

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NUMBER FA441826R0009	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 23 Jul 2026	PAGE 1 OF 46
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NUMBER		5. REQUISITION/PURCHASE REQUEST NUMBER		6. PROJECT NUMBER DKFX1072201	
7. ISSUED BY		CODE: FA4418	8. ADDRESS OFFER TO		
FA4418 628 CONS LGC 101 E HILL BLVD, CP 843 963 5155 CHARLESTON AFB, SC 29404-5021 UNITED STATES LAUREN PARKER, Email: lauren.parker.4@us.af.mil Telephone: 8439633707 Robert Melton, Email: robert.melton.6@us.af.mil Telephone: 673-5173					
9. FOR INFORMATION CALL:		a. NAME LAUREN PARKER		b. TELEPHONE NUMBER <i>(include area code) (NO COLLECT CALLS)</i> 8439633707	
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: JB CHS MACC 2.0 Project Location: Charleston, South Carolina THIS SOLICITATION IS ISSUED AS A COMPETITIVE HUBZone AND SDVOSB BUSINESS SET-ASIDE USING TRADE-OFF PROCEDURES AND THE PROVISIONS OF SECTIONS L & M. NOTICE TO OFFEROR(S)/SUPPLIER(S): FUNDS ARE NOT PRESENTLY AVAILABLE FOR THIS EFFORT. NO AWARD WILL BE MADE UNDER THIS SOLICITATION UNTIL FUNDS ARE AVAILABLE. THE GOVERNMENT RESERVES THE RIGHT TO CANCEL THIS SOLICITATION, EITHER BEFORE OR AFTER THE CLOSING DATE. IN THE EVENT THE GOVERNMENT CANCELS THIS SOLICITATION, THE GOVERNMENT HAS NO OBLIGATION TO REIMBURSE AN OFFEROR FOR ANY COSTS. The maximum amount of all Task Orders issued shall not exceed \$400,000,000 over 5 yrs and 6 months, as extended through the exercise of options. NAICS Code: 236220 Size Standard: \$45,000,000 Please forward any questions or concerns to SSgt Lauren Parker; lauren.parker.4@us.af.mil					
11. The contractor shall begin performance within <u>10</u> calendar days and complete it within <u> </u> 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> ☒ YES ☐ NO				12b. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: a. Sealed offers in original and <u> </u> copies to perform the work required are due at the place specified in Item 8 by <u>12:00 PM</u> (hour) local time <u>21 Sep 2026</u> (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 <u>180</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

Computer generated.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NUMBER (Include area code)

16. REMITTANCE ADDRESS (Include only if different than item 14.)

CODE

FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT
NUMBER

DATE

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20b. SIGNATURE

20c. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT

☐ 10 U.S.C 3204(a) () ☐ 41 U.S.C. 3304(a) ()

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or print)

31a. NAME OF CONTRACTING OFFICER (Type or print)

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA
BY

31c. DATE

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STANDARD FORM 1442 (REV. 12/2022) BACK

Section A - Solicitation/Contract Form

JB Charleston MACC 2.0

NAICS: 236220

Size Standard: USD 45,000,000.00 Annual receipts

Small Business Type: Small Business

Set Aside Percent: 100

Product Service Code: Z2AA

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Estimated Quantity	Unit	Unit Price	Amount
0001	JB CHS MACC, Base Period - The JB CHS MACC, based on JB CHS MACC Statement of Work (SOW), dated 7 July 2025, with project requirements further defined by each Task Order's SOW. Contractors shall furnish all materials, equipment, transportation, and personnel necessary for project requirements and to manage and accomplish multiple, simultaneous projects in accordance with the JB CHS MACC SOW and Task Order SOW. Product Service Code: Z2AA Pricing Arrangement: Firm Fixed Price	999	Each		
Option Line Item 1001	Option Period 1 Option Period One - The JB CHS MACC, based on JB CHS MACC Statement of Work (SOW), dated 7 July 2025, with project requirements further defined by each Task Order's SOW. Contractors shall furnish all materials, equipment, transportation, and personnel necessary for project requirements and to manage and accomplish multiple, simultaneous projects in accordance with the JB CHS MACC SOW and Task Order SOW. Product Service Code: Z2AA Pricing Arrangement: Firm Fixed Price	999	Each		
Option Line Item 2001	Option Period 2 Option Period Two- The JB CHS MACC, based on JB CHS MACC Statement of Work (SOW), dated 7 July 2025, with project requirements further defined by each Task Order's SOW. Contractors shall furnish all materials, equipment, transportation, and personnel necessary for project requirements and to manage and accomplish multiple, simultaneous projects in accordance with the JB CHS MACC SOW and Task Order SOW. Product Service Code: Z2AA Pricing Arrangement: Firm Fixed Price	999	Each		
Option Line Item 3001	Option Period 3 Option Period Three- The JB CHS MACC, based on JB CHS MACC Statement of Work (SOW), dated 7 July 2025, with project requirements further defined by each Task Order's SOW. Contractors shall furnish all materials, equipment, transportation, and personnel necessary for project requirements and to manage and accomplish multiple, simultaneous projects in accordance with the JB CHS MACC SOW and Task Order SOW. Product Service Code: Z2AA Pricing Arrangement: Firm Fixed Price	999	Each		

Option Line Item 4001	Option Period 4 Option Period Four- The JB CHS MACC, based on JB CHS MACC Statement of Work (SOW), dated 7 July 2025, with project requirements further defined by each Task Order's SOW. Contractors shall furnish all materials, equipment, transportation, and personnel necessary for project requirements and to manage and accomplish multiple, simultaneous projects in accordance with the JB CHS MACC SOW and Task Order SOW. Product Service Code: Z2AA Pricing Arrangement: Firm Fixed Price	999	Each		
Option Line Item 5001	Option Period 5 Option to Extend Services - The JB CHS MACC, based on JB CHS MACC Statement of Work (SOW), dated 7 July 2025, with project requirements further defined by each Task Order's SOW. Contractors shall furnish all materials, equipment, transportation, and personnel necessary for project requirements and to manage and accomplish multiple, simultaneous projects in accordance with the JB CHS MACC SOW and Task Order SOW. Product Service Code: Z2AA Pricing Arrangement: Firm Fixed Price	999	Each		

Section C - Description/Specifications/Statement of Work

This requirement is for Firm-Fixed-Price, Multiple Award Construction Contract (MACC). The contractor shall provide all labor, equipment, materials, transportation, supervision, and testing to accomplish a broad range of multi-disciplinary, maintenance, repair, and minor construction projects. Project scopes may include, but are not limited to new construction, alteration/repair and/or demolition of buildings and structures, roads, grounds, and utilities. Work may also include design/build from concept to full 100% design.

Location of work will be:

Joint Base Charleston - Air Base, Charleston, SC;

Joint Base Charleston - Naval Weapons Station, Goose Creek, SC;

Short Stay Recreational Area, Moncks Corner, SC; and

Defense Fuel Supply Point, Charleston, SC.

Location of work in Outlying Areas will include:

North Auxiliary Airfield, North, SC;

Seymour Johnson AFB, Goldsboro, NC; and

Shaw AFB, Sumter, SC.

MACC awardees will compete for subsequent Task Orders. The Government will issue Task Orders for projects generally valued between \$1M and \$25M.

Site Visit attendance shall be required for Task Order Proposal Submission unless otherwise specified.

Contractors are required to submit responsive proposals on 75% of Task Order Proposal Requests (TOPRs) over a twelve month period of performance or risk being removed from the MACC at no cost to the Government in accordance with On and Off-Ramp procedures.

No more than 10% of Task Orders by Quantity of Task Orders shall be issued for Outlying Areas.

Requirements

Statement of Work and Technical Specifications (See Section J, Attachment 1)

Section D - Packaging and Marking

Section E - Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria. DoDAAC: F1M3E2 CountryCode: USA F1M3E2 628 CES CECC AF BPN NO MILSBILL CP8439634955, 100 W STEWART AVE BLDG 661 JOINT BASE CHARLESTON, SC 29404-4827 UNITED STATES Warren Wade Email: warren.wade.5@us.af.mil Telephone: 8436377241
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria. DoDAAC: F1M3E2 CountryCode: USA F1M3E2 628 CES CECC AF BPN NO MILSBILL CP8439634955, 100 W STEWART AVE BLDG 661 JOINT BASE CHARLESTON, SC 29404-4827 UNITED STATES Warren Wade Email: warren.wade.5@us.af.mil Telephone: 8436377241
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	Email: warren.wade.5@us.af.mil Telephone: 8436377241
Option Line Item 4001	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria. DoDAAC: F1M3E2 CountryCode: USA F1M3E2 628 CES CECC AF BPN NO MILSBILL CP8439634955, 100 W STEWART AVE BLDG 661 JOINT BASE CHARLESTON, SC 29404-4827 UNITED STATES Warren Wade Email: warren.wade.5@us.af.mil Telephone: 8436377241
Option Line Item 5001	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria. DoDAAC: F1M3E2 CountryCode: USA F1M3E2 628 CES CECC AF BPN NO MILSBILL CP8439634955, 100 W STEWART AVE BLDG 661 JOINT BASE CHARLESTON, SC 29404-4827 UNITED STATES Warren Wade Email: warren.wade.5@us.af.mil Telephone: 8436377241

Section F - Deliveries or Performance

Overall Contract Delivery Period

Line Item	Delivery Schedule	Estimated Quantity	Address and POC
0001	Delivery Schedule From date of lead time event to beginning of performance 10 Calendar Days Date of Notice to Proceed Receipt Ordering Period From 27 Jun 2027 To 26 Jun 2028	999 Each	Place of Performance DoDAAC: F1M3E2 CountryCode: USA F1M3E2 628 CES CECC AF BPN NO MILSBILL CP8439634955, 100 W STEWART AVE BLDG 661 JOINT BASE CHARLESTON, SC 29404-4827 UNITED STATES Warren Wade Email: warren.wade.5@us.af.mil Telephone: 8436377241
Option Line Item 1001	Delivery Schedule From date of lead time event to beginning of performance 10 Calendar Days Date of Notice to Proceed Receipt Ordering Period From 27 Jun 2028 To 26 Jun 2029	999 Each	Place of Performance DoDAAC: F1M3E2 CountryCode: USA F1M3E2 628 CES CECC AF BPN NO MILSBILL CP8439634955, 100 W STEWART AVE BLDG 661 JOINT BASE CHARLESTON, SC 29404-4827 UNITED STATES Warren Wade Email: warren.wade.5@us.af.mil Telephone: 8436377241
Option Line Item 2001	Delivery Schedule From date of lead time event to beginning of performance 10 Calendar Days Date of Notice to Proceed Receipt Ordering Period From 27 Jun 2029 To 26 Jun 2030	999 Each	Place of Performance DoDAAC: F1M3E2 CountryCode: USA F1M3E2 628 CES CECC AF BPN NO MILSBILL CP8439634955, 100 W STEWART AVE BLDG 661 JOINT BASE CHARLESTON, SC 29404-4827 UNITED STATES Warren Wade Email: warren.wade.5@us.af.mil Telephone: 8436377241
	Delivery Schedule From date of lead time event to beginning of performance 10 Calendar Days Date of Notice to Proceed Receipt	999 Each	Place of Performance DoDAAC: F1M3E2 CountryCode: USA F1M3E2 628 CES CECC AF BPN NO MILSBILL CP8439634955, 100 W STEWART AVE BLDG 661 JOINT BASE CHARLESTON, SC 29404-4827 UNITED STATES

Option Line Item 3001	Ordering Period From 27 Jun 2030 To 26 Jun 2031		Warren Wade Email: warren.wade.5@us.af.mil Telephone: 8436377241
Option Line Item 4001	Delivery Schedule From date of lead time event to beginning of performance 10 Calendar Days Date of Notice to Proceed Receipt Ordering Period From 27 Jun 2031 To 26 Jun 2032	999 Each	Place of Performance DoDAAC: F1M3E2 CountryCode: USA F1M3E2 628 CES CECC AF BPN NO MILSBILL CP8439634955, 100 W STEWART AVE BLDG 661 JOINT BASE CHARLESTON, SC 29404-4827 UNITED STATES Warren Wade Email: warren.wade.5@us.af.mil Telephone: 8436377241
Option Line Item 5001	Delivery Schedule From date of lead time event to beginning of performance 10 Calendar Days Date of Notice to Proceed Receipt Ordering Period From 27 Jun 2032 To 26 Dec 2032	999 Each	Place of Performance DoDAAC: F1M3E2 CountryCode: USA F1M3E2 628 CES CECC AF BPN NO MILSBILL CP8439634955, 100 W STEWART AVE BLDG 661 JOINT BASE CHARLESTON, SC 29404-4827 UNITED STATES Warren Wade Email: warren.wade.5@us.af.mil Telephone: 8436377241

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

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

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

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

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

Invoice 2in1

(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.

Invoice 2in1

(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	See Schedule
Issue By DoDAAC	FA4418
Admin DoDAAC	FA4418
Inspect By DoDAAC	See Schedule
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	See Schedule
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.

Not applicable.

(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

Additional Information/Notes

SPECIAL INFORMATION AND INSTRUCTIONS TO ALL INTERESTED CONTRACTORS: IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THEY CHECK THE WWW. SAM.GOV WEBSITE FOR ANY AMENDMENTS TO THE SOLICITATION. YOU ARE ENCOURAGED TO REGISTER ON THE WWW.SAM.GOV WEBSITE TO RECEIVE NOTIFICATION OF CHANGES TO THE SOLICITATION. FAILURE TO ACKNOWLEDGE AMENDMENTS MAY RENDER YOUR PROPOSAL NONRESPONSIVE.

PRE-PROPOSAL CONFERENCE AND SITE VISIT:

1. A pre-proposal conference and site visit is scheduled for 6 August 2026 at 12:00 PM EST. The site visit will be conducted at Joint Base Charleston - Air Base, N. Charleston, SC 29404. Offerors are encouraged to attend and are requested to contact SSgt Lauren Parker, Contracting Officer, at lauren.parker.4@us.af.mil or call 843-963-3707 at least five (5) days prior to the conference day if they plan to attend. Please limit the number of attendees to two (2) per company.
2. The purpose of this meeting is to visit the site, clarify the statement of work and terms of the solicitation, and to answer any questions concerning the solicitation. Offerors are requested to prepare all questions in writing, submitted via email to lauren.parker.4@us.af.mil, three business days prior to the scheduled date of the conference. Submission of questions prior to the conference is encouraged, however, the deadline for all questions pertaining to this solicitation shall be received no later than (NLT) 11 July 2026 at 9:00 AM EST.
3. Remarks and explanations provided at the conference shall NOT qualify the terms of the solicitation and statement of work. Unless the solicitation is amended in writing, it will remain unchanged. Should an amendment be issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.

CLAUSES INCORPORATED BY FULL TEXT

PERFORMANCE AND PAYMENT BOND REQUIREMENTS (IAW RFO 28.101-2 and RFO 28.102-3)

PROPOSAL BOND: The offeror shall submit a Proposal Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government in the amount of 20% of the proposal price for each Task Order Proposal. The Proposal Bond penalty shall be expressed in dollars and cents.

The contractor shall submit a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25-A) with good and sufficient surety and sureties to the Government within 15 days of award of each Task Order.

The penal sum of such bonds will be as follows:

- a. PERFORMANCE BONDS: The penal amount of the performance bond shall equal one hundred percent (100%) of the contract price for each Task Order.
- b. PAYMENT BONDS: The penal amount of the payment bond shall equal one hundred percent (100%) of the contract price for each Task Order.

POST-AWARD CONFERENCE ATTENDANCE (MINIMUM CONTRACT GUARANTEE)

The contract minimum order requirements is \$3,000.00. The Government reserves the right to award the Seed Project to the JB CHS MACC awardee providing the overall Best Value to the Government. All JB CHS MACC awardees will receive a \$3,000 Post-Award Orientation Task Order to satisfy guaranteed minimums. The conference shall provide a contract overview covering program requirements and procedures.

All awardees will be required to attend the Post-Award Orientation. The Contractor shall determine which members of their team will attend. It is encouraged that key team members involved with program/project management, quality control and superintendence attend.

The Government will not be liable for any costs that the Contractor incurs that exceed the task order amount for attendance at this conference. The Seed Project Task Order and Post-Award Orientation Task Orders are contingent on availability of funds.

BUSINESS LICENSE TAX - SOUTH CAROLINA

In accordance with Contract Clause 52.229-3, Federal, State and Local Taxes dated July 2025 incorporated by reference, be advised that the City of North Charleston, South Carolina imposes a business license tax on all contract work within the city of North Charleston, South Carolina. The city interprets this to include contractors performing work for the United States government within the limits of North Charleston. Joint Base Charleston - Air Base is included within the City of North Charleston,

South Carolina. The cost of the license is proportional to the dollar amount of work being executed. Information for the North Charleston City Tax may be obtained by calling 843-740-2632.

PKI CERTIFICATE FOR PAST PERFORMANCE EVALUATION

Performance Evaluations are required on all completed DoD construction contracts. These evaluations are used in past performance evaluations conducted on your future proposals. The evaluations are placed in a computer database called Contractor Performance Assessment Reporting System (CPARS). This system requires the contractor to include their comments in their evaluation. To access the system, it is encouraged that you obtain a PKI (Public Key Infrastructure) certificate. A PKI certificate is software which is purchased from an approved commercial vendor and installed on your computer. You will be required to purchase an "Identity Certificate" to access the CPARS or the Past Performance Information Report System (PPIRS), which will contain all past performance evaluations for your firm for any DoD contracts. The average cost for a PKI certificate is about \$80 - \$120 per certificate, per year.

REQUIRED INSURANCE (IAW FAR 28.306 (b))

Reference RFO 52.228-5 entitled Insurance-Work on a Government Installation, "The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the contract."

- a. Workman's Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a state which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workman's Compensation Insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability of \$100,000.00.
- b. General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000.00 per occurrence shall be required on the comprehensive form of policy.
- c. Automobile Liability Insurance. The insurance shall be required on the comprehensive form of policy and shall provide bodily liability, injury, and property damage liability covering the operation of all automobiles used in connection with the performance of this contract. At least the minimum amount of \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and \$20,000.00 per occurrence for property damage shall be required.

CONTRACTOR ACCESS TO DEPARTMENT OF THE AIR FORCE INSTALLATIONS (DAF Part 42)

The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Department of the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, and valid vehicle insurance certificate to obtain a vehicle pass.

During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

The contractor and, as applicable, subcontractor shall not employ persons for work on this contract if such employee is identified as a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population. The contractor or subcontractor shall not employ persons under this contract who have an outstanding criminal warrant, are currently on probation or parole, or are on the state /national Sex Offender Register as identified by South Carolina Law Enforcement Division (SLED)/National Crime Information Center (NCIC). All contractor and subcontractor personnel must consent to NCIC criminal history background checks.

Contractor and subcontractor personnel who do not consent to an NCIC check will be denied access to the installation. Information required to conduct an NCIC check includes, but is not limited to full name, driver's license number, social security number, and date of birth of the person entering the installation. The contractor shall provide all information required on the Joint Base Charleston (JB CHS) Worksheet for Base Access and shall submit it in conjunction with the contractor's request for either base or vehicle passes. Completion of a successful NCIC check does not invalidate the requirement for an escort when contractor or subcontractor personnel are working within controlled or restricted areas. Contractors shall ensure their employees and those of their subcontracts have the proper credentials allowing them to work in the United States. Persons later found to be undocumented will be remanded to the proper authorities. The contractor shall not be entitled to any compensation for delays or expenses associated with this provision. Furthermore, nothing in this provision shall excuse the contractor from proceeding with the contract as required.

Badges - Contractors and subcontractors shall submit the completed and approved Joint Base Charleston (JB CHS) Worksheet for Base Access and copies of required identification prior to planning to work. Upon completion of the background check, the employee will report to the installation entry control center, with a photo identification issued by a Federal/State activity, for receipt of a badge with a designation of the area of the base he will be allowed access.

Contractor Registration of Vehicles on Joint Base Charleston- All contractor or contractor employees' vehicles used for the performance of this contract shall comply with all local, state and federal regulations. To register a privately owned/commercial vehicle and obtain a vehicle pass, contractor personnel shall provide a valid driver's license, current vehicle registration, and valid vehicle insurance certificate. Additionally, any pass shall be surrendered to Security Forces upon demand to positively identify a person's need to be on Joint Base Charleston.

Access to Installation During Force Protection Conditions (FPCONs) - Contractors will be assigned a mission essential designation IAW requirements contained in JBCIDP 31-1, Installation Security Instruction. Only the installation commander or the unit commander requesting contract support will assign the mission essential designation.

Contractors Working in Controlled or Restricted Areas - The Government may establish Free Zones within restricted areas. The contractor shall provide its own vetted designees to serve as official escorts for unbadged personnel to, from, and within these Free Zones in accordance with installation-approved security ratios and transit procedures. Unbadged personnel must remain within the physical boundaries of the Free Zone at all times.

Only contractor personnel with proper authority, vetting, and qualifications shall enter a controlled or restricted area to serve as designees/escorts. Contractor designees are required to obtain the appropriate installation-approved Restricted Area Badge (RAB) (AF Form 1199 or AF Form 1199CD) and base access credentials prior to performing escort duties. All designees must undergo and pass the minimum background investigation (Tier 1) and fingerprinting required by installation security policies.

The contractor shall fully comply with all security regulations imposed by the installation commander and/or the agency responsible for the project location IAW DAFI 31-101, The Department of the Air Force Installation Security Program, and the Base Defense Plan (BDP) 31-1. The Government may revoke credentials or direct the contractor to leave controlled or restricted areas at any given time.

FORCE PROTECTION CONDITIONS

Force Protection Conditions (FPCON) are implemented on the base to increase protective measures in anticipation of, or in response to, the threat of terrorist attack. The DoD FPCON consists of five progressive levels of increasing protective measures. The circumstances that apply and the purposes of each protective posture are as follows:

- FPCON NORMAL: Applies when a general global threat of possible terrorist activity exists and warrants a routine security posture. At a minimum, access control will be conducted at all DoD installations and facilities.
- FPCON ALPHA: Applies when there is an increased general threat of possible terrorist activity against personnel or facilities, and the nature and extent of the threat are unpredictable. ALPHA measures must be capable of being maintained indefinitely.
- FPCON BRAVO: Applies when an increased or more predictable threat of terrorist activity exists. Sustaining BRAVO measures for a prolonged period may affect operational capability and military-civil relationships with local authorities.
- FPCON CHARLIE: Applies when an incident occurs or intelligence is received indicating some form of terrorist action or targeting against personnel or facilities is likely. Prolonged implementation of CHARLIE measures may create hardship and affect the activities of the unit and its personnel.
- FPCON DELTA: Applies in the immediate area where a terrorist attack has occurred or when intelligence has been received that terrorist action against a specific location or person is imminent. This FPCON is usually declared as a localized condition. FPCON DELTA measures are not intended to be sustained for an extended duration.

SUSTAINABLE PROCUREMENT PROGRAM

"Sustainable Procurement Program" (formerly known as Green Procurement) is the purchase of environmentally preferable products and services in accordance with one or more of the established Federal "green" procurement preference programs.

Contractors shall comply with this requirement with respect to any purchased item where the purchase price of a functionally similar item collectively exceeds \$10,000 during a fiscal year. Any item purchased by or for government use shall be composed of the highest percentage of recovered materials or biobased content practicable. The decision not to procure such items shall be based on a determination that such items--

- a) are not reasonably available within a reasonable period of time;
- b) fail to meet satisfactory performance standards; or

c) are only available at an unreasonable price.

For contract actions that exceed \$100,000, contractors shall estimate the percentage of the total material utilized for the performance of the contract which is recovered materials.

The Comprehensive Procurement Guideline (CPG) Program is discussed in detail on the EPA's website <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. A CPG Product Supplier Directory of green products is provided on this website along with possible sources of such products.

The Bio preferred program is discussed in detail on the USDA website <https://www.biopreferred.gov/BioPreferred/>. This website also has a list of products and sources that qualify as biobased products. In the performance of this contract, the Contractor shall -

a) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

b) Submit this report no later than

i. October 31 of each year during contract performance; and

ii. At the end of contract performance.

SECURITY REQUIREMENTS FOR FLIGHT LINE GATE CODE APPLICABLE TO PROJECTS ACCESSIBLE TO THE FLIGHTLINE OR CONTROLLED AREAS (AREAS ADJACENT TO THE FLIGHTLINE)

Flight line Electronic Gate Access Code (Vehicle & Pedestrian):

The purpose of the flight line gate code is to facilitate easier access for personnel who need unimpeded/continued entry to the industrial maintenance complex. The code will be given only to those Contractors and/or Contracting Agencies that have extended work projects in or around the flight line industrial complex and aircraft mass parking area. If a contract is awarded by an off-base agency, then it will be the responsibility of the security manager for the using agency to give out the gate code. The Joint Base Charleston sponsor designates key supervisors within the prime/subcontractor company. The gate code should only be provided to and used by the primary/subcontractor supervisors. The gate code should not be provided to any other contractors for matter of convenience. At no time will the exact gate code be transmitted via telephone, email, radio or by any other electronic means or mediums.

Violations compromise the security and mission of Joint Base Charleston. Any violation will constitute noncompliance with terms and conditions of the contract and will adversely impact the contractor/subcontractor's performance evaluations. The gate code should only be provided to and used by the primary/subcontractor supervisors.

PROJECT DISTRIBUTION

Historical Task Order Data:

Construction projects under this contract will generally range from \$3,000 to \$30,000,000 with the majority of projects between \$1,000,000 and \$10,000,000.

JB Charleston's future project trajectory (through FY31) can be evaluated at Attachment XW - Work Load Estimate. This Work Load Estimate is JB Charleston's current program and can be changed, edited, reduced, or increased at any time. Liquidated Damages: Liquidated Damages will be calculated with each Task Order under this MACC. Typically, JB Charleston's Liquidated Damages are \$637/Calendar Day.

Proposal Request Limitations:

Throughout the MACC, Task Order Proposal Requests (TOPR) may be issued when funds are not yet available for obligation. The Government reserves the right to request proposals or modifications to existing task orders prior to funds availability. In this case, Contractors will be made aware of the status of funding and may not be reimbursed for proposal preparations. The Government will make reasonable efforts to avoid TOPR and modification proposals which are not highly likely to be funded. This notice will accompany each TOPR and modification proposal when funds are not presently available:

Notice to Offeror(s)/Supplier(s): Funds are not presently available for this effort. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels the solicitation, the Government has no obligation to reimburse an offeror for any costs.

Specifications and Drawings:

Specifications and Drawings for each Task Order supersedes the Division 01 Specifications provided as attachments to the Statement of Work for this solicitation. The Division 01 Specifications provided as attachments to the Statement of Work are for Design-Build Task Orders which may require Specifications and Drawings as a deliverable.

ORGANIZATIONAL CONFLICT OF INTEREST (DAF Part 9)

The following restrictions and definitions apply to prevent conflicting roles which may bias the Contractor's judgment or objectivity, or to preclude the Contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.

Descriptions or definitions:

"Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries.

"Development" means all efforts towards solution of broadly-defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

"Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

"System" means the system that is the subject of this contract.

"System Life" means all phases of the system's development, production, or support.

"Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

"Technical Direction" means developing work statements, determining parameters, directing other Contractors' operations, or resolving technical controversies.

The Contractor agrees to accept and to complete all issued task orders, and not to contract with Government prime Contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

(End Section H)

Section I - Contract Clauses

RFO 52.211-13 Time Extensions. (Sep 2000)

RFO 52.222-90 Addressing DEI Discrimination by Federal Contractors. (April 2026)

RFO 52.225-9 Buy American-Construction Materials. (Nov 2025)

RFO 52.225-10 Notice of Buy American Requirements-Construction Materials. (May 2014)

RFO 52.225-11 Buy American-Construction Materials Under Trade Agreements. (Nov 2025)

RFO 52.229-3 Federal, State, and Local Taxes. (Jul 2025)

RFO 52.229-12 Tax on Certain Foreign Procurements. (Jul 2025)

RFO 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days before the end of the Period of Performance.

(End of clause)

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

R-DFAR 252.236-7002 Obstruction of Navigable Waterways. (Dec 1991)

R-DFAR 252.236-7006 Cost Limitation. (Jan 1997)

R-DFAR 252.236-7007 Additive or Deductive Items. (Dec 1991)

R-DFAR 252.236-7013 Requirements for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers. (Jan 2023)

R-DFAR 252.215-7992 Only One Offer. (DEVIATION 2026-O0048) (Mar 2026)

R-DFAR 252.215-7996 Notification to Offerors--Postaward Debriefings. (DEVIATION 2026-O0048) (Mar 2026)

(a) Definition. As used in this provision--"Nontraditional defense contractor" means an entity that is not currently performing and has not performed 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, for at least the 1- year period preceding the solicitation of sources by DoD for the procurement (10 U.S.C. 3014).

(b) Postaward debriefing.

(1) Upon timely request, the Government will provide a written or oral postaward debriefing to successful or unsuccessful offerors for contract awards valued at \$15 million

(2) When required, the minimum postaward debriefing information will include the following:

(i) For contracts in excess of \$15 million and not in excess of \$150 million with a small business or nontraditional defense contractor, an option for the small business or nontraditional defense contractor to request disclosure of the agency's written source selection decision document, redacted to protect the confidential and proprietary information of other offerors for the contract award.

(ii) For contracts in excess of \$150 million, disclosure of the agency's written source selection decision document, redacted to protect the confidential and proprietary information of other offerors for the contract award.

(3) If a required postaward debriefing is provided--

(i) The debriefed Offeror may submit additional written questions related to the debriefing not later than 2 business days after the date of the debriefing;

(ii) The agency will respond in writing to timely submitted additional questions within 5 business days after receipt by the contracting officer; and

(iii) The postaward debriefing will not be considered to be concluded until the later of--

(A) The date that the postaward debriefing is delivered, orally or in writing; or

(B) If additional written questions related to the debriefing are timely received, the date the agency delivers its written response.

(c) Contract performance. The Government may suspend performance of or terminate the awarded contract upon notice from the Government Accountability Office of a protest filed within the time periods listed in paragraphs(c)(1) through (3) of this provision, whichever is later:

(1) Within 10 days after the date of contract award.

(2) Within 5 days after a debriefing date offered to the protestor under a timely debriefing request in accordance with Federal Acquisition Regulation (FAR) 15.301 unless an earlier debriefing date is negotiated as a result.

(3) Within 5 days after a postaward debriefing under FAR 15.301 is concluded in accordance with Defense Federal Acquisition Regulation Supplement 215.301-170.

(End of provision)

R-DFAR 252.236-7004 Payment for Mobilization and Demobilization. (Dec 1991)

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

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

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

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

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

(i) Actual mobilization costs at completion of mobilization;

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

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

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

(End of clause)

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		
52.203-3	Gratuities.	Apr 1984		
52.203-5	Covenant Against Contingent Fees.	May 2014		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation)	Feb 2026		
52.204-13	System for Award Management-Maintenance. (Deviation)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation)	Feb 2026		

52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation)	Feb 2026	
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation)	Feb 2026	
52.210-1	Market Research. (Deviation)	Feb 2026	
52.215-2	Audit and Records-Negotiation. (Deviation)	Feb 2026	
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation)	Feb 2026	
52.215-15	Pension Adjustments and Asset Reversions. (Deviation)	Feb 2026	
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (Deviation)	Feb 2026	
52.219-3	Notice of HUBZone Set-Aside or Sole-Source Award. (Deviation)	Feb 2026	
52.219-6	Notice of Total Small Business Set-Aside. (Deviation)	Feb 2026	
52.219-8	Utilization of Small Business Concerns. (Deviation)	Feb 2026	
52.219-13	Notice of Set-Aside of Orders.	Mar 2020	
52.219-27	Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program. (Deviation)	Feb 2026	
52.222-3	Convict Labor. (Deviation)	Feb 2026	
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation. (Deviation)	Feb 2026	
52.222-6	Construction Wage Rate Requirements. (Deviation)	Feb 2026	
52.222-7	Withholding of Funds. (Deviation)	Feb 2026	
52.222-8	Payrolls and Basic Records. (Deviation)	Feb 2026	
52.222-9	Apprentices and Trainees. (Deviation)	Feb 2026	
52.222-10	Compliance with Copeland Act Requirements. (Deviation)	Feb 2026	
52.222-11	Subcontracts (Labor Standards). (Deviation)	Feb 2026	
52.222-12	Contract Termination-Debarment.	May 2014	
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	May 2014	
52.222-14	Disputes Concerning Labor Standards. (Deviation)	Feb 2026	
52.222-15	Certification of Eligibility.	May 2014	
52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method).	Aug 2018	
52.222-35	Equal Opportunity for Veterans. (Deviation)	Feb 2026	
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation)	Feb 2026	
52.222-37	Employment Reports on Veterans. (Deviation)	Feb 2026	
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation)	Feb 2026	
52.222-50	Combating Trafficking in Persons. (Deviation)	Feb 2026	
52.222-54	Employment Eligibility Verification. (Deviation)	Feb 2026	
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation)	Feb 2026	
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation)	Feb 2026	
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024	
52.223-23	Sustainable Products. (Deviation)	Feb 2026	
52.226-7	Drug-Free Workplace.	May 2024	
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024	
52.228-2	Additional Bond Security.	Oct 1997	
52.228-5	Insurance-Work on a Government Installation.	Jan 1997	
52.228-11	Individual Surety-Pledge of Assets.	Feb 2021	
52.228-12	Prospective Subcontractor Requests for Bonds.	Dec 2022	
52.228-14	Irrevocable Letter of Credit.	Nov 2014	
52.228-15	Performance and Payment Bonds-Construction.	Jun 2020	
52.232-17	Interest.	May 2014	
52.233-1	Disputes. (Deviation 2026-O0038)	Feb 2026	
52.233-1	Disputes. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I Feb 2026
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026	
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026	
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	Feb 2026	
52.236-3	Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038)	Feb 2026	
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	Feb 2026	
52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	Feb 2026	
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	Feb 2026	
52.236-8	Other Contracts. (Deviation 2026-O0038)	Feb 2026	
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038)	Feb 2026	
52.236-10	Operations and Storage Areas. (Deviation 2026-O0038)	Feb 2026	
52.236-11	Use and Possession Prior to Completion. (Deviation 2026-O0038)	Feb 2026	
52.236-12	Cleaning Up. (Deviation 2026-O0038)	Feb 2026	
52.236-13	Accident Prevention. (Deviation 2026-O0038)	Feb 2026	
52.236-15	Schedules for Construction Contracts. (Deviation 2026-O0038)	Feb 2026	
52.236-21	Specifications and Drawings for Construction. (Deviation 2026-O0038)	Feb 2026	
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026	
52.243-4	Changes. (Deviation 2026-O0038)	Feb 2026	
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026	

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.203-7004	Display of Hotline Posters.	Jan 2023		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.216-7010	Postaward Debriefings for Task Orders and Delivery Orders.	Oct 2025		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Jan 2023		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		

252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022
252.225-7048	Export-Controlled Items.	Jun 2013
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Jan 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023
252.226-7003	Drug-Free Work Force.	Aug 2024
252.232-7010	Levies on Contract Payments.	Dec 2006
252.236-7005	Airfield Safety Precautions.	Dec 1991
252.243-7001	Pricing of Contract Modifications.	Dec 1991
252.243-7002	Requests for Equitable Adjustment.	Dec 2022
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	Oct 2010
252.247-7023	Transportation of Supplies by Sea.	Oct 2024

FAR Clauses Incorporated by Full Text

52.211-12 Liquidated Damages-Construction. (Sep 2000)

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 \$567.00 or as specified by task order. [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)

52.216-18 Ordering. (Aug 2020)

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from June 27 2026 through June 26 2032.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. (Oct 1995)

Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$30,000,000.00;

(2) Any order for a combination of items in excess of \$400,000,000.00; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity. (Deviation 2026-O0038)

(Feb 2026)

Indefinite Quantity (Feb 2026) (Deviation 2026-O0038)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after 26 December 2032.

(End of clause)

52.216-32 Task-Order and Delivery-Order Ombudsman.

(Sep 2019)

Task-Order and Delivery-Order Ombudsman (Sept 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Ms. Lisa A. Gross, AFICC/KM

510 POW/MIA Drive, Scott AFB IL 62225-5022

Phone: 618-299-0267

Email: lisa.gross@us.af.mil

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

52.217-9 Option to Extend the Term of the Contract.

(Mar 2000)

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 15 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days 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 66 months (months) (years).

(End of clause)

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

(Feb 2026)

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

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

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

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

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

(c) *Applicability.* This clause applies only to-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

(Feb 2026)

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

(a) Definitions. As used in this clause-

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

Small business concern-

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

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

(3) For long-term contracts-

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American

Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.225-11 Buy American-Construction Materials under Trade Agreements. (Deviation 2026-O0038)

(Feb 2026)

Buy American-Construction Materials under Trade Agreements (Feb 2026) (Deviation 2026-O0038)

(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. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

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

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

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

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

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. 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) [Reserved]

(3) [Reserved]

(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) [Reserved]

(3) [Reserved]

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

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

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

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(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)*

Item 1:			
Foreign construction material.	=====	=====	=====
Domestic construction material.	=====	=====	=====
Item 2:			
Foreign construction material.	=====	=====	=====
Domestic construction material.	=====	=====	=====

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

(End of clause)

52.252-2 Clauses Incorporated by Reference.

(Feb 1998)

Clauses Incorporated By Reference (Feb 1998)

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

Revolutionary FAR Overhaul (RFO) <https://www.acquisition.gov/far-overhaul>

RFO DFARS https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(End of clause)

52.252-4 Alterations in Contract.

(Apr 1984)

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

(End of clause)

52.252-6 Authorized Deviations in Clauses.

(Nov 2020)

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

Section J - List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	Solicitation Attachment XT - JB Charleston - Question and Answer Form	Proposal		03 Apr 2026	
02	Solicitation Attachment XU - Past Performance Customer Questionnaire	Proposal		03 Apr 2026	
03	Solicitation Attachment XV - Past Performance Survey	Proposal		03 Apr 2026	
04	Solicitation Attachment XW - JB Charleston MACC Work Load Estimate	Proposal		03 Apr 2026	
05	Solicitation Attachment XX - Task Order Proposal Request (TOPR) Seed Project	Proposal		03 Apr 2026	
06	Solicitation Attachment XX - Task Order Proposal Request (TOPR) Seed Project	Proposal		03 Apr 2026	
08	Solicitation Attachment XZ - Past Performance Project List	Proposal		03 Apr 2026	
09	Solicitation Attachment YS Seed Project Specifications	Proposal		03 Apr 2026	
10	Solicitation Attachment YT Seed Project Drawings	Proposal		03 Apr 2026	
11	Statement of Work - JB CHS MACC	Statement of Work		03 Apr 2026	
12	Statement of Work - Attachment 1 - JB Charleston Statement of Work for (A_E)	Statement of Work		03 Apr 2026	
13	Statement of Work - Attachment 2 - Architectural Compatibility Plan	Statement of Work		03 Apr 2026	
	Statement of Work -				

14	Attachment 3 - 01 11 00 - Summary of Work	Statement of Work		03 Apr 2026	
15	Statement of Work - Attachment 4 - 01 14 00 - Work Restrictions	Statement of Work		03 Apr 2026	
16	Statement of Work - Attachment 5 - 01 30 00 - Administrative Requirements	Statement of Work		03 Apr 2026	
17	Statement of Work - Attachment 6 - 01 32 00 - Attachment A - Schedule- Pay Calendar Example 1	Statement of Work		03 Apr 2026	
18	Statement of Work - Attachment 7 - 01 32 00 - Attachment A - Schedule-Pay Calendar Example 2	Statement of Work		03 Apr 2026	
19	Statement of Work - Attachment 8 - 01 32 00 - Project Schedule	Statement of Work		03 Apr 2026	
20	Statement of Work - Attachment 9 - 01 33 00 - Attachment A - JB CHS Transmittal Form 4025	Statement of Work		03 Apr 2026	
21	Statement of Work - Attachment 10 - 01 33 00 - Attachment B - JB CHS RFI Form	Statement of Work		03 Apr 2026	
22	Statement of Work - Attachment 11 - 01 33 00 - Attachment C - Form 4288-R (Submittal Register)	Statement of Work		03 Apr 2026	
23	Statement of Work - Attachment 11 - 01 33 00 - Attachment C - Form 4288-R (Submittal Register)	Statement of Work		03 Apr 2026	
24	Statement of Work - Attachment 12 - 01 33 00 - Attachment D - Form 4289-R (RFI Register)	Statement of Work		03 Apr 2026	
25	Statement of Work - Attachment 12 - 01 33 00 - Attachment D - Form 4289-R (RFI Register)	Statement of Work		03 Apr 2026	
26	Statement of Work - Attachment 13 - 01 33 00 - Submittal Procedures	Statement of Work		03 Apr 2026	

27	Statement of Work - Attachment 14 - 01 35 26 - Attachment A Accident Investigation (CIRS)	Statement of Work		03 Apr 2026	
28	Statement of Work - Attachment 15 - 01 35 26 - Governmental Safety Requirements	Statement of Work		03 Apr 2026	
29	Statement of Work - Attachment 16 - 01 45 00 - Quality Control	Statement of Work		03 Apr 2026	
30	Statement of Work - Attachment 17 - 01 78 00 - Closeout Requirements	Statement of Work		03 Apr 2026	
31	Solicitation Attachment YU Seed Project_SCHEDULE B	Statement of Work		15 Apr 2026	
32	Solicitation Attachment XY - On and Off-Ramp Procedures	Proposal		15 Apr 2026	

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-00038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Aug 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

FAR Clauses Incorporated by Full Text

52.209-7 Information Regarding Responsibility Matters. (Deviation) (Feb 2026)

Information Regarding Responsibility Matters (Feb 2026) (Deviation)

(a) Definitions. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.209-13 Violation of Arms Control Treaties or Agreements-Certification. (Deviation)

(Feb 2026)

Violation of Arms Control Treaties or Agreements-Certification (Feb 2026) (Deviation)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

[] (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

[] (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a

participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless-

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

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

(Jun 2020)

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

(a) Definitions. As used in this provision-

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

(1) It ☐ is ☐ is not a foreign person; and

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

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

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

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

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

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

(End of provision)

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

L-1 GENERAL PROPOSAL PREPARATION INSTRUCTIONS

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, in addition to those identified as evaluation factors. Failure

to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale supporting the exception five (5) business days prior to the closing date of the solicitation.

L-1.1 Submission of Proposal: Offerors shall submit a complete, original, signed proposal electronically via DOD SAFE (<https://safe.apps.mil>). No other means of delivery will be accepted. To "Drop-Off" proposals in DoD SAFE the Contract Specialist, SSgt Lauren Parker, must first grant any non-DoD email access to DoD SAFE drop-off. Offerors must email lauren.parker.4@us.af.mil with a valid email to add to DoD SAFE; access is valid for fourteen (14) days. These email requests shall cc robert.melton.6@us.af.mil, the Contracting Officer.

Modifications and revisions to a proposal shall be sent via DoD SAFE. To facilitate the sending and receiving of proposal modifications/revisions, offerors must first contact SSgt Lauren Parker, cc'ing Robert Melton via email to alert the contracting personnel to monitor their email for a DoD SAFE recipient notification. Once the offeror has accessed DoD SAFE and uploaded/sent the proposal modification/revision, the offeror will receive an automated sender notification email. When sending modifications/revisions via DoD SAFE, file suppression utilities, including but not limited to zip files, will not be accepted.

Robert Melton or SSgt Lauren Parker will provide a confirmation email indicating the date and time the offeror's proposal/modification/revision was received. It is incumbent upon the offeror to notify Robert Melton and SSgt Lauren Parker if they do not receive a confirmation email. A proposal is considered late if it is not RECEIVED by the date and time specified in the solicitation. Late proposals will be processed in accordance with the provisions of RFO 52.215-1(c)(3).

L-1.2 This is an all-electronic solicitation release. Hard copies of the solicitation are not available. The Government will post amendments to the solicitation to the entry point <https://sam.gov>. It is the responsibility of each offeror to review the web page for notice of amendments, updates, or changes to current information.

L-1.3 Pre-Proposal Site Visit: All prospective offerors are highly encouraged to attend a pre-proposal site visit. The site visit is planned for 12:00 PM EST, 6 August 2026. Prospective offerors will meet no later than that time at the following location for transportation via bus on base:
6877 Dorchester Road North Charleston, SC 29404

Each prospective offeror shall be limited to 2 personnel. Prospective offerors seeking attendance are required to submit the following information NLT 1:00 PM EST, 31 July 2026 to robert.melton.6@us.af.mil and lauren.parker.4@us.af.mil for each attending representative:

1. Name of Firm
2. Full name to include middle initial

In order to make the site visit as productive as possible, offerors shall submit, no later than three (3) business days prior to the site visit, any questions they may have in writing to robert.melton.6@us.af.mil and lauren.parker.4@us.af.mil. Offerors will have three (3) business days after the site visit to ask any additional questions, in writing to robert.melton.6@us.af.mil and lauren.parker@us.af.mil. Any questions submitted after these two periods may not be answered by the Government. All questions shall be submitted via the Joint Base Charleston Question and Answer Form (Attachment to Solicitation).

Information provided at the site visit shall not qualify the terms and conditions of the solicitation and specifications. Failure of a prospective offeror to submit any questions or attend the site visit will be construed to mean that the prospective offeror fully understands all requirements of the solicitation. Prospective offerors are advised that the pre-proposal site visit will be held solely for explaining the concepts involved in the Seed Project and the specifications, terms, and conditions of this solicitation.

Answers to questions will be posted to <https://sam.gov> within five (5) business days following the deadline for questions identified above. All prospective offerors are advised that this solicitation will remain unchanged unless it is specifically amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of any such amendment as described RFO 52.215-1 Instructions to Offerors - Competitive Acquisition, of this RFP shall apply.

L-1.4 Teaming Arrangements/Joint Ventures:

If the offeror intends to fulfill the requirements of this RFP in a teaming arrangement or joint venture, the offeror must provide complete information as to the arrangement, including identifying the responsibilities of each entity, and the contractual relationships and authorities of the firms involved. The offeror should provide a list of any relevant and recent past/present performance information on previous teaming arrangements or joint ventures with the same teaming or joint venture partner. Joint ventures must align with the current guidance provided by the Small Business Administration (SBA). For all joint ventures and teaming arrangements offerors are reminded of the work performance requirements of 13 CFR 124.513(d) and RFO 52.219-14, Limitations On Subcontracting, as applicable.

L-1.5 Incurred Expenses: The Government shall not be responsible for any costs incurred or associated with preparation and submission of an offer in response to this

solicitation, including travel. NO OFFEROR WILL BE COMPENSATED FOR SUBMITTING AN OFFER.

L-1.6 Proposal Parts: The Seed Project price proposal, contract forms, past performance references, and offeror information shall include the documentation listed in section L-2.3. The Government will evaluate the proposal in accordance with Section M of the solicitation.

Part I - Factor 1 - Seed Project Price Proposal

Part II - Factor 2 - Past Performance Information

L-1.7 In compliance with RFO 4.309, Storage, handling, and contract files.-- the Government will a copy of all unsuccessful proposals and will destroy all extra copies. No destruction certificate will be provided.

L-1.8 All proposals must be complete, self-sufficient, and respond directly to the requirements of this solicitation. Any commitments made in the proposal shall become a part of the resultant contract. In no case shall words like "we will comply with the requirements of the contract," or equivalent statements, be acceptable to meet the requirements of this RFP. Failure to comply with these instructions may result in the Government summarily rejecting the offeror's proposal. Offerors shall assume that the Government has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in the offeror's proposal.

L-2. PROPOSAL PREPARATION INSTRUCTIONS

L-2.1 To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. The response shall consist of two (2) parts, Part I - Factor 1 - Seed Project Price Proposal, Part II - Factor 2 - Past Performance Information.

L-2.2 The Contracting Officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the Contracting Officer will review this determination and if, in the Contracting Officer's opinion, adequate price competition exists, no additional cost information will be requested and certification under RFO 15.403-4 (Certificate of Current Cost or Pricing Data) will not be required. However, if at any time during this competition the Contracting Officer determines that adequate price competition no longer exists; offerors may be required to submit information, to the extent necessary, for the Contracting Officer to determine the reasonableness of price.

L-2.3 Specific Instructions:

PART I - FACTOR 1 - SEED PROJECT - PRICE PROPOSAL - (REPAIR DORMITORY B464)

1. The offeror must complete the following sections:

- a. Section A (SF 1442): complete Blocks 14, 15, 16, 17, 19, 20A, 20B, and 20C. In doing so, the offeror accedes to the contract terms and conditions as written in solicitation Sections A through K. This constitutes the model contract.
- b. Pricing Schedule: Insert proposed unit and extended prices in Section B for the Seed Project for each Contract Line Item Number (CLIN) including all Bid Options. The total price shall then be inserted into the fill-in positions for each CLIN.
- c. Complete the necessary fill-ins and certifications in section I through K. Section K shall be returned in its entirety. For sections C through I, the offeror shall submit only those pages that require a fill-in.
- d. Limit Part I Factor 1 submissions to no more than the provided fill-in sheets listed above at 1.a.-c.

2. The Government is not requesting certified cost or pricing information. Price will be evaluated using techniques established in RFO 15.404-1 to ensure the Government receives a fair and reasonable, balanced price. The contractor shall include in the prices for the items listed in Section B the costs of work associated in the statement of work, whether or not specifically listed in Section B. The Government reserves the right to request data other than certified cost or pricing data.

PART II - FACTOR 2 - PAST PERFORMANCE INFORMATION -

Limit to no more than fifteen contracts. Please note, Past Performance Customer Questionnaires are not included in the page limitation. Only references for relevant and

recent past efforts/contracts are desired.

a. Past Performance Project List (Attachment to Solicitation): Completely fill out the attached Past Performance Project List as a cover sheet.

b. Quality and Satisfaction Rating for Contracts Completed in the Past Five Years: Provide any information currently available (letters, metrics, and customer surveys, independent surveys, etc.)

which demonstrate customer satisfaction with overall job performance and quality of completed products for the same or similar type contract. In addition, explain corrective actions taken in the past, if any, for substandard performance and current performance problems such as, extended performance periods, high employee or subcontractor turnover, etc.

c. Past Performance Surveys (Attachment to Solicitation): The Government will evaluate recent and relevant performance relative to the requirements of this solicitation. The Government will use information submitted by the offeror and other sources such as other Federal Government offices and commercial sources, to assess performance. Provide no more than fifteen (15) contracts total. Provide a list of no more than fifteen (15) of the most relevant contracts performed for Federal agencies and commercial customers within the last five (5) years. No more than ten(10) of the fifteen (15) contracts shall have a preponderance of work associated with existing facility whole building renovation work. No more than five (5) of the fifteen (15) contracts shall have a preponderance of work associated with utility infrastructure repair or construction. No more than two (2) of the fifteen (15) contracts executed shall be Design-Build contracts. Relevant contracts include performance of multi-discipline efforts that are similar in scope, magnitude, and complexity to the effort of individual task orders contemplated to be issued on this contract, have a minimum value performed by the offeror equaling or exceeding the magnitude of construction of individual task orders contemplated to be issued on this contract, and have been completed within the past five (5) years. Subject to the limitations in this paragraph, the following criteria shall be considered most relevant:

(i) Contracts with a preponderance of work associated with existing facility whole building renovation work involving Mechanical, Electrical, Plumbing, Fire Protection, Building Envelope and other systems, and with values ranging between or exceeding \$1M-\$30M; and

(ii) Contracts with a preponderance of work associated with Water, Wastewater, or Electrical utility infrastructure, and with values ranging between or exceeding \$1M-\$30M.

(iii) Design Build contracts with a preponderance of work associated with existing facility whole building renovation work and/or utility infrastructure work with values ranging between or exceeding \$1M-\$30M.

The evaluation of Past Performance information will take into account performance of predecessor companies, major subcontractors, key personnel, consultant, or teaming contractor or partner whose effort, as demonstrated in the proposal, will significantly influence performance of the proposed construction and/or design-build effort. Furnish the following information for each contract referenced:

Prime Contractor on Project (Company/Division):

CAGE Code:

Unique Entity ID:

Role of Offeror in Effort (Prime Contractor, Sub Contractor, JV Partner, Teaming Partner, Predecessor Company, Consultant, Key Personnel)

Project Title:

Contract Specifics:

Complete Name of Customer:

Customer Address and Telephone #:

Contract Number or Citation:

Type of Contract (Design-Build, Design-Bid-Build):

Preponderance of Work (Existing Whole Building Renovation, Utility Infrastructure Repair/Construction, or Other):

Period of Performance (Calendar Days):

Place of Performance (City, State): All Past Performance projects shall be located within the Southeast Region Defined as SBA Region IV as Alabama, Florida, Georgia, Kentucky, Mississippi,

North Carolina, South Carolina, and Tennessee. Past Performance submitted for projects occurring outside the SE Region will be evaluated as Not Relevant.

Initial Contract Price: \$

Final Amount Invoiced/Invoiced to Date: \$

Original Contract Completion Date:

Current Sched Contract Completion Date:

If complete, Final Completion Date:

OR Estimated Percent Completion:

Description of Work:

Relevance: Describe how the work under this contract relates to the relevancy (scope, magnitude, and complexity) to the effort of individual task orders contemplated to be

issued on this contract. Indicate the role of the offeror and the percentage of the project actually performed by the offeror and the type of work that was performed. If the offeror performed as part of a teaming arrangement or joint venture, indicate the names of all team members and the work performed by each. If necessary, the offeror may include additional comments to clarify the relevancy of the project.

Project Manager and/or Technical Representative Name:

Office:

Address:

Telephone:

E-Mail:

Contracting Officer and/or Procurement Manager Name:

Office:

Address:

Telephone:

E-Mail:

(iv) Submit Past Performance Questionnaires for each project submitted for construction experience. The Offeror should provide completed Past Performance Questionnaires (PPQs) in the proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror shall complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). The Government may make reasonable attempts to contact the client noted for that project(s) to obtain the PPQ information. However, Offerors should follow-up with clients/references to help ensure timely submittal of questionnaires. (Note: Clients are highly encouraged to submit questionnaires directly to the Offeror. However, if the client requests, questionnaires may be submitted directly to the Government's Point of Contact, robert.melton.6@us.af.mil | lauren.parker.4@us.af.mil.

d. Small Business Teaming Arrangement Partner/Subcontractor Consent: The offeror shall submit a consent letter executed by each teaming partner and/or joint venture partner authorizing the release of adverse past performance information to the offeror. Provide with the proposal a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their Past Performance information to the prime contractor.

L-2.4 GENERAL INFORMATION: Submitted documents must be fully responsive to and consistent with the following:

a. Requirements of the solicitation (Contract Line Items (CLINs) & Specifications/drawings) and government standards and regulations pertaining to the Seed Project.

b. Proposals shall remain valid for 180 days after date of submission to ensure adequate time for evaluations.

c. Evaluation factors for award as detailed in Section M of this solicitation.

d. Pages exceeding the page limitations set forth in this Section L will not be read nor evaluated. The total PART II - FACTOR 2 - PAST PERFORMANCE INFORMATION portion of the proposal shall have a page limitation of fifty (50) pages. Please note, Past Performance Customer Questionnaires are not included in the page limitation.

e. Proposals will be 8 1/2" x 11" sheet size except for fold-outs used for charts, tables, or diagrams, which may not exceed 11" x 17" sheet size. Typing shall not be less than 12 pitch. Elaborate formats or color presentations are not desired or required.

f. Site-Visits - Site visits for individual task orders will be mandatory for MACC contractors unless otherwise noted in the Task Order Proposal Request (TOPR). If a contractor chooses not to attend the site visit for a specific task order, that contractor's proposal for the task order will be considered non-responsive. Each task order will be solicited indicating whether the site visit is mandatory or not. For offeror planning purposes, assume that all task orders will required site visit attendance. Proposal and associated travel costs are to be included in the task order proposal and not be separately billed.

g. Late proposals will be processed in accordance with the provisions of RFO 52.215-1(c)(3).

h. Disclosure of the Magnitude of Construction Projects:

The estimated amount of the Seed Project is: More than \$10,000,000. The target magnitude for each Task Order is \$1M - \$30M.

i. Offer Guarantee and Bond Requirements: The proposed price, for the purpose of the offer guarantee, is construed to mean the total of CLINs 0001, 0002, 0003 for the proposed Seed Project (REPAIR DORMITORY B464). The contract price, for the purpose of the performance and payment bonds, is construed to mean the sum of CLINs 0001, 0002, and 0003 for the proposed Seed Project (REPAIR DORMITORY B464).

See Attachment YU Seed Project Section B for the Seed Project CLIN Structure.

(End of Section L)

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation)	Feb 2026		
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts).	Aug 2024		
52.214-34	Submission of Offers in the English Language.	Apr 1991		
52.214-35	Submission of Offers in U.S. Currency.	Apr 1991		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation)	Feb 2026		
52.216-27	Single or Multiple Awards.	Oct 1995		
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation)	Feb 2026		
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee).	Feb 2021		
52.233-2	Service of Protest. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

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

FAR Clauses Incorporated by Full Text

52.216-1 **Type of Contract. (Deviation 2026-O0038)** **(Feb 2026)**

Type of Contract (Feb 2026) (Deviation 2026-O0038)

The Government contemplates award of a fixed-price contract resulting from this solicitation.

(End of provision)

52.228-1 **Bid Guarantee.** **(Sep 1996)**

Bid Guarantee (Sept 1996)

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

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

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

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

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$400,000,000.00, whichever is less.

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

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

(End of clause)

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

SAM.gov [Insert one or more Internet addresses]

(End of provision)

52.252-3 Alterations in Solicitation. (Apr 1984)

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

None.

(End of clause)

52.252-5 Authorized Deviations in Provisions. (Nov 2020)

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 Federal Acquisition Regulation[insert regulation name](48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section M - Evaluation Factors for Award

Section M - Evaluation Factors for Award

M-1.0 OVERVIEW

This section outlines the criteria the Government will use in evaluating the offeror's capabilities and proposals for the JB CHS MACC. The Government will evaluate proposals using a subjective tradeoff technique, in which Past Performance is significantly more important than Price.

M-2.0 Basis for Contract Award:

This is a competitive Best Value Source Selection for the JB CHS MACC. To make an integrated assessment for a Best Value award decision, this acquisition will utilize tradeoff source selection procedures in accordance with RFO 15.2 as supplemented by the DoD Source Selection Procedures referenced in R-DFAR 215.2. While the Government will strive for maximum objectivity, the tradeoff process, by its nature, is subjective. Therefore, professional judgment is implicit throughout the selection process.

The Government will only evaluate one proposal from each offeror. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Offerors must clearly identify any exception to the solicitation terms and conditions and provide accompanying rationale.

All responsive offers shall be treated equally except for their Price and Past Performance records. Offerors' proposals will be evaluated for completeness and compliance with Section L - Instructions to Offerors. Failure to complete the requirements in Section L may result in an offer being determined non-responsive, incomplete and not evaluated.

JB CHS MACCs will be awarded to the responsible offerors whose proposals conform to all required terms and conditions, including all required representations and certifications, and who provide the Best Value to the Government based on the results of the evaluation described below in paragraph M.3.0 Evaluation.

If the nine (9) lowest priced evaluated offerors are determined to have an overall Substantial Confidence performance rating, those proposals represent the Best Value for the Government. Up to six (6) contracts may be awarded under the JB CHS MACC to those offerors and up to three (3) on-ramp offerors will be identified. If the nine (9) lowest priced evaluated offerors are not all determined to have an overall Substantial Confidence performance rating, evaluations will continue, in ascending order by price, until up to nine (9) offerors are rated with Substantial Confidence or, until all proposals are evaluated, whichever comes first. If the nine (9) lowest priced evaluated offerors are not determined to have an overall Substantial Confidence performance rating, the SSA shall then make an integrated assessment Best Value award decision on up to six (6) awards and identify up to three (3) on-ramp offerors.

The Government may award the Seed project to the JB CHS MACC awardee providing the overall Best Value to the Government. All JB CHS MACC awardees will receive a \$3,000 Post-Award Orientation Task Order to satisfy guaranteed minimums. All awardees will be required to attend the Post-Award Orientation. The Seed project Task Order and Post-Award Orientation Task Orders are contingent on availability of funds.

Notice to Offeror(s)/Supplier(s): Funds are not presently available for this effort. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs.

M-3.0 Evaluation:

The offeror's submission of a competitive Seed project Price and relevant Past Performance information must convey to the Government that the offeror is capable, possesses technical experience, possesses sufficient resources, and is able to plan, organize, and use those resources to deliver timely and quality construction projects.

There are two (2) evaluation factors, appearing here in the order the evaluations will occur, which shall be used to evaluate each proposal. Price is Factor 1. Past Performance is Factor 2 and is significantly more important than Price.

M-3.1 Price Evaluation:

The solicitation includes a Seed project: the Repair Dormitory B464. Offerors must include pricing for the Seed project CLINS in Section B. Price will be determined by totaling the Line item amounts; this total is the offeror's price to complete the Seed project, and it is the total evaluated price.

The Price evaluation will determine reasonableness of an offeror's price and balance of an offeror's CLIN structure. Reasonableness and balance refers to offerors CLINS that are within +/- 2.0 standard deviations, which is a reasonable range. To that end, the Government may use various techniques, including but not limited to those defined in RFO 15.404.

Although the Past Performance is significantly more important than Price, the Price evaluation will contribute substantially to the Source Selection Decision. An unreasonable price may not be considered for award. Similarly, an unbalanced CLIN structure may not be considered for award. All proposals will be evaluated using the same CLINs. All offerors will be sorted by price, in ascending order.

M-3.2 Past Performance Evaluation:

After the Price Factor evaluation, Past Performance evaluations will begin with the lowest priced offeror. A confidence assessment rating is assigned through an analysis of the offeror's recent and relevant performance. Recency and relevancy are critical in determining what performance information will be evaluated. Past Performance is recent if one day of performance occurred within five (5) years of the release of the solicitation. Past Performance may only be determined relevant if it occurred within SBA Region IV (SE Region). The SE Region consists of the following eight states: Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee. Past Performance submissions older than five (5) years from the solicitation due date; i.e. non-responsive as to recency, and Past Performance submissions which occurred outside the SE Region, i.e. non-responsive as to relevancy, shall not be evaluated.

Past Performance evaluations will continue in ascending order of Price until nine (9) offerors are rated with Substantial Confidence or all offerors have been evaluated, whichever comes first.

M-3.2.1 Ratings.

Table 5. Performance Confidence Assessments Rating Method

Adjectival Rating	Description
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.

(1) Evaluation Process. The past performance evaluation considers each offeror's demonstrated recent and relevant record of performance in supplying services that meet the contract's requirements. Performance confidence is assessed at the overall Past Performance factor level after evaluating aspects of the offeror's recent past performance, focusing on performance that is relevant.

In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's proposal and information obtained from other sources available to the Government, to include, but not limited to, Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program Managers, Contracting Officers and Fee Determining Officials; the Defense Contract Management Agency (DCMA), and commercial sources.

The Government will make an effort to follow-up and obtain performance surveys, but it is the offeror's responsibility to send the performance questionnaire (RFP Attachment 8 - Past Present Performance Questionnaire (PPPQ)) to references of relevant projects for evaluations, and to provide their PPQ to the Contracting Officer, or ensure their references transmit the questionnaire to the Contracting Officer.

(i) Recency Assessment

An assessment of the past performance information will be made to determine if it is recent. Past Performance is recent if one day of performance occurred within five (5) years of the release of the solicitation. Past performance information that fails this condition will not be evaluated.

(ii) Relevancy Assessment

The Government will conduct an in-depth evaluation of all recent performance information obtained to successfully meet the requirements of this RFP. For each recent past performance citation reviewed, the relevance of the work performed will be assessed IAW Table 4 below. The evaluation will take into account performance of predecessor companies, major subcontractors, key personnel, consultant, or teaming contractor or partner whose effort, as demonstrated in the proposal, will significantly influence performance of the proposed construction and/or design-build effort and the ratings of these entities will contribute to the overall performance confidence assessment rating of the principal offeror.

Additionally, consideration will be given, but not limited to, such things as project scope, magnitude, project complexity, contract type, contract environment, division of company proposing, and subcontractor interaction. The past performance information provided in the offeror's proposal and information obtained from other sources will be used to establish the degree of relevancy of past performance.

The following criteria shall be considered most relevant:

- (i) Contracts with a preponderance of work associated with existing facility whole building renovation work involving Mechanical, Electrical, Plumbing, Fire Protection, Building Envelope and other systems, and with values equaling or exceeding \$1M-\$30M; and
- (ii) Contracts with a preponderance of work associated with Water, Wastewater, or Electrical utility infrastructure, and with values equaling or exceeding \$1M-\$30M.
- (iii) Design Build contracts with a preponderance of work associated with existing facility whole building renovation work and/or utility infrastructure work with values equaling or exceeding \$1M-\$30M.

The Government will use the below table of relevancy definitions when assessing recent contracts.

Table 4. Past Performance Relevancy Rating Method

Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same 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.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

(2) Assigning Ratings.

As a result of the relevancy and performance of the work evaluated, offerors will receive an integrated performance confidence assessment rating. The past performance evaluation represents an overall evaluation of contractor performance. Offerors without a record of recent/relevant past performance or for whom information on past performance is so sparse that no meaningful confidence assessment rating can be reasonably assigned will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Neutral Confidence" rating for the Past Performance factor. "Substantial Confidence" or "Satisfactory Confidence" past performance ratings will be evaluated more favorably than a neutral confidence rating.

In determining performance confidence assessment ratings IAW Table 5 above, consideration will be given to the entity that performed the work. Past performance of the offeror will have a greater weight than past performance of other business entities or personnel. Demonstration of previous working relationships with the proposed entity will have a greater weight than a new relationship. Teaming partners supported by written agreements will have a greater weight than partners with no written agreement.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.217-5	Evaluation of Options. (Deviation)	Feb 2026		
52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements.	May 2014		
52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements. (Alternate I)	May 2014	Alternate I	May 2014