

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER W9127S25RA0010002	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) INVITATION FOR BID <input checked="" type="checkbox"/> NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 10 DEC 2025	PAGE OF PAGES 1 133
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER 513102
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7. ISSUED BY W076 ENDIST LITTLE ROCK KO CONTRACTING DIVISION, 700 W CAPITOL AVE ROOM 7315 LITTLE ROCK, AR 72201-3225 UNITED STATES MARKEITH BERRY, EMAIL: MARKEITH.J.BERRY@USACE.ARMY.MIL TELEPHONE: 817-886-1031	CODE W9127S	8. ADDRESS OFFER TO W076 ENDIST LITTLE ROCK KO CONTRACTING DIVISION, 700 W CAPITOL AVE ROOM 7315 LITTLE ROCK, AR 72201-3225 UNITED STATES
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9. FOR INFORMATION CALL:	a. NAME MARKEITH BERRY	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 817-886-1031
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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: F35 SPECIAL ACCESS PROGRAM FACILITY (SAPF)
PROJECT LOCATION: EBBING AIR NATIONAL GUARD BASE FORT SMITH AR

TYPE OF CONSTRUCTION: CONSTRUCTION OF A SQUAD OPS MISSION PLANNING FACILITY PROVIDING CONTROLLED WORKSPACE FOR ICD 705 COMPLIANT SECURE FLIGHT PLANNING AND TRAINING, UNCLASSIFIED AIRCREW TRAINING AND ADMINISTRATIVE SPACE, AIRCREW FLIGHT EQUIPMENT STORAGE AND MAINTENANCE, AND STEP DESK TO SUPPORT COMBAT CREW FUNCTIONS.

PROJECT TITLE AND LOCATION: F-35 SPECIAL ACCESS PROGRAM FACILITY, AT EBBING AIR NATIONAL GUARD BASE, FORT SMITH AR

ELIGIBLE OFFERORS: N/A

MAGNITUDE OF CONSTRUCTION: IN ACCORDANCE WITH DFARS 236.204, THE ESTIMATED CONSTRUCTION PRICE RANGE FOR THIS PROJECT IS BETWEEN \$25,000,000 AND \$100,000,000.

NAICS CODE: 236220

SIZE STANDARD: \$45M

PRODUCT SERVICE CODE: Y1BZ

11. The contractor shall begin performance within 30 calendar days and complete it within 912 calendar days after receiving award, notice to proceed. This performance period is mandatory negotiable. (See FAR 52.211-10).

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES", indicate within how many calendar days after award in Item 12b.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 30
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 01:00 PM (hour) local time 30 JAN 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 120 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)
CODE	16. REMITTANCE ADDRESS (Include only if different than Item 14.)
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	0001	0002							
DATE	19 DEC 2025	12 JAN 2026							

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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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)	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT <input type="checkbox"/> 10 U.S.C. 3204(a) () <input type="checkbox"/> 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

<input type="checkbox"/> 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.	<input type="checkbox"/> 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.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print)
30b. SIGNATURE	31b. UNITED STATES OF AMERICA
30c. DATE	BY
	31c. DATE

Section A - Solicitation/Contract Form

Instrument Name: F35 Special Access Program Facility (SAPF) at Ebbing Field ANG in Fort Smith, Arkansas.

Project Number : 513102

Product Service Code : Y1BZ

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	BUILDNG Pricing Arrangement: Firm Fixed Price	1	Job		
0002	OPTION 1 - POV Parking Pricing Arrangement: Firm Fixed Price	1	Job		
0003	OPTION 2 - Temporary Fence Pricing Arrangement: Firm Fixed Price	1	Job		
0004	OPTION 3 - Base Access Turnstile Pricing Arrangement: Firm Fixed Price	1	Job		
0005	OPTION 4 - Procure and Install FFE Pricing Arrangement: Firm Fixed Price	1	Job		
0006	OPTION 5 - Procure and Install Audio Visual Equipment Pricing Arrangement: Firm Fixed Price	1	Job		

Section C - Description/Specifications/Statement of Work

0001

Product Service Code : Y1BZ

North American Industry Classification System (NAICS) : 236220

0002

Product Service Code : Y1BZ

North American Industry Classification System (NAICS) : 236220

0003

Product Service Code : Y1BZ

North American Industry Classification System (NAICS) : 236220

0004

Product Service Code : Y1BZ

North American Industry Classification System (NAICS) : 236220

0005

Product Service Code : Y1BZ

North American Industry Classification System (NAICS) : 236220

0006

Product Service Code : Y1BZ

North American Industry Classification System (NAICS) : 236220

Section D - Packaging and Marking

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.246-12	Inspection of Construction.	1996-08		

Overall Contract Inspection/Acceptance Locations

Section F - Deliveries or Performance

0001	<p>Quantity 1 Job</p> <p>Address and POC</p> <p>Period of Performance From 02 Jun 2026 To 29 Nov 2028</p>
0002	<p>Quantity 1 Job</p> <p>Address and POC</p> <p>Period of Performance From 02 Jun 2026 To 29 Nov 2028</p>
0003	<p>Quantity 1 Job</p> <p>Address and POC</p> <p>Period of Performance From 02 Jun 2026 To 29 Nov 2028</p>
0004	<p>Quantity 1 Job</p> <p>Address and POC</p>

	<p>Period of Performance From 02 Jun 2026 To 29 Nov 2028</p>
0005	<p>Quantity 1 Job</p> <p>Address and POC</p> <p>Period of Performance From 02 Jun 2026 To 29 Nov 2028</p>
0006	<p>Quantity 1 Job</p> <p>Address and POC</p> <p>Period of Performance From 02 Jun 2026 To 29 Nov 2028</p>

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		
252.236-7000	Modification Proposals--Price Breakdown.	1991-12		

DFARS Clauses Incorporated by Full Text

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

As prescribed in 232.7004(b), use the following clause:

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

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

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

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

"Payment request" and "receiving report" are defined in the clause at 252.232-7003,

Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____

Other DoDAAC(s) _____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

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

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

(g) WAWF point of contact.

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

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

Section H - Special Contract Requirements

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.202-1	Definitions.	2020-06		
52.203-3	Gratuities.	1984-04		
52.203-5	Covenant Against Contingent Fees.	2014-05		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-13	Contractor Code of Business Ethics and Conduct.	2021-11		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-2	Security Requirements.	2021-03		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	2020-06		
52.204-13	System for Award Management	2018-10		

Maintenance.

52.204-18	Commercial and Government Entity Code Maintenance.	2020-08
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.	2023-12
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	2021-11
52.204-27	Prohibition on a ByteDance Covered Application.	2023-06
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	2025-01
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	2018-10
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	2015-11
52.210-1	Market Research.	2021-11
52.211-15	Defense Priority and Allocation Requirements.	2008-04
52.215-2	Audit and Records-Negotiation.	2020-06
52.215-8	Order of Precedence-Uniform Contract Format.	1997-10
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	2011-08

52.215-12	Subcontractor Certified Cost or Pricing Data.	2020-06		
52.215-15	Pension Adjustments and Asset Reversions.	2010-10		
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	2005-07		
52.215-19	Notification of Ownership Changes.	1997-10		
52.219-8	Utilization of Small Business Concerns.	2025-01		
52.219-9	Small Business Subcontracting Plan.	2025-01		
52.219-16	Liquidated Damages-Subcontracting Plan.	2021-09		
52.219-33	Nonmanufacturer Rule.	2021-09		
52.222-3	Convict Labor.	2003-06		
52.222-6	Construction Wage Rate Requirements.	2018-08		
52.222-7	Withholding of Funds.	2014-05		
52.222-8	Payrolls and Basic Records.	2021-07		
52.222-9	Apprentices and Trainees.	2005-07		
52.222-9	Apprentices and Trainees. (DEVIATION 2025-O0003)	2005-07	Deviation 2025-O0003	2025-03
52.222-10	Compliance with Copeland Act Requirements.	1988-02		
52.222-11	Subcontracts (Labor Standards).	2014-05		
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.	1988-02		
52.222-15	Certification of Eligibility.	2014-05		
52.222-35	Equal Opportunity for Veterans.	2020-06		
52.222-36	Equal Opportunity for Workers with Disabilities.	2020-06		
52.222-37	Employment Reports on Veterans.	2020-06		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	2010-12		
52.222-50	Combating Trafficking in Persons.	2021-11		
52.222-54	Employment Eligibility Verification.	2025-01		
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026.	2022-01		
52.222-62	Paid Sick Leave Under Executive Order 13706.	2022-01		
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05		
52.223-10	Waste Reduction Program. (DEVIATION 2025-O0004)	2024-05	Deviation 2025-O0004	2025-03
52.223-21	Foams.	2024-05		
52.223-23	Sustainable Products and Services.	2024-05		
52.223-23	Sustainable Products and Services. (DEVIATION 2025-O0004)	2024-05	Deviation 2025-O0004	2025-03
52.224-3	Privacy Training.	2017-01		
52.225-13	Restrictions on Certain Foreign Purchases.	2021-02		

52.226-7	Drug-Free Workplace.	2024-05
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.228-2	Additional Bond Security.	1997-10
52.228-5	Insurance-Work on a Government Installation.	1997-01
52.228-11	Individual Surety-Pledge of Assets.	2021-02
52.228-12	Prospective Subcontractor Requests for Bonds.	2022-12
52.228-14	Irrevocable Letter of Credit.	2014-11
52.228-15	Performance and Payment Bonds-Construction.	2020-06
52.229-3	Federal, State, and Local Taxes.	2013-02
52.229-12	Tax on Certain Foreign Procurements.	2021-02
52.232-8	Discounts for Prompt Payment.	2002-02
52.232-17	Interest.	2014-05
52.232-23	Assignment of Claims.	2014-05
52.232-27	Prompt Payment for Construction Contracts.	2017-01
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-1	Disputes.	2014-05

52.233-3	Protest after Award.	1996-08
52.233-4	Applicable Law for Breach of Contract Claim.	2004-10
52.236-2	Differing Site Conditions.	1984-04
52.236-3	Site Investigation and Conditions Affecting the Work.	1984-04
52.236-5	Material and Workmanship.	1984-04
52.236-6	Superintendence by the Contractor.	1984-04
52.236-7	Permits and Responsibilities.	1991-11
52.236-8	Other Contracts.	1984-04
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	1984-04
52.236-10	Operations and Storage Areas.	1984-04
52.236-11	Use and Possession Prior to Completion.	1984-04
52.236-12	Cleaning Up.	1984-04
52.236-13	Accident Prevention.	1991-11
52.236-15	Schedules for Construction Contracts.	1984-04
52.236-17	Layout of Work.	1984-04
52.236-21	Specifications and Drawings for Construction.	1997-02
52.236-26	Preconstruction Conference.	1995-02
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities.	2024-11

52.242-5	Payments to Small Business Subcontractors.	2017-01		
52.242-13	Bankruptcy.	1995-07		
52.242-14	Suspension of Work.	1984-04		
52.243-4	Changes.	2007-06		
52.244-6	Subcontracts for Commercial Products and Commercial Services.	2025-01		
52.246-21	Warranty of Construction.	1994-03		
52.249-2	Termination for Convenience of the Government (Fixed-Price).	2012-04		
52.249-2	Termination for Convenience of the Government (Fixed-Price). (Alternate I)	2012-04	Alternate I	1996-09
52.249-10	Default (Fixed-Price Construction).	1984-04		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	2023-01		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.203-7003	Agency Office of the Inspector General.	2019-08		
252.203-7004	Display of Hotline Posters.	2023-01		

252.204-7000	Disclosure of Information.	2016-10
252.204-7003	Control of Government Personnel Work Product.	1992-04
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	2023-11
252.204-7022	Expediting Contract Closeout.	2021-05
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05
252.215-7002	Cost Estimating System Requirements.	2025-01
252.216-7010	Postaward Debriefings for Task Orders and Delivery Orders.	2022-12
252.219-7003	Small Business Subcontracting Plan (DoD Contracts).	2019-12
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	2023-01
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09

252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7048	Export-Controlled Items.	2013-06
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01
252.232-7010	Levies on Contract Payments.	2006-12
252.236-7005	Airfield Safety Precautions.	1991-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	2023-11
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	2010-10
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective	Alternate	Variation
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		Date	Deviation	Effective Date
52.204-1	Approval of Contract.	1989-12		
N/A				
52.209-1	Qualification Requirements.	1995-02		

The contracting officer shall insert the clause at 52.209-1, Qualification Requirements, in solicitations and contracts when the acquisition is subject to a qualification requirement.

Qualification Requirements (Feb 1995)

(a) *Definition.* "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) _____

(Address) _____

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____

Manufacturer's Name _____

Source's Name _____

Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of provision)

52.211-10 Commencement, Prosecution, and 1984-04
Completion of Work.

As prescribed in 11.404(b), insert the following clause in solicitations and contracts when a fixed-price construction contract is contemplated. The clause may be changed to accommodate the issuance of orders under indefinite-delivery contracts for construction.

Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 30 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than (912 Days).* The time stated for completion shall include final cleanup of the premises.

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

(End of clause)

52.211-12 Liquidated Damages-Construction. 2000-09

As prescribed in 11.503(b), insert the following clause in solicitations and contracts:

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 **\$5,763.00** [Contracting Officer insert amount] 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)

52.217-9 Option to Extend the Term of the Contract. 2000-03
(Tailored)

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within see schedule; provided that the Government gives the Contractor a preliminary written notice of its intent to extend prior to option expiration and before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 912 days.

(End of clause)

52.219-4 Notice of Price Evaluation Preference for 2022-10
HUBZone Small Business Concerns.

As prescribed in 19.1309(b), insert the following clause:

Notice of Price Evaluation preference for HUBZone Small Business Concerns (Oct 2022)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(b) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes.

[] Offeror elects to waive the evaluation preference.

(c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-28 Postaward Small Business Program 2025-01
Rerepresentation.

Postaward Small Business Program Rerepresentation (Jan 2025)

(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 (d) 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 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 (f) of this clause or, if applicable, paragraph (h) 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) If the Contractor represented its status as any of the small business concerns identified at 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)-

(1) Set aside exclusively for a small business concern identified at 19.000(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract (e.g., an order set aside for a woman-

owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);

(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract (e.g., an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);

(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract (e.g., an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and

(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405-5(b) and 19.301-2(b)(2)).

(d) 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>.

(e) 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.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraphs (b) and (c) 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, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) 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 (f) or (h) of this clause.

(h) 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 (h)(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) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it is, is not a women-owned small business concern.

(4) 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: __.]

(5) 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: __.]

(6) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it is, is not a veteran-owned small business concern.

(7) *[Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.]* The Contractor represents that it is, is not a service-disabled veteran-owned small business concern.

(8) *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: __.]

(9) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that-

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small

Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [____] The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[____ Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.225-11 Buy American-Construction Materials 2023-11
under Trade Agreements.

As prescribed in 25.1102(c), insert the following clause:

Buy American-Construction Materials under Trade Agreements (Nov 2023)

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

Caribbean Basin country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or 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.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique,

Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

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.

(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.

Free Trade Agreement country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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.

WTO GPA country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(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 material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause 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"

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) 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 restrictions 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 does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign 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)(4)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(4)(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 offer of foreign 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)(4)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(4)(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 Act 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)(4) 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)(4)(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.

(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)*
Item1			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item1			
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

As prescribed in 32.111(a)(5), insert the following clause:

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 8 thday 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 of 1940 (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)

52.236-1 Performance of Work by the Contractor. 1984-04

As prescribed in 36.501(b), insert the following clause: [*Complete the clause by inserting the appropriate percentage consistent with the complexity and magnitude of the work and customary or necessary specialty subcontracting (see 36.501(a)).*]

Performance of Work by the Contractor (Apr 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty percent (20%) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction, and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.248-3 Value Engineering-Construction. 2020-10

As prescribed in 48.202 , insert the following clause:

Value Engineering-Construction (Oct 2020)

(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 \$75,000 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

As prescribed in 52.107(b), insert the following clause:

(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 DFARS [DFARS Subpart 201.4] (48 CFR Part 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		

As prescribed in 236.570(a), use the following clause:

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall-

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

Title	File		Drawing No.
See attached Specifications and Plans.	_____		_____

(End of clause)

Section J - List of Attachments

Wage Determination

*** END OF NARRATIVE 1 ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	Davis-Bacon Act WD A R20250034 09192025	Wage Determination		08 Dec 2025		6	Attachment	No

Section K - Representations, Certification, & Other Statements**FAR Provisions Incorporated by Reference**

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	2021-11		
52.204-29	Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures.	2023-12		
52.209-7	Information Regarding Responsibility Matters.	2018-10		
52.209-13	Violation of Arms Control Treaties or Agreements-Certification.	2021-11		
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06		

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		
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		
252.225-7055	Representation Regarding Business	2022-05		

Operations with the Maduro Regime.

252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2022-08
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
52.204-8	Annual Representations and Certifications.	2025-01		

Annual Representations and Certifications (Jan 2025)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$45,000,000.00.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition-

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is 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.

(b)

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

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

(i) Paragraph (d) applies.

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

(c)

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product

categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the provision at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$100,000, the provision with its Alternate II applies.

(C) If the acquisition value is \$100,000 or more but is less than \$102,280, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-8	Annual Representations and Certifications. (DEVIATION 2025-O0003 and 2025-O0004)	2025-10	Deviation	2025-03
			2025-O0004	

Annual Representations and Certifications (MAR 2025)(DEVIATION 2025-O0003 and 2025-O0004)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$45,000,000.00.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition-

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is 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.

(b)

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

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

(i) Paragraph (d) applies.

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

(c)

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) [Reserved]

(xv) [Reserved]

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) [Reserved]

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$100,000, the provision with its Alternate II applies.

(C) If the acquisition value is \$100,000 or more but is less than \$102,280, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
- (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- (vi) 52.227-6, Royalty Information.
 - (A) Basic.
 - (B) Alternate I.
- (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-26 Covered Telecommunications Equipment 2020-10
or Services-Representation.

Covered Telecommunications Equipment or Services-Representation (Oct 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(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 telecommunications equipment or services".

(c)

(1) Representation. The Offeror represents that it does, does not provide covered 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.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7007	Alternate A, Annual Representations and Certifications.	2024-10	Alternate A	2024-10

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2024)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

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

(i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

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

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

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

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

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

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.sam.gov>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of

this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
_____	_____	_____	_____

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

(End of provision)

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

1. GENERAL DESCRIPTION OF WORK

Construct an F-35 Special Access Program Facility providing controlled workspace for ICD 705 compliant secure flight planning and training, unclassified aircrew training and administrative space, aircrew flight equipment storage and maintenance, and step desk to support combat crew functions. The facility is segregated to support up to three foreign countries using separate secure systems. The facility includes concrete floor slabs and footings on pile foundation, structural steel frame, brick masonry finish walls, concrete decking, and a combination pitched standing seam metal and flat roof. The facility has lightning protection, fire detection and suppression, intrusion detection, and all required supporting facilities to provide a complete and usable facility including utilities, pavements, site improvements, and communication support. Privatized utility connection fees are included in their respective supporting facilities line item.

2. OFFERS, QUESTIONS AND COMMENTS

a. All questions and/or comments are to be submitted via ProjNet at <http://www.projnet.org/projnet>. To submit and review bid inquiry items, bidders will need to be a current registered user or self-register into system. To self-register go to web page, click Quick Add link, select agency USACE, enter Key for this solicitation listed below, and your e-mail address, click Continue. Fill in all required information and click Add User. Verify that information on next screen is correct and click continue. From this page you may view all bidder inquiries or add 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.

b. The Solicitation Number: **W9127S25RA001**

Bidder Inquiry Key is: **G8G5AT-9D9B6F**

c. Last day to submit ProjNet questions is seven calendar days prior to bid closure date in order to ensure adequate time is allotted to form an appropriate response and amend the solicitation, if necessary. If the system is not closed in a timely manner, an inquiry posted within seven calendar days of the receipt of proposals will still be regarded as untimely and may not be afforded a substantive response.

d. Offerors are requested to ask only one question per inquiry. If multiple questions are included, only the first one will be answered.

e. Oral explanations or instructions are not binding. Any information given to an offeror, whether oral or through ProjNet, that impacts the solicitation and/or offer will not be binding unless given in the form of a written amendment to the solicitation.

f. Offerors are requested to review the solicitation in its entirety and 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 Standard Time Zone (Chicago). The telephone number for the Call Center is 833-389-1097 and 217-367-3273.

3. PROPOSAL EXPENSES AND PRE-CONTRACT COSTS

This Request for Proposal (RFP) does not commit the Government to pay as a direct charge any costs incurred by the Offeror in the preparation and submission of its proposal or revisions. A stipend is not authorized for unsuccessful offerors.

4. SITE VISIT

Pursuant to Contract Clause "FAR 52.236-3, Site Investigation and Conditions Affecting the Work," prospective offerors will be permitted to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the Contract to the extent such information is reasonably obtainable. Offerors are urged and expected to inspect the site where the work will be performed. Reference Clause 52.236-27 for site visit details.

5. PROPOSAL SUBMISSION

a. PROPOSAL SUBMISSION REQUIREMENTS

(1) Each volume shall be submitted electronically via the Procurement Integrated Enterprise Environment (PIEE) Solicitation module; no hard copies will be accepted. Any portion of the proposal that is changed (as a result of negotiations or proposal revisions) should be annotated and dated. Each volume shall be clearly labeled with its Title and Volume number. Each paragraph should be single spaced and shall be separated by at least one blank line. All narratives shall be in Adobe PDF format and shall be on 8 1/2 x 11 size pages and a standard, 12-point minimum font size applies. Schedule Diagram, Drawings shall be in Adobe PDF format and shall be on 11 x 17 size pages. Tables and illustrations may use a reduced font size no less than 8-point and may be produced in landscape mode. Where page limitations are specified, 11 x 17 size pages will be considered as one (1) page. Arial or New Times Roman fonts are required.

Page limitations, where specified in the RFP, shall be considered a maximum. Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will be removed or not read and will not be evaluated by the Government. All volumes

must be received by the closing date and time set for receipt of proposals. Offerors may use compressions utility software such as WinZip or PKZip to reduce file size and facilitate transmission.

Offerors are advised to follow the PIEE instructions for uploading files. Additional instructions /guidance can be found at https://pieetraining.eb.mil/wbt/sol/Posting_Offer.pdf

Interested parties shall submit responses no later than the date specified on the solicitation document. The time & date of proposal receipt will be the delivery time & date recorded within PIEE suite at <https://piee.eb.mil/>. Do not assume that electronic submission will occur instantaneously. Large files may 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 and troubleshooting. It is the offeror's responsibility to obtain written confirmation of receipt of all electronic files of the full proposal by the Fort Worth District Contracting office. In the event that the Solicitation Module is down, an alternate method for proposal submission will be provided only after obtaining approval from the Contracting Officer nicholas.i.johnston@usace.army.mil to use an alternate submission method. Offerors are responsible for ensuring electronic copies are virus-free and shall run an anti-virus scan before submission.

(2) The following volumes of material shall be submitted:

Volume	Title	Digital Copies
I	PAST PERFORMANCE/TECHNICAL	1
II	OFFEROR'S CERTIFICATIONS AND PRICE	1
III	SMALL BUSINESS PARTICIPATION AND SUBCONTRACTING PLANS	1

(3) Proposal Formats/Sections:

(a) The first page of the proposal for each volume must include the elements found at 52.215-1(c)(2).

(b) Table of Contents. Each volume of the proposal shall contain a detailed table of contents and must be bookmarked. If more than one Adobe PDF file is used for a volume, the complete table of contents shall be included in each. Any materials submitted but not required by this solicitation (such as company brochures) shall be relegated to appendices.

(c) Do not cross-reference similar material in the Technical & Price Proposal, or vice versa. **No dollar amounts from the Price Proposal are to be included in the Technical Proposal.**

(d) As this is a competitive negotiation acquisition, there is no public bid opening, and no information will be given out as to the number of offerors or the results of the competition until all awards are made.

(4) Joint Venture and LLC Proposal Requirements:

Offerors shall provide a copy of any teaming/joint venture agreement. The small business partner to the joint venture must submit a written certification to the contracting officer and SBA, signed by an authorized official of each partner to the joint venture, stating that the parties have entered into a joint venture agreement that fully complies with C.F.R (S)125.8(b) and that the parties will perform the contract in compliance with the joint venture agreement and with the performance of work requirements set forth in C.F.R (S)125.8(c). The Government will consider the work done and qualifications held individually by each partner to the joint venture as well as any work done by the joint venture itself previously. The partners to the joint venture in the aggregate must demonstrate the past performance, experience, business systems and certifications necessary to perform the contract.

PROPOSAL FILES

(1) Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date, and Request for Proposal (RFP) number in the header and/or footer.

(2) File Naming Convention:

Files submitted to PIEE shall be named as follows:

W9127S25RA001_ *COMPANY NAME*_VOLUME I

W9127S25RA001_ *COMPANY NAME*_VOLUME II

W9127S25RA001_ *COMPANY NAME*_VOLUME III

(3) Content Requirement.

(a) Each offeror must submit a PAST PERFORMANCE/TECHNICAL PROPOSAL (Volume I), an OFFEROR'S CERTIFICATIONS AND PRICE PROPOSAL (Volume II), and SMALL BUSINESS PARTICIPATION AND SUBCONTRACTING PLANS (Volume III). All volumes must be submitted as separate volumes/files as outlined in paragraph 2 above. Do not cross-reference similar material between volumes.

(b) Proposals shall be received by the closing date and time set for receipt of proposals. No dollar amounts from the Price Proposal (Volume II) are to be included in the Past Performance /Technical Proposal (Volume I).

(c) Do not include exceptions to the terms and conditions of the solicitation in any part of the proposal. Should the offer include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the offer may be determined "unacceptable" and thus ineligible for award. Should the offeror have any questions related to specific terms and conditions, these should be resolved prior to the submission of the offer.

(d) The data criteria specified for each factor identified in Section M, shall be submitted as part of the proposal.

6. DEFINITIONS AND RATINGS

a. DEFINITIONS

Significant Strength. An aspect of an Offeror's proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance.

Strength. An aspect of an offeror's proposal with merit or will exceed specified performance or capability requirements to the advantage of the Government during contract performance.

Weakness. A flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001.

Significant Weakness. A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.

Deficiency. A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.

Uncertainty. Any aspect of a non-cost/price factor proposal for which the intent of the offer is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission, or mistake).

b. RATINGS

(1) COMBINED TECHNICAL/RISK RATING METHOD:

In accordance with the DOD Source Selection Guide and the Army Source Selection Supplement (AS3), Section 3.1, the Army methodology for evaluating Technical Approach and Related Risk is the Combined Technical/Risk Rating (see below). This methodology considers risk, in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings.

Outstanding. Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.

Good. Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.

Acceptable. Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.

Marginal. Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.

Unacceptable. Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is un-awardable, and/or risk of performance is unacceptably high.

(2) ADJECTIVAL RISK RATINGS

Low. Proposal may contain weakness/weaknesses which have low potential to cause disruption of schedule, increased cost, or degradation of performance. Normal contractor emphasis and normal Government monitoring will likely be able to overcome any difficulties.

Moderate. Proposal contains a significant weakness or combination of weaknesses which may have a moderate potential to cause disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome any difficulties.

High. Proposal contains a significant weakness or combination of weaknesses which is likely to have high potential to cause significant disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will unlikely be able to overcome any difficulties.

Unacceptable. Proposal contains a deficiency or a combination of significant weaknesses that causes an unacceptable level of risk of unsuccessful performance.

Note: Risk will not be rated separately; the Adjectival Risk Ratings above are provided to define risk that is included in the combined technical /risk ratings.

(3) PAST PERFORMANCE

(a) RELEVANCY RATINGS

Not Relevant. Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Somewhat Relevant. Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

Relevant. Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

Very Relevant. Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

(b) CONFIDENCE RATINGS

Substantial Confidence. Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

Satisfactory Confidence. Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

Neutral Confidence. No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.

Limited Confidence. Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.

No Confidence. Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

(4) SMALL BUSINESS RATING METHOD

Outstanding. Proposal indicates an exceptional approach and understanding of the small business objectives.

Good. Proposal indicates a thorough approach and understanding of the small business objectives.

Acceptable. Proposal indicates an adequate approach and understanding of the small business objectives.

Marginal. Proposal has not demonstrated an adequate approach and understanding of the small business objectives.

Unacceptable. Proposal does not meet small business objectives.

*** END OF NARRATIVE 1 ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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52.204-7	System for Award Management.	2024-11		
52.204-16	Commercial and Government Entity Code Reporting.	2020-08		
52.204-22	Alternative Line Item Proposal.	2017-01		
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts).	2024-08		
52.214-34	Submission of Offers in the English Language.	1991-04		
52.214-35	Submission of Offers in U.S. Currency.	1991-04		
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data.	2021-11		
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (Alternate II)	2021-11	Alternate II	1997-10
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work.	2014-05		
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee).	2021-02		
52.236-28	Preparation of Proposals-Construction.	1997-10		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		

252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03
252.215-7009	Proposal Adequacy Checklist.	2023-03
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01
252.215-7016	Notification to Offerors-Postaward Debriefings.	2022-12

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.211-14	Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use.	2008-04		

As prescribed in 11.604(a), insert the following provision:

Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008)

Any contract awarded as a result of this solicitation will be ~~DX-rated order~~; **DO rated order** certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR700), and the Contractor will be required to follow all of the requirements of this regulation. [*Contracting Officer check appropriate box.*]

(End of provision)

52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (Alternate I)	2021-11	Alternate I	2010-10
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Alternate I (Oct 2010). As prescribed in 15.408 (I) (and see 15.403-5(b)(1)), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)(1) The offeror shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in the following format: If certified cost and pricing data is required the request for it will provide further details.

[Insert description of the data and format that are required and include access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.408, 15.408 Solicitation provisions and contract clauses., Note 2. The description may be inserted at the time of issuing the solicitation, or the Contracting Officer may specify that the offeror's format will be acceptable, or the description may be inserted as the result of negotiations.]

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (Alternate III) 2021-11 Alternate III 1997-10

Alternate III (Oct 1997). As prescribed in 15.408 (I), add the following paragraph (c) to the basic provision (if Alternate II is also used, redesignate the following paragraph as paragraph (d)).

(c) Submit the cost portion of the proposal via the following electronic media: electronic spreadsheet format and/or electronic mail.

52.216-1 Type of Contract. 1984-04

As prescribed in 16.105 , complete and insert the following provision:

Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fix Price (FFP) contract resulting from this solicitation.

(End of provision)

52.228-1 Bid Guarantee. 1996-09

As prescribed in 28.101-2 , insert a provision or clause substantially as follows:

Bid Guarantee (Sept 1996)

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

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

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

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

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

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

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

(End of clause)

52.233-2 Service of Protest.

2006-09

As prescribed in 33.106 , insert the following provision:

Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **819 Taylor Street, Fort Worth TX**

(b) The copy of any protest shall be received in the office designated above within **one day** of filing a protest with the GAO.

(End of provision)

52.236-27 Site Visit (Construction).

1995-02

As prescribed in 36.523 , insert a provision substantially the same as the following:

Site Visit (Construction) (Feb 1995)

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

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Erin Cumbo

Address: Erin.Cumbo@usace.army.mil _____

Telephone: 501.324.5623

(End of Provision)

52.236-27	Site Visit (Construction). (Alternate I) (Tailored)	1995-02	Alternate I	1995-02
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Alternate I (Feb 1995). If an organized site visit will be conducted, substitute a paragraph substantially the same as the following for paragraph (b) of the basic provision:

(b) An organized site visit has been scheduled for- Tentative Date of January 6, 2026, at 10:30am CDT

(c) Participants will meet at- Ebbing Air National Guard Base (ANGB) 4850 Leigh Ave Fort Smith, Arkansas 72903

(d) Offerors planning to attend the site visit must complete and submit the required 188th Security Forces Squadron Entry Authorization List Request (EAL). Request Form to Byron Floyd via email at byron.j.floyd@usace.army.mil NLT 10 days prior to the scheduled site visit on Jan 6, 2026, to ensure they are granted access and included on the official attendance roster. Failure to submit the form within this time frame may result in denial of access to the site.

52.252-3 Alterations in Solicitation.

1984-04

As prescribed in 52.107(c), insert the following provision in solicitations in order to revise or supplement, as necessary, other parts of the solicitation that apply to the solicitation phase only, except for any provision authorized for use with a deviation. Include clear identification of what is being- altered.

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

_____ N/A _____

(End of clause)

52.252-5 Authorized Deviations in Provisions.

2020-11

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

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 DFARS Subpar201.4 (48 CFR Chapter) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.215-7008	Only One Offer.	2022-12		

As prescribed at 215.408(3), use the following provision:

ONLY ONE OFFER (DEC 2022)

(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 FAR 15.403-3); 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 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, 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 FAR 15.404-1).

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

(4) As specified in FAR 15.403-3(a)(4), 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)

252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (DEVIATION 2024-O0007)	2024-05	Deviation 2024-O0007	2024-02
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REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (DEVIATION 2024-O0007)(FEB 2024)

(a) Definitions. As used in this provision-

“Market prices” means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

“Non-Government sales” means sales of the supplies or services to non-Governmental entities for purposes other than governmental purposes.

“Relevant sales data” means information provided by an offeror on sales of the same or similar items that can be used to establish price reasonableness taking into consideration the age, volume, and nature of the transactions (including any related discounts, refunds, rebates, offsets, or other adjustments).

“Sufficient non-Government sales” means relevant sales data that reflects market pricing and contains enough information to make adjustments covered by FAR 15.404-1(b)(2)(ii)(B).

“Uncertified cost data” means the subset of “data other than certified cost or pricing data” (see FAR 2.101) that relates to cost.

(b) Exceptions from certified cost or pricing data.

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

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

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

(A) For items previously determined to be commercial, the contract number and military department, defense agency, or other DoD component that rendered such determination, and if available, a Government point of contact;

(B) For items priced based on a catalog-

(1) A copy of or identification of the Offeror's current catalog showing the price for that item; and

(2) If the catalog pricing provided with this proposal is not consistent with all relevant sales data, a detailed description of differences or inconsistencies between or among the relevant sales data, the proposed price, and the catalog price (including any related discounts, refunds, rebates, offsets, or other adjustments);

(C) For items priced based on market pricing, a description of the nature of the commercial market, the methodology used to establish a market price, and all relevant sales data. The description shall be adequate to permit DoD to verify the accuracy of the description;

(D) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item; or

(E) For items provided by nontraditional defense contractors, a statement that the entity is not currently performing and has not performed, for at least the 1-year period preceding the solicitation of sources by DoD for the procurement or transaction, any contract or subcontract for DoD that is subject to full coverage under the cost accounting standards prescribed pursuant to 41 U.S.C. 1502 and the regulations implementing such section.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and to determine the reasonableness of price.

(c) Requirements for certified cost or pricing data. This acquisition is accomplished under the authority of section 890 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115-232), as amended by section 825 of the NDAA for FY 2020 (Pub. L. 116-92), section 818 of the NDAA for FY 2023 (Pub. L. 117-263), and section 841 of the

NDAA for FY 2024 (Pub. L. 118-31). The intent of this pilot program is to test the efficacy of basing price reasonableness determinations primarily on actual costs of performance for prior purchases of the same or similar products for the Department of Defense. If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) In lieu of providing complete cost or pricing data, as defined in FAR 2.101, the Offeror shall submit a subset of cost or pricing data and supporting attachments as follows: _____ [Contracting Officer shall list the specific cost or pricing data deemed necessary to establish price reasonableness for this acquisition, and describe the required submission format for each type of data. At a minimum, the Contracting Officer shall identify the specific prior DoD purchases of the same or similar products for which the Offeror is required to submit the actual cost of performance. The Offeror is not required to submit cost or pricing data that is not listed within this provision. If the Contracting Officer finds that additional cost or pricing data are needed in order to determine that the price is fair and reasonable, the Contracting Officer shall issue an amendment to the solicitation, revising this paragraph as needed to require the submission of the additional data.]

(2)(i) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the Offeror shall submit a Certificate of Current Cost or Pricing Data, using the following language:

Certificate of Current Cost or Pricing Data for Acquisitions Accomplished under the Authority of Section 890 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019, as amended by Section 825 of the NDAA for FY 2020, Section 818 of the NDAA for 2023, and Section 841 of the NDAA for FY 2024

This is to certify that, to the best of my knowledge and belief, the cost or pricing data required by the provision at 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (DEVIATION 2024-O0007) of the Request for Proposal for this action, and submitted either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's Representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Offeror and the Government that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

*Identify the proposal involved, giving the appropriate identifying number (e.g., RFP No.).

**Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

***Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(ii) The certificate does not constitute a representation as to the accuracy of the Offeror's judgment on the estimate of future costs or projections. It applies to the data upon which the judgment or estimate was based. This distinction between fact and judgment should be clearly understood. With respect to the certified cost or pricing data required by paragraphs (c)(1) or (e) of this provision (as revised by solicitation amendment, if applicable), if the Offeror had information reasonably available at the time of agreement showing that the negotiated price was not based on accurate, complete, and current data, the Offeror's responsibility is not limited by any lack of personal knowledge of the information on the part of its negotiators.

(iii) The Contracting Officer and Offeror are encouraged to reach a prior agreement on criteria for establishing closing or cutoff dates when appropriate in order to minimize delays associated with proposal updates. Closing or cutoff dates applicable to the certified cost or pricing data required by paragraphs (c)(1) or (e) of this provision should be included as part of the data submitted with the proposal and, before agreement on price, data should be updated by the contractor to the latest closing or cutoff dates for which the data are available. Use of cutoff dates coinciding with reports is acceptable, as certain data may not be reasonably available before normal periodic closing dates (e.g., actual indirect costs). Data within the Offeror's or a subcontractor's organization on matters significant to contractor management and to the Government will be treated as reasonably available, if that data was required to be submitted by paragraph (c)(1) or (e) of this provision. What is significant depends upon the circumstances of each acquisition.

(iv) Possession of a Certificate of Current Cost or Pricing Data is not a substitute for examining and analyzing the Offeror's proposal.

(v) If certified cost or pricing data are requested by the Government and submitted by the Offeror, but an exception is later found to apply, the data shall not be considered certified cost or pricing data and shall not be certified in accordance with this subsection.

(3) The Offeror is responsible for determining whether a subcontractor qualifies for an exception from the requirement for submission of certified cost or pricing data on the basis of adequate price competition, i.e., two or more responsible offerors, competing independently, submit priced offers that satisfy the Government's expressed requirement in accordance with FAR 15.403-1(c)(1).

(d) Requirements for data other than certified cost or pricing data.

(1) Data other than certified cost or pricing data submitted in accordance with this provision shall include all data necessary to permit a determination that the proposed price is fair and reasonable, to include the requirements in DFARS 215.402(a)(i) and 215.404-1(b).

(2) In cases in which uncertified cost data is required, the information shall be provided in the form in which it is regularly maintained by the Offeror or prospective subcontractor in its business operations.

(3) The Offeror shall provide information described as follows: ____ [Insert description of the data and the format that are required, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3].

(4) Within 10 days of a written request from the Contracting Officer for additional information to support proposal analysis, the Offeror shall provide either the requested information, or a written explanation for the inability to fully comply.

(5) Subcontract price evaluation.

(i) The Offeror shall obtain from subcontractors the minimum information necessary to support a determination of price reasonableness, as described in FAR part 15 and DFARS part 215.

(ii) No cost information may be required from a prospective subcontractor in any case in which there are sufficient non-Government sales of the same item to establish reasonableness of price.

(iii) If the Offeror relies on relevant sales data for similar items to determine the price is reasonable, the Offeror shall obtain only that technical information necessary—

(A) To support the conclusion that items are technically similar; and

(B) To explain any technical differences that account for variances between the proposed prices and the sales data presented, but excluding paragraph (c), in all subcontracts

exceeding the simplified acquisition threshold defined in FAR part 2.

(e) Subcontracts.

(1) For subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4 to which the authority of the Section 890 pilot has been flowed down, in lieu of the requirements in paragraphs (a) and (b) of the clause at 52.215-12, Subcontractor Certified Cost or Pricing Data, of this solicitation, the Offeror shall require the subcontractor to submit a subset of cost or pricing data (actually or by specific identification in writing) as follows:

(i) _____

[Contracting Officer shall add paragraphs as necessary to identify each first-tier subcontract to which the authority of the Section 890 pilot has been flowed down, and the specific certified cost or pricing data required for each subcontract. Contracting Officer shall list the specific cost or pricing data deemed necessary to determine that the price is fair and reasonable for each subcontract, and describe the required submission format for each type of data. The type and extent of data required may differ based on the dollar value of the subcontract proposal, or other appropriate considerations. At a minimum, the Contracting Officer shall identify the specific prior subcontracts awarded in support of the DoD purchases of the same or similar products for which the subcontractor is required to submit the actual cost of performance. The Contracting Officer shall specify whether the authority of the Section 890 pilot is further flowed down to any lower-tier subcontract pertaining to each first-tier subcontract. Where the pilot authority is flowed down to lower-tier subcontracts, the Contracting Officer shall describe the specific certified cost or pricing data that is to be provided by each affected lower-tier subcontractor. The subcontractor and lower tier subcontractors to which the pilot authority is flowed down are not required to submit certified cost or pricing data that is not listed within this provision. If the Contracting Officer finds that additional certified cost or pricing data are needed in order to determine that the price is fair and reasonable, the Contracting Officer shall issue an amendment to the solicitation, revising this paragraph as needed to require the submission of the additional data.]

(ii) In the event a subcontractor denies the Offeror access to the data described in paragraph (e)(1)(i) of this provision, the data may be provided directly to the Contracting Officer.

(iii) If a subcontractor is unable to provide the extent of historical actual cost experience required by paragraph (e)(1)(i), then the Offeror shall require the subcontractor to provide certified cost or pricing data in accordance with paragraph (e)(2) of this clause.

(iv) The Offeror shall require the subcontractor to certify in substantially the form prescribed in paragraph (c)(2) of this provision that, to the best of its knowledge and belief, the data submitted under paragraph (e)(1)(i) of this provision were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract.

(2) For subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4 to which the authority of the Section 890 pilot has not been flowed down, the Offeror shall require the subcontractor to provide certified cost or pricing data in accordance with the clause at 52.215-12, Subcontractor Certified Cost or Pricing Data, of this solicitation and shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of the clause at 52.215-12 were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract.

(End of provision)

Section M - Evaluation Factors for Award

Construct an F-35 Special Access Program Facility providing controlled workspace for ICD 705 compliant secure flight planning and training, unclassified aircrew training and administrative space, aircrew flight equipment storage and maintenance, and step desk to support combat crew functions. The facility is segregated to support up to three foreign countries using separate secure systems. The facility includes concrete floor slabs and footings on pile foundation, structural steel frame, brick masonry finish walls, concrete decking, and a combination pitched standing seam metal and flat roof. The facility has lightning protection, fire detection and suppression, intrusion detection, and all required supporting facilities to provide a complete and usable facility including utilities, pavements, site improvements, and communication support. Privatized utility connection fees are included in their respective supporting facilities line item.

This solicitation is for a Design-Bid-Build, Firm Fixed Price contract at Ebbing Air Force Base, Fort Smith Arkansas.

Award will be made to the best overall proposal that is determined to be the most beneficial to the Government, through the tradeoff process. The Tradeoff Process permits the tradeoffs among cost, price and/or non-cost factors and allows the Government to accept other than the lowest priced proposal. The perceived benefits of the higher priced proposal must merit the additional cost, and the rationale for tradeoffs must be documented. The Source Selection Authority (SSA) will give due consideration to all the factors and their relative order of importance but reserves the right to make an award to other than the lowest priced offeror, or to other than the offeror with the highest technical rating or to reject all offers if the SSA determines that to do so would result in the best value to the Government.

Relative weights among technical factors are provided in this Section. The Source Selection Evaluation Board (SSEB) reviews, evaluates, and rates the proposals against the source selection criteria in the RFP. A competitive range consisting of the most highly qualified technical offerors will be established prior to discussions (if held). Concurrently, the Government analyzes price proposals of Offerors utilizing the project cost proposal. Price will not be rated but will be a factor in making the final best value determination for award. The Source Selection Authority (SSA) compares proposals and determines the best value for the government. The perceived benefits of the higher priced proposal must merit the additional cost, and the rationale for tradeoffs must be documented.

BASIS OF AWARD

The Contracting Officer will award a firm fixed-price contract to the responsible Offeror whose proposal the SSA determines conforms to the solicitation, is fair and reasonable with regard to pricing, and whose proposal offers the best overall value to the Government, considering the price and non-price factors described herein. All evaluation factors, other than price, when combined, are approximately equal to the price. As part of the evaluation, the Government will evaluate proposals relative to the minimum standards in the RFP to determine if they offer additional value to the Government. In addition, innovations in proposals will be evaluated to determine if creative ideas of the Offeror are a better value to the Government compared to the minimum criteria. After the Government evaluates and rates each proposal, the SSA will compare proposals to determine which proposal represents the best value for award.

The Government reserves the right to accept other than the lowest priced offer or to reject all offers. The Government will not award a contract to an Offeror whose proposal contains a deficiency, as defined in FAR 15.001. If there is a lower priced, conforming offer(s), the SSA must determine that the added value of a more expensive proposal would justify award to that Offeror.

Factor	Location	Description	Relative Importance
FACTOR 1	Vol. 1 TAB A	PAST PERFORMANCE	MOST IMPORTANT FACTOR
FACTOR 2	Vol. 1 TAB B	TECHNICAL APPROACH	LESS IMPORTANT THAN FACTOR 1, MORE IMPORTANT THAN FACTOR 3
FACTOR 3	Vol. 1 TAB C	SUMMARY SCHEDULE	LESS IMPORTANT THAN FACTORS 2 AND MORE IMPORTANT THAN FACTOR 4
FACTOR 4	Vol. 3 TAB A	SMALL BUSINESS PARTICIPATION	LEAST IMPORTANT FACTOR

NOTE: All evaluation factors, other than price, when combined, are considered approximately equal to price.

VOLUME I: PAST PERFORMANCE/TECHNICAL

TAB A - FACTOR 1 - PAST PERFORMANCE

Past Performance refers to the quality of relevant and recent project experience. This tab shall contain past performance information regarding same/similar projects that demonstrate the

experience of the offeror and/or proposed team. The past performance evaluation factor assesses the degree of confidence the Government has in an offeror's ability to supply products and services that meet users' needs, based on a demonstrated record of performance. In this factor, the Government will consider recent and relevant project performance, team organization, and team experience to determine the confidence rating.

a. Submission Requirements for Factor 1:

Offerors shall submit no more than five (5) Government and/or commercial projects for Construction which are recent and relevant to the efforts required by this solicitation as defined below. Use the attached Construction Past Performance Worksheet (Attachment 1) to submit construction experience. Limit each worksheet to no more than three pages.

Relevant: Demonstrate the experience of the offeror and/or proposed team on projects same /similar in SIZE, SCOPE, and COMPLEXITY to that described in the solicitation. Offerors shall identify and describe the relevancies for each of the projects submitted compared to the scope of this project. The Government will evaluate the information provided in making the relevancy determination.

Project to construct an F-35 Special Access Program Facility providing controlled workspace for ICD 705 compliant secure flight planning and training, unclassified aircrew training and administrative space, aircrew flight equipment storage and maintenance, and step desk to support combat crew functions. The facility is segregated to support up to three foreign countries using separate secure systems. The facility includes concrete floor slabs and footings on pile foundation, structural steel frame, brick masonry finish walls, concrete decking, and a combination pitched standing seam metal and flat roof. The facility has lightning protection, fire detection and suppression, intrusion detection, and all required supporting facilities to provide a complete and usable facility including utilities, pavements, site improvements, and communication support. Privatized utility connection fees are included in their respective supporting facilities line item. Facility will be designed as permanent construction in accordance with Department of Defense Unified Facilities Criteria 1-200-01. This project will comply with Department of Defense antiterrorism/force protection requirements per Unified Facilities Criteria 4-010-01. Air Conditioning: 195 Tons.

Recent: All projects submitted for construction experience must have been completed, or currently in progress with at least 50% construction completed, within the past (7) years as of the date of this solicitation. Projects completed more than (7) seven years from the date of the solicitation will not be deemed recent and will not be evaluated.

If any firm has multiple functions or divisions, limit the project examples to those performed by the division or unit submitting the offer. If projects were design-bid-build, identify them as such. If the Offeror is proposing as a Joint Venture (JV) and past performance cannot be provided as

a JV, each partner shall submit past performance information. Combined number of projects submitted shall be no more than the number allowed.

Past Performance Assessment Questionnaire (PPQ) (Attachment 2) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 1: Past Performance that does not have a final Contractor Performance Assessment Reporting System (CPARS) evaluation or is a non-Federal Government project. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires should be submitted with your proposal for projects submitted for past performance experience. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ which will provide contract and client information for the respective project(s). Offerors should follow-up with clients /references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Nicholas I. Johnston via email at nicholas.i.johnston@usace.army.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Do not request PPQs on projects that have a final CPARS evaluation. If a final CPARS evaluation exists and a PPQ is provided for the same project, the CPARS evaluation will be reviewed as the official past performance record for the project, and the PPQ will not be considered by the Source Selection Board or the Source Selection Authority.

For USACE or other DoD projects which are completed but do not yet have a final CPARS evaluation, one PPQ per contract may be submitted; to be considered, the PPQ shall be signed by the Administrative Contracting Officer (ACO) for the contract.

Offerors are not required to submit any additional past performance information. The Government will utilize CPARS, and any other information deemed relevant to assess confidence in the Offeror's ability to perform.

Offerors are encouraged to submit completed CPARS for projects submitted for past performance experience.

Offerors may submit performance recognition documents received within the last six years, such as awards, award fee determinations, customer letters of commendation, and any other

forms of performance recognition. There is no page limit for the performance recognition documents.

Offerors may submit information on past performance issues and corrective actions taken to prevent these issues from reoccurring. Discuss whether these corrective actions have been implemented on projects awarded after the performance issues, the effectiveness of the corrective actions, and POC information for the subsequent projects. Limit to no more than three pages, if submitted.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through CPARS, using all CAGE/UEI numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary /affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

B. Evaluation Criteria for Factor 1:

1. Relevancy Determination

a. The Government will evaluate the Offeror's past performance to determine how relevant each of the past performance projects is to the project under consideration. The Government may place greater value on projects performed as a prime contractor than as a subcontractor, depending upon overall role and relevancy considerations. Federal Government project past performance will not be rated inherently more important than non-Federal Government project past performance.

b. Projects completed outside the defined time period for recency will not be considered relevant to this solicitation.

c. More relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

d. Projects with lower degrees of relevance will not be as strong of predictors of likely future contract performance success and will typically have less influence on the final past performance confidence rating.

e. Projects that have little or no relevance typically do not influence the performance confidence rating; however, any projects with adverse past performance could reflect larger company-wide concerns and may have impact upon the past performance confidence rating.

2. Confidence Determination

a. The SSEB will review the past performance information available to determine the quality and usefulness as it applies to performance confidence assessment. If the Government cannot establish the Offeror's relevant past performance, it reserves the right to utilize the Past Performance Questionnaire to conduct telephone interviews on any source it deems relevant to the evaluation. Owners/references may be asked to comment on items such as quality of construction, timeliness, management of the work, subcontractor management, including timely payment to subs or suppliers, safety, relations between owner and designer or contractor, level of support for such things as as-built documentation, O&M manuals, training, correcting construction errors, warranty work, etc.

b. The Government's evaluation is not limited to past performance information on the cited example projects.

c. In determining the performance confidence rating for Past Performance, the degree of relevancy/recency of each of the considered efforts; the overall performance record of the offeror on each contract assessed; the number and severity of problems and the demonstrated effectiveness of corrective actions taken (not just planned or promised); recognition documents; and trend data will be considered. Projects with higher degrees of relevance will typically have a greater influence on the final performance confidence rating. Projects with lower degrees of relevance will typically have less influence on the final performance confidence rating however, any projects with adverse past performance could reflect larger company-wide concerns and may impact upon the past performance confidence rating. Projects which are comparatively more recent may be better predictors of likely future success than older projects. The resulting relevant/recent assessment conclusions will then be combined, along with the assessed quality

of performance on prior projects, to arrive at a single performance confidence rating for the Past Performance Factor.

d. The confidence rating will be established based on the past performance of the firms or that of its predecessor, if applicable. An entity may not establish past performance based on the past performance of its key personnel apart from that of the entity. If the Government does not obtain past performance information and cannot establish a past performance record for the Offeror through other sources, a rating of "Neutral Confidence" will be assigned.

e. If adverse past performance information is received and the Government initiates discussions, the offeror will be given the chance to respond to this information. CPARS included in the official record will be treated as if the offeror has already had an opportunity to address any adverse past performance identified during the evaluation process.

f. Although the SSEB may not rate an offeror that lacks recent, relevant past performance favorably or unfavorably with regard to past performance, the SSA may determine that a "Substantial Confidence" or "Satisfactory Confidence" past performance rating is worth more than a "Neutral Confidence" past performance rating in a best value tradeoff as long as the determination is consistent with stated solicitation criteria.

C. Evaluation and Rating System

1. A single, overall confidence rating shall be assigned to Past Performance.

2. The relevancy determination will assess the Offeror's past performance on a project-by-project basis to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired under this solicitation.

3. The confidence rating assesses the risks associated with each Offeror's likelihood of success in performing the requirements stated in the RFP based on the Offeror's demonstrated performance on recent projects. SSEB members and the SSA may use personal knowledge or information from other sources in its evaluation of an Offeror's past performance, provided such information is consistent with the established evaluation criteria of the RFP. Offerors that have no relevant performance record will be given a neutral confidence rating.

TAB B - FACTOR 2 - TECHNICAL APPROACH

A. Submission Requirements for Factor 2:

Offerors shall provide a comprehensive, well-organized description of their team's approach to successfully executing the requirements outlined in the RFP. The narrative should demonstrate a clear understanding of the scope of work, illustrate the offeror's capability to meet or exceed performance expectations, and describe how the work will be delivered on time and within budget.

FACTOR 2 shall be limited to 30 pages. Tables, illustrations, and drawings are excluded from this limitation.

The Technical Approach shall include, at a minimum, the following elements:

1. Disruption Mitigation

This project, located at Ebbing ANGB in Fort Smith, AR, presents unique challenges which include it is a semi remote location from large population areas, hence, limited workforce resources, and logistical constraints (e.g. lack of specialized subcontractors, third party inspectors, testing, labor, materials and equipment delivery, etc.). These challenges can impact project timelines, costs, safety, and requires careful planning and innovative solutions.

- Explain your strategy for minimizing schedule delays and cost growth, and for maintaining project safety based on the above stated challenges as well as disruption to any ongoing operations and adjacent activities during the construction effort.

- Include any innovative methods, staging techniques, or sequencing approaches intended to reduce impacts.

2. Project Execution Plan

Provide a comprehensive work plan describing how the project will be managed and executed from start to finish. At a minimum, address the following areas:

- Site mobilization and demobilization

- Subcontractor management

- Safety management and compliance

- Environmental compliance and sustainability measures

- Physical and information security requirements

3. **Methodology and Innovation**

- Describe the specific techniques, tools, frameworks, or best practices your team will use to accomplish the work.

- Highlight any innovative solutions or value-added approaches that will improve efficiency, safety, quality, or cost-effectiveness.

4. **Key Personnel**

- Identify all key personnel assigned to the project.

- Include their roles, responsibilities, qualifications, and relevant experience managing similar efforts.

- Explain the structure of the project team and reporting relationships.

5. Risk Management

- Provide a risk mitigation plan that identifies potential construction-related risks and outlines proactive strategies to address them.

- Include both internal and external risk factors (e.g., weather delays, supply chain issues, subcontractor performance).

6. Quality Control

- Describe how you will comply with Section 01 45 00.

- Provide your internal quality control measures that exceed the requirements of the solicitation that will be implemented to ensure that all deliverables meet contractual, regulatory, and technical requirements.

- Discuss inspection protocols, testing methods, and corrective action processes.

7. Utility Coordination

- Identify any known privatized utility providers at the project location (e.g., water, electric, gas, telecommunications).

- Provide a detailed utility coordination plan that outlines early engagement efforts, tie-in procedures, and service activations.

8. Communication Plan

- Describe how your team will communicate with the Government throughout the project lifecycle.
- Include the frequency and format of progress updates, stakeholder coordination, points of contact, and issue escalation protocols.

B. Evaluation Criteria for Factor 2:

The Government will evaluate the offeror's Technical Approach to determine the degree to which it reflects a comprehensive understanding of the requirements and the feasibility of the proposed plan to successfully execute the work. This evaluation will consider the clarity, completeness, and logic of the overall approach, as well as the offeror's ability to deliver quality results within the required timeframe and with minimal disruption to ongoing operations.

The evaluation will assess how well the offeror demonstrates an understanding of the scope of work and project objectives. This includes the offeror's ability to articulate the tasks, constraints, and operational environment in a manner that reflects a strong grasp of the technical and logistical challenges inherent in the project. Particular emphasis will be placed on the realism and feasibility of the proposed schedule. The Government will evaluate whether the submitted narrative and graphic (e.g., Gantt chart) schedules clearly identify all major features of work, milestones, and activity sequencing. The schedule will be assessed for logic, completeness, and consistency with the assumed Notice to Proceed (NTP) date of 2 June 2026.

The offeror's strategy for mitigating challenges such as schedule delays, cost growth, and project safety as well as minimizing disruption to ongoing operations will also be evaluated. The Government will consider the practicality and effectiveness of proposed sequencing, staging, and work-around measures intended to reduce impacts on the installation or adjacent activities. Proposals that demonstrate innovative but realistic approaches to disruption mitigation may be evaluated more favorably.

The work plan will be reviewed for its level of detail and the adequacy of its approach to managing and executing the construction effort. This includes evaluation of the offeror's plans for site mobilization, subcontractor management, quality control, safety management, environmental compliance, and adherence to security requirements. The Government will assess how clearly the offeror presents these elements and the degree to which they contribute to overall project success.

Additionally, the methodology and techniques proposed to execute the work will be evaluated for appropriateness and effectiveness. This includes the use of industry best practices, management frameworks, construction methods, and any value-added or innovative approaches that enhance project performance, efficiency, or cost-effectiveness.

The qualifications and experience of proposed key personnel will be assessed to determine their ability to successfully manage and execute the project. The evaluation will consider the clarity of team structure, the relevance of personnel experience to the scope of work, and the definition of roles and responsibilities.

The Government will review the offeror's risk mitigation plan to assess how well potential risks are identified, analyzed, and addressed. Evaluation will consider the realism of the proposed mitigation strategies and the offeror's ability to proactively manage risk throughout the project lifecycle.

The quality control approach will be evaluated based on the offeror's proposed procedures for ensuring compliance with contract requirements, including the use of inspections, testing protocols, and corrective action measures to ensure deliverable accuracy and completeness.

The plan for utility coordination will be reviewed to assess the offeror's preparedness to engage with privatized utility providers. The Government will evaluate the completeness of the coordination strategy, including activities related to disconnection, relocation, tie-ins, and service activation.

Finally, the Government will assess the offeror's communication approach, including how the team will maintain effective interaction with Government stakeholders throughout the project. This includes evaluation of reporting mechanisms, issue escalation procedures, and coordination practices.

TAB C - FACTOR 3 - SUMMARY SCHEDULE

A. Submission Requirements for Factor 3:

a) Proposed Contract Duration: The Offeror shall propose the overall contract duration in the appropriate Contract Line-Item Number in the CLIN Schedule, not to exceed the maximum contract duration.

b) Summary Schedule: Submit a summary level schedule for construction. This summary schedule will, after contract award, be replaced with a project schedule. The summary schedule shall be task oriented, indicating the number of calendar days, after notice to proceed, by which milestones are to be achieved. Offeror may use a critical path or other method of his choice; however, schedules shall be graphically represented and shall include, as a minimum, Activity ID, Activity Description, Original Duration, early start and early finish dates, and total float for each activity. The proposed schedule shall include an activity that shows the proposed overall contract duration in calendar days. Give attention to the following features:

i) Show activities for the building, site work and each feature of work in sufficient detail to demonstrate an understanding of the scope of work and to substantiate the reasonableness and realism of the proposed duration.

ii) Show submittal preparation and review/approval activities for long lead items to demonstrate an understanding of the submittal process and minimum review times for Government approved submittals. (See Section 01 33 00 Submittal Procedures).

iii) Show all critical activities (inspection, testing, certification.) in achieving the required quality and final accreditation to achieve ICD 705 standards.

iv) Show turnover of the building. The time to complete the building and turnover to the Government must consider the requirement for the Contractor's CQC completion inspection and the subsequent joint Contractor-Government turnover inspection.

v) Show closeout activities, to include the Red Zone meeting, record drawings, O&M manuals, to demonstrate your understanding of the closeout requirements for the contract. (See section 01 78 00 Closeout Submittals).

vi) Indicate the anticipated overall critical path on the schedule.

vii) Show activities and/or milestones for coordination with other entities during construction, to demonstrate your understanding of the coordination requirements for the contract.

viii) Constraints: Offeror must demonstrate the capability and flexibility to plan and schedule the complete project to meet the proposed contract completion period. Clearly identify any constraints on the schedules presented (e.g., labor or material availability, permits, weather, etc.).

ix) Show activities and/or milestones for the construction of privatized utilities in sufficient detail to demonstrate your understanding of the scope of work and coordination requirements with the Contracting Officer Representative (COR).

c) Schedule Narrative: Provide a maximum 2-page narrative that describes the approach to schedule management to ensure the project is delivered, successfully accredited, on time. Discuss how the proposed schedule accounts for labor and material challenges. Describe your plan to manage material and labor challenges to reduce schedule risk and complete construction within the proposed duration.

B. Evaluation Criteria for Factor 3:

a) Proposed Contract Duration: The proposed duration will become the contractually binding schedule. The Government will evaluate the contract duration, as proposed by the Offeror herein, not to exceed the maximum allowed duration. This duration shall also include all bid options. In assessing the reasonableness of the proposed contract duration, the Government may take into account how well the proposed summary schedule supports the proposed duration, as well as use other information, such as but not limited to independent judgment concerning logic, constraints and typical construction durations. A proposed contract order duration shorter than the duration will receive additional rating consideration, provided the schedule is realistic and deemed to be achievable. The Government will consider an

unreasonably condensed contract duration, which places additional cost or schedule risk on the Government, or which may create a risk of contract or performance failure, as a significant weakness or a deficiency, depending upon the evaluators' judgment.

b) Summary Schedule: The Government will evaluate the Offeror's capability to schedule the complete project within the proposed contract duration and the realism of the schedule. A schedule that offers advantage(s) to the Government over one that merely indicates an adequate understanding of the scope, restrictions, major milestones, and general understanding of the contract requirements will receive additional consideration.

c) Schedule Narrative: The Government will evaluate the schedule narrative to assess the strength of understanding of the project scope, objectives, coordination and restrictions which must be considered in the schedule, long lead items, closeout process. This includes the offeror's ability to articulate the tasks, constraints, and operational environment in a manner that reflects a strong grasp of the technical and logistical challenges inherent in the project. Particular emphasis will be placed on the realism and feasibility of the proposed schedule. The Government will evaluate whether the submitted narrative and graphic (e.g., Gantt chart) schedules clearly identify all major features of work, milestones, and activity sequencing. The schedule will be assessed for logic, completeness, and consistency with the assumed Notice to Proceed (NTP) date. A narrative that indicates, major milestones, and critical actions for successful final accreditation, will receive additional consideration.

VOLUME II: PRICE PROPOSAL

TAB	CONTENTS OF THE PRICE PROPOSAL
A	Signed Standard Form 1442 & Acknowledgement of Amendments
B	Price (FACTOR 5)
C	Representations and Certifications

D	Joint Venture and LLC (If Applicable)
E	Bid Guarantee (Bid Bond)
F	Responsibility Determination Data Form

General Instructions:

In accordance with Federal Acquisition Regulation (FAR) 15.402 and 15.403-1, certified cost or pricing data are not required based on the fact that adequate competition is expected for this procurement. In the event that adequate competition is not obtained, the Contracting Officer may incorporate FAR 52.215-20 entitled, "Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data," into the solicitation and request a Certificate of Current Cost or Pricing Data. **There are no page limitations for this volume.** Proposal information included in this volume which is not directly related to Price will be disregarded.

TAB A - Standard Form 1442 and acknowledgement of all amendments (Block 19), completed and signed by authorized individual of the offeror. Offers submitted in the name of a Joint Venture must be signed in accordance with the terms and conditions specified in the joint venture agreement as evidenced in the proposal.

TAB B - FACTOR 5 - PRICE. Proposed price schedule is to be completed in its entirety by all offerors to include the Subtotals and Totals section as found in Section 00 10 00 - Solicitation, Contract Line-Item Number (CLIN) Schedule.

TAB C - Representations and Certifications. Confirm that the Offeror's representations and certifications have been completed in the System for Award Management (SAM) in accordance with FAR 52.204-8. Submit the representations and certifications not entered in SAM that are included in Section 00 45 00 and elsewhere in the solicitation, under this tab.

TAB D - Joint Venture and LLC, if applicable. See Section 00 21 16 paragraph 5.a(4).

TAB E - Bonds format. Offerors shall submit bid bonds (Standard Form 24) in electronic format. Copies of the form can be found at <https://www.gsa.gov/reference/forms/bidbond>. Hard copies of bid bonds with the raised seal are no longer required and are not to be sent to the contracting office. Verification of Bid Bonds with sureties will be completed during the evaluation process and before award. Bid bond submissions shall be due by the proposal due date and time. Offerors are responsible for the accurate submission of the Bid Bonds with all signatures and seals applied.

For the purposes of this Request for Proposal, please note that IAW FAR 28.001:

"Bond means a written instrument executed by a bidder or contractor (the "principal"), and a second party (the "surety" or "sureties") (except as provided in FAR 28.204), to assure fulfillment of the principal's obligations to a third party (the "obligee" or "Government"), identified in the bond. If the principal's obligations are not met, the bond assures payment, to the extent stipulated, of any loss sustained by the obligee."

Bonds shall therefore be executed in the name of the legal entity, whether a joint venture, partnership, or the Prime Contractor of an informal teaming arrangement, with whom the Government would enter into a contract for a successful offeror. The entity named on the bond must be able to acquire bonding capacity on its own merits, and not as the result of indemnification from a subcontractor or third party.

TAB F - Responsibility Determination Data Form (Attachment 3)

Compliance. Failure to comply with the RFP requirements for Price information may reduce or eliminate the offeror's chance of being selected for award. Offerors shall ensure that the information presented in this volume is consistent and correlates with the information contained in the other proposal volumes.

Price Evaluation:

Adjectival ratings shall not be used for offerors' Price proposals. The Government will fully evaluate and negotiate, if applicable, all priced Contract Line-Item Numbers (CLINs) for award. For award purposes, the total proposed price for all CLINs will be added together into a total sum (contract value). The Offeror's Price proposal will be evaluated as follows:

1. **Firm Fixed Price Evaluation:** For a price to be fair and reasonable, it must represent a price to the Government that a prudent person would pay in the conduct of competitive business. The Offeror's proposed fixed-price CLINs may be evaluated, using one or more of the techniques described in FAR 15.404-1 in order to determine if they are fair and reasonable.

2. **Overall, Price Proposal Evaluation:** The overall Price proposal will be evaluated for the following:
 - a. **Compliance:** The Price proposal submitted by the Offeror will be evaluated for compliance based upon the submission requirements contained in this Section.

 - b. **Unbalanced Pricing:** The Offeror's overall Price proposal will be evaluated for unbalanced pricing as defined in FAR 15.404-1(g). An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government (see FAR 15.404-1(g)(1) through FAR15.404-1(g)(3)).

 - c. **Errors:** The Offeror's Price proposal will be reviewed for errors. The Offeror may be given an opportunity to clarify certain aspects of their proposal at the sole discretion of the Contracting Officer.

 - d. **Business Systems:** The Government may verify the adequacy of the Offeror's business systems, if applicable.

 - e. **Total Evaluated Price:** The total evaluated price consists of summing the Offeror's proposed fixed-price CLIN prices together with all options, if applicable.

Discussions: The Government intends to award without discussions. A "Competitive Range" is a subjective determination of the most highly rated proposals in the event that discussions with Offerors are required. In such an event, the SSA will approve a competitive range of all the

most highly rated proposals. If discussions are held, the Government may engage in a broad give and take with each Offeror in the competitive range, in accordance with FAR 15.306(d). The Government will provide the Offeror an advance agenda for the discussions. During discussions, the Government may ask the Offeror to further explain its proposal and to answer questions about it. Upon conclusion of discussions, those Offerors still considered the most highly rated, will be afforded an opportunity to submit their final proposal revisions for final evaluation and selection.

VOLUME III: SMALL BUSINESS PARTICIPATION AND SUBCONTRACTING PLANS

TAB	CONTENTS OF THE SMALL BUSINESS PARTICIPATION AND SUBCONTRACTING PLANS
A	Small Business Participation (Factor 4)
B	Subcontracting Plan (other than small business only)

TAB A - FACTOR 4 - SMALL BUSINESS PARTICIPATION

All offerors, regardless of size status, are required to submit a Small Business Participation Commitment Document (SBPCD). In accordance with DFARS 215.304(c)(i), Army FAR Supplement (AFARS), the Government will evaluate Small Business Participation in source selections for unrestricted acquisitions that require use of FAR 52.219- 9, Small Business Subcontracting. Offerors shall articulate within their SBPCD how they intend to meet the small business objectives.

A. Submission Requirements for Factor 4:

All Offerors shall submit a Small Business Participation Commitment Document (SBPCD) (Attachment 4) which specifies the offeror's level and degree of commitment to small business utilization/participation in performance of this requirement, per Army source selection

procedures. This factor does not have a page limitation. Nothing precludes an offeror from further demonstrating their extent of commitment to use small businesses beyond what has been required by this solicitation.

The Government will evaluate the level of proposed participation of small businesses in the performance of this contract to determine which offeror proposes the best value in terms of the contract relative to the objectives, percentages and criteria established herein. Failure to submit a SBPCD will be evaluated as a deficiency.

All offerors shall articulate the extent to which Small Businesses (SBs), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), HUBZone Small Businesses (HZs), Veteran-Owned Small Businesses (VOSBs), and Service-Disabled Veteran-Owned Small Businesses (SDVOSBs) are specifically identified in the proposal.

Extent of participation of Small Business firms in terms of percentages based on the total value of the offeror's proposal and the extent to which the proposal meets or exceeds small business participation percentages detailed below.

Large businesses may achieve their small business participation commitments through subcontracting to small businesses. Small businesses may achieve their small business participation commitments through their own performance/participation as a prime or through a joint venture, teaming arrangement, and subcontracting to other small businesses.

The target small business participation percentages are:

SBs: 30.66% based on total contract value

SDBs: 5 % based on total contract value

WOSBs: 5 % based on the total contract value

HZs: 3 % based on the total contract value

VOSBs: 4 % based on the total contract value

SDVOSBs: 5 % based on the total contract value

The offeror shall describe the use of small business firms providing the following information:

- (1) Name of each small business, include each socio-economic category
- (2) Complexity and variety of work to be performed by small business
- (3) Percentage of work to be performed by each firm

The Offeror shall provide a narrative describing their past performance complying with the requirements of the clause FAR 52.219-8, Utilization of Small Business Concerns and 52.219-9, Small Business Subcontracting Plan. The Government will evaluate based on one and/or a combination of the following:

- (1) Reporting of small business performance in CPARS
- (2) History of prompt payments to small business subcontractors
- (3) Reporting of small business performance in eSRS.
- (4) Documentation from customers demonstrating use/support of small businesses

(5) Documentation of other information to substantiate the use of small business demonstrating the total small business contract completion by the small business prime and/or subcontracting to other small business.

(6) Documentation from federal agency customers demonstrating the use/support of small business and/or information substantiating the use of small business subcontractors may be evaluated more favorably.

(7) SBA compliance reviews

(8) DCMA Small Business Subcontracting Program reviews

Offerors are encouraged to submit proof of awards, accolades, or similar type documentation received for their current and/or past support of small businesses.

Material submitted in support of the SBPCD shall be logically assembled and organized to facilitate evaluation. The use of hyperlinks in lieu of incorporating information into the proposal remains prohibited. Do not cross-reference materials as the Government will not look to obtain information in support of an offeror's SBPCD from other volumes or within the Subcontracting Plan (if applicable).

Offerors shall not submit a hybrid plan that includes a combination of elements from a SBPCD (in accordance with DFARS PGI 215.304) and elements of a Subcontracting Plan (in accordance with FAR 52.219-9) as the two are distinctly different. Doing so will result in a weakness.

B. Evaluation Criteria for Factor 4:

The Government will evaluate the extent of participation of Small Business firms in terms of percentages and amounts of the value of the total acquisition and the extent to which the proposal meets or exceeds small business participation percentages as detailed in the

submission requirements above. Offerors providing less than the percentages outlined above, without adequate justification of all the resources conducted to arrive at proposed percentages, may be evaluated less favorably and/or as a weakness.

The Government will verify the total proposed contract amount to ensure dollar amounts are consistent with what is being proposed in the SBPCD. If an offeror's value of their total acquisition is inconsistent with the values in the SBPCD, it may be evaluated less favorably.

Offerors that name specific Small Business firms that it intends to use in order to meet the stated participation percentages may be rated more favorably.

Government will evaluate the types of commitments in place (if any) for this specific acquisition (small business prime, written contract, verbal, enforceable, non-enforceable, joint ventures, mentor-protégé, teaming agreements, partnership letters of commitment(s), etc.). Enforceable commitments may be evaluated more favorably than non-enforceable commitments.

Enforceable commitments must include the following:

- (1) Firm must be a small business
- (2) Include the socioeconomic category of the small business
- (3) Identify the services/supplies to be provided by the small business
- (4) Specificity to the subject requirement by indicating the solicitation number on the document
- (5) Include legible signature blocks and signatures from BOTH parties authorized to sign on behalf of their respective firm to demonstrate acknowledgement of the business relationship

(6) Small business firm must be identified on the SBPCD as appropriate

The Government will evaluate the meaningful elements of the type and complexity of work to be performed by small business. Offerors failing to adequately identify the supplies/services to be performed or identifying less complex or a smaller variety of work may be evaluated less favorably.

The Government will evaluate the past performance of the offerors in complying with the requirements of the clauses at FAR 52.219-8 Utilization of Small Business Concerns or 52.219-9 Small Business Subcontracting Plan. The Government will evaluate based on one and/or a combination of the following: (1) Reporting of small business performance in CPARS, (2) History of prompt payments to small business subcontractors, (3) Reporting of small business performance in eSRS, (4) Documentation from customers demonstrating use/support of small businesses, (5) Documentation of other information to substantiate the use of small business demonstrating the total small business contract completion by the small business prime and/or subcontracting to other small business, (6) Documentation from federal agency customers demonstrating the use/support of small business and/or information substantiating the use of small business subcontractors may be evaluated more favorably, (7) SBA compliance reviews, and (8) DCMA Small Business Subcontracting Program reviews. Offerors with positive past performance information with respect to these requirements may be rated more favorably, while negative information may be rated unfavorably.

Offerors with no prior contracts containing FAR clause 52.219-8 will not be rated favorably or unfavorably.

Documentation from federal agency customers demonstrating the use/support of small business and/or information substantiating the use of small business subcontractors may be evaluated more favorably.

For purposes of this requirement, total contract value is defined as the cumulative value of the base plus all options, if applicable. Small business prime offerors may achieve small business participation through their own performance/participation as a prime, and through subcontracting to other small businesses. All offerors are required to submit Small Business Participation Commitment Document in accordance with the instructions in this section.

TAB B - Small Business Subcontracting Plan Alternate II, will be included in the solicitation. If the offeror is a large business, the offeror shall submit a Small Business Subcontracting Plan meeting the requirements of FAR 52.219-9, DFARS 252.219-7003, DFARS 252.219-7004 (if the offeror has a comprehensive subcontracting plan).

The socio-economic dollars must be equal to or greater than the commitments proposed in the Small Business Participation Commitment Document.

Small businesses specifically identified in the small business participation commitment document must be listed in the Small Business Subcontracting Plan submitted pursuant to DFARS 215.304(c)(i)(C).

Failure to submit an acceptable Small Business Subcontracting Plan will result in the offeror's ineligibility for award. Per FAR clause 52.219-9 and DFARS 252.219-7003, the Small Business Subcontracting Plan must be determined as "acceptable" by the Contracting Officer for consideration of an award under this solicitation.

The Small Business Subcontracting Plan will be evaluated as "acceptable" or "unacceptable".

Offerors are reminded:

It is the Government's expectation that the small business participation commitment document percentages (equated), based on the offer's proposal, will be met.

Failure to meet the dollars without sufficient justification in terms of the good faith efforts applied may result in the offeror paying liquidated damages to the Government in accordance with FAR 52.219-16, Liquidated Damages and a CPARS rating less than satisfactory during execution and administration of the contract.

Awarded contractors requiring a Small Business Subcontracting Plan shall include the district small business professional within eSRS to receive the required Individual Subcontracting Reports. Failure to include the district small business professional may be considered a failure in making a "good faith effort" to the contractor's Small Business Subcontracting Plan.

The firms will be required to notify the Contracting Officer of any substitutions of firms that are not Small Business firms, for the Small Business firms specifically identified in the Small Business participation proposal and the Small Business Subcontracting Plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract to facilitate compliance with DFARS 252.219-7003(e) during execution and administration of the contract.

ATTACHMENT 1

CONSTRUCTION PAST PERFORMANCE ASSESSMENT WORKSHEET

(Limit each worksheet to no more than 3 pages)

CONSTRUCTION PROJECT # _____

Offeror:

Project and Location and Contract Number:

Was this project performed by the division or unit of the company submitting the offer for this solicitation?

Owner:

Owner's Point of Contact for Reference:		Telephone:	
Awarded Construction Cost:		Final Construction Cost:	
Explain Cost Growth, if any:			
Date of Award:	Original Completion Date:	Revised Completion Date:	Percent Complete:
Explain Time Growth, if any:			
General Scope of Construction and Offeror's Role:			
Work Your Company Self-Performed:		Extent and Type of Work You Subcontracted Out:	
Identify and describe the relevancies for this project compared to the scope of the solicitation. The Government will evaluate the information provided in making the relevancy determination.			

Did any members of the proposed team (firms, not individuals) have a role in this project? Identify the team members (by firm), their role in this project, and their proposed role in this solicitation.

ATTACHMENT 2

USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name:

CAGE Code:

Address:

UEI Number:

Phone Number:

Email Address:

Point of Contact:

Contact Phone Number:

2. Work Performed as:

Joint Venture

Prime Contractor

Other (Explain)

Sub Contractor

Percent of project work performed:

If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number:

Delivery/Task Order Number (if applicable):

Contract Type:

Firm Fixed Price

Cost Reimbursement

Other (Please specify):

Contract Title:

Contract Location:

Award Date (mm/dd/yy):

Contract Completion Date (mm/dd/yy):

Actual Completion Date (mm/dd/yy):

Explain Differences:

Original Contract Price (Award Amount):

Final Contract Price (*to include all modifications, if applicable*): Explain Differences:

4. Project Description:

Complexity of Work

High

Med

Routine

How is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.*)

PAST PERFORMANCE QUESTIONNAIRE

Continued

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name:

Title:

Phone Number: Email Address:

6. Describe the client's role in the project:

7. Date Questionnaire was completed (mm/dd/yy):

8. Client's Signature:

NOTE: USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. PLEASE CONTACT THE OFFEROR FOR USACE POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

PAST PERFORMANCE QUESTIONNAIRE

Continued

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RATING

DEFINITION

NOTE

		An Exceptional rating is appropriate
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<p>(E) Exceptional</p>	<p>Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.</p>	<p>When the Contractor successfully performed multiple significant events that were of benefit to the Government /Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.</p>
<p>(VG) Very Good</p>	<p>Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.</p>	<p>A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.</p>
<p>(S) Satisfactory</p>	<p>Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p>	<p>A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.</p>
<p>(M) Marginal</p>	<p>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not</p>	<p>A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.</p>

	yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

Please circle the adjective rating which best reflects your evaluation of the contractor's performance.						
1. QUALITY:						
a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
	E	VG	S	M	U	N

c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance						
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N

4. MANAGEMENT/ PERSONNEL/LABOR						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business concerns	E	VG	S	M	U	N

f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N
b) Contractor proposed innovative alternative methods /processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>		Yes			No	
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>		Yes			No	
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>		Yes			No	
6. SAFETY/SECURITY						

<p>a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)</p>	E	VG	S	M	U	N
<p>b) Contractor complied with all security requirements for the project and personnel security requirements.</p>	E	VG	S	M	U	N
<p>7. GENERAL</p>						
<p>a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).</p>	E	VG	S	M	U	N
<p>b) Compliance with contractual terms/provisions (explain if specific issues)</p>	E	VG	S	M	U	N
<p>c) In summary, provide an overall rating for the work performed by this contractor.</p>	E	VG	S	M	U	N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):

ATTACHMENT 4

Small Business Participation Commitment Document (SBPCD) (Format)

The SBPCD format is designed to streamline and bring uniformity to responses and evaluations for small business participation when required under FAR 15.304. The format is distinctly different than the small business subcontracting plan required for other than small businesses (FAR 52.219-9). Proposals addressing the extent of small business participation (SBPCDs) shall be submitted separately from small business subcontracting plans (DFARS 215.305(c)(i)(B)). A copy of the SBPCD is recommended to be provided in your instructions to offerors or as an attachment to the RFP.

Other than small businesses are required to complete a SBPCD which will be incorporated into the resulting award by reference or attachment as an enforceable contractual requirement. Offerors should propose the level of participation of small businesses (as a small business prime, joint venture, teaming arrangement, and/or small business subcontractors) in the performance of the acquisition relative to the objectives/goals set forth in the evaluation of this area.

NOTE: Proposals including WOSB, HUBZone, VOSB, and SDVOSB percentages must ensure those socio-economic category submissions are SBA Certified.

(a) Check the applicable size and categories for the **PRIME** Offeror only - Check all applicable boxes:

Other-than Small Business (OTSB) Prime

OR

Small Business (SB) Prime; also categorized as a

Small Disadvantaged Business (SDB)

{ } Woman-Owned Small Business (WOSB)

{ } Historically Underutilized Zone (HUBZone) Small Business

{ } Veteran Owned Small Business (VOSB)

{ } Service-Disabled Veteran Owned Small Business (SDVOSB)

(b) Submit the total combined dollar value and percentage of work to be performed by both other than small and small businesses (include the percentage of work to be performed both by Prime, joint venture, teaming arrangement, and subcontractors):

Example: If the Prime proposes a price of \$1,000,000 (including all options), and small business (es) will provide \$250,000 in services/supplies as a prime, joint venture, teaming arrangement, or subcontractor, the % planned for small businesses is 25%; and 75% for OTSBs, equaling 100%.

Total Percentage planned for OTSBs	75% = \$ 750,000
Total Percentage planned for SBs	25% = \$ 250,000
	100% = \$1,000,000

(c) Please indicate the total percentage and dollar value of participation to be performed by each type of subcategory small business. The percentage of work performed by Small Businesses that qualify in multiple small business categories may be counted in each category:

Example: Victory Prop Mgt (WOSB and SDVOSB) performing 2%; and Williams Group (SDB, HUBZone and WOSB) performing 3%. Results equate to: SB 5%; SDB 3%; HUBZone 3%; WOSB 5%; SDVOSB 2%; VOSB 2%;. SDVOSBs are also VOSBs automatically; however, VOSBs are not automatically SDVOSBs.

Socio-Economic Status	Percentage	Dollars
SDB	%	\$
WOSB	%	\$
HUBZone	%	\$
VOSB	%	\$
SDVOSB	%	\$

(d) Identify the Prime Offeror and type of service/supply that the Prime Offeror will provide. Then list each of the intended subcontractors and principal supplies/services to be provided by that subcontractor. Provide the Unique Entity Identifier (UEI) or Commercial and Government Entity (CAGE) code (if available) for the Prime and each intended subcontractor. Also, provide the anticipated NAICS code(s) that the Prime Offeror believes best describes the product or services being acquired by its subcontracts with each intended subcontractor. Small business Primes and small business subcontractors that qualify as small businesses in multiple small business categories should be listed in each applicable small business category.

Example: If a Small Business qualifies as a WOSB and a SDVOSB, you can add them to each category below in which they qualify. Sample Chart below.

*Size/Socio-Economic Status	Name of Company Include UEI or CAGE	Anticipated NAICS Code	Type of Service /Supply
Prime Offeror			
OTSB			
SB			
SDB			

WOSB			
HUBZone			
VOSB			
SDVOSB			

NOTE: Pursuant to Sections 8(d) of the Small Business Act, a business is considered small for Government procurements if it does not exceed the size standard for the NAICS code that the prime contractor believes best describes the product or services being acquired. In other words, the size of the prime's suppliers is determined by the applicable NAICS code of their joint venture, teaming partner, or subcontract, which may or may not be the same NAICS code as the one for your prime contract with the Government.

(e) Describe the extent of commitment to use small businesses (e.g., what types of commitments, if any, are in place for this specific acquisition either - small business prime, written contract, verbal, enforceable, non-enforceable, joint venturing, mentor-protégé, etc.). Provide documentation regarding commitments to small business for this effort. Copies of such agreements should be provided as part of your SBPCD and will not count against the page limitation for this volume.

SECTION III

DISCUSSIONS

GENERAL INFORMATION. In accordance with FAR 15.306(d), discussion sessions with each offeror may be held. Should discussions take place, all offerors in the competitive range will be allowed a minimum of three calendar days to submit Final Proposal Revisions.

1. The primary objective of discussions is to maximize the Government's ability to obtain best value, based on the requirement and the evaluation factors set forth in the solicitation.
2. Prior to the establishment of the competitive range, the PCO may enter into limited "communications" with offerors only as described in FAR 15.306(b). Communications shall be documented on and conducted via transmittal of Evaluation Notices (ENs) to the applicable offeror. Each EN shall clearly indicate that the type of exchange being conducted is "Communications."

3. If discussions are to be conducted, the PCO shall, in consultation with the SSEB and with the approval of the SSA, establish the competitive range based on the ratings of each proposal against all evaluation criteria, as identified in the RFP, unless the range is further reduced for purposes of efficiency (see FAR 15.306[c]). The criteria used for establishing the competitive range and a written analysis explaining what will be discussed with each offeror shall be documented in a competitive range decision document (see paragraph 3.4). If, during discussions, the PCO decides an offeror's proposal should no longer be included in the competitive range, the PCO shall obtain SSA approval to eliminate the proposal from consideration for award and update the competitive range decision document. Written notice of this decision shall be provided to unsuccessful offerors in accordance with FAR 15.503

4. Discussions are tailored to each offeror's proposal and must be conducted by the PCO with every offeror within the competitive range. The scope and extent of discussions are a matter of PCO judgment. While the Government is not required to expound on every item that must be addressed by the offeror to improve its submission, the PCO must conduct and document meaningful discussions. At a minimum, during discussions, the SSEB through the PCO shall indicate to, or discuss with, each offeror in the competitive range the following: (a) any adverse past performance information to which the offeror has not yet had an opportunity to respond and (b) any deficiencies or significant weaknesses that have been identified during the evaluation. Discussions shall be documented on, and conducted via transmittal of, ENs to the applicable offeror. Each EN shall clearly indicate that the type of exchange being conducted is "Discussions." ENs are prepared by the SSEB and reviewed minimally by the PCO and Legal Counsel. Any EN addressing a proposal deficiency or significant weakness shall clearly indicate that a deficiency or significant weakness exists. The PCO is encouraged to discuss other aspects of the offeror's proposal that could, in the opinion of the PCO, be altered or explained to enhance materially the proposal's potential for award, such as weaknesses, excesses, and price. However, the PCO is not required to discuss every area where the proposal could be improved as outlined at FAR 15.306(d) and (e). The PCO is responsible for documenting the disposition and evaluation of each EN.

5. Although not mandatory, it is a best practice to discuss proposal weaknesses with prospective offerors. It is also a best practice for the PCO to require offerors to submit written proposal changes resulting from discussions before requesting Final Proposal Revisions (FPR) to ensure the offeror understands the EN, the SST understands the offeror's response, and the FPR is a request for pricing updates only.

6. An additional best practice following release of Discussions ENs is to set aside a time to review the ENs with the offeror by teleconference (a day or two after the offerors receive their ENs) to make sure the offeror understands what the Government is attempting to convey in the ENs. This helps ensure offerors answer the questions the SST intended to ask and reduces the need for follow-on ENs.

7. Discussions are concluded once the SSEB has documented the disposition of all ENs that were issued during the course of discussions/negotiations. Discussions shall only be concluded once the SSEB and PCO have an understanding of the offeror's proposal, and no further discussions are necessary.

*** END OF NARRATIVE 1 ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-4	Evaluation of Options Exercised at Time of Contract Award.	1988-06		
52.217-5	Evaluation of Options.	1990-07		
52.225-12	Notice of Buy American Requirement- Construction Materials Under Trade Agreements.	2014-05		