NAVAL FACILITIES ENGINEERING COMMAND, MID-ATLANTIC
9324 VIRGINIA AVE, BLDG Z-140
NAVAL STATION NORFOLK, NORFOLK, VA 23511
POC: Chirine Johnson chirine.elkaissijohnson.civ@us.navy.mil

DESIGN-BUILD (DB)/DESIGN-BID-BUILD (DBB), INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ) MULTIPLE AWARD CONSTRUCTION CONTRACT (MACC) GENERAL CONSTRUCTION IN THE HAMPTON ROADS, VIRGINIA AREA OF RESPONSIBLITY (AOR)
MACC GROUP: ML-C00081

PROPOSED TASK ORDER:
REPLACE ROOF AT ROCKWELL HALL GYM, BUILDING 3147

DATE OF SOLICITATION: 22 APRIL 2026

GENERAL CONSTRUCTION FOR HAMPTON ROADS, VIRGINIA MACC CONTRACT HOLDERS:

N4008524D0030 CJW Contractors, Inc. 13849 Park Center Road, Suite B Herndon, Virginia 20171 POC: Ralph Crews Email: ralph@cjwcontractors.com anuj@cjwcontractors.com bishnu@cjwcontractors.com bids@cjwcontractors.com	**N4008524D0031** Addon Services LLC 1800 Diagonal Road, Suite 600 Alexandria, VA 22314 POC: Robert Pastorelli RFP Email: NAVFACHR@addonservicesllc.com Contract Mods: robert.pastorelli@addonservicesllc.com; prita.abraham@addonservicesllc.com
N4008524D0032 Bay Electric Co, Inc 627 36th Street Newport News, VA 23607 POC: John Biagas Email: john.biagas@bayelectricco.com Daryl.lanouette@bayelectricco.com Kerri.pennybacker@bayelectricco.com	**N4008524D0033** ENCON Desbuild JV3 LLC 8201 Corporate Drive, Suite 720 Hyattsville, MD 20785 POC: Devang Ajmera Email: devang@enconcorp.org ananthb@desbuild.com
N4008524D0034 Mark Turner Construction 10474 Cobbs Road Glen Allen, VA 23059 POC: Franklin Bowser Email: fbowser@markturnerconstruction.com aarrowood@markturnerconstruction.com dbennett@markturnerconstruction.com vjames@markturnerconstruction.com	**N4008524D0035** MIG WMJ JV1 LLC 545 South Birdneck Road, Suite 202H Virginia Beach, VA 23451 POC: Jose Gutierrez Email: jose.g@miggov.com estimating@miggov.com estimating@wmjordan.com

N4008524D0036 Ocean Construction Services 104 Aragona Boulevard, Suite 101 Virginia Beach, VA 23462 POC: Thor Elmore Email: thor.elmore@ocsinc.us Kara.canter@ocsinc.us	**N4008524D0037** SAW Eastern JV 2876 Guardian Lane, Suite 200 Virginia Beach, VA 23452 POC: Anthony Williams Email: awilliams@sawcontracting.com Emery.c@easterncoastconstruction.com bids@easterncoastconstruction.com
N4008524D0038 VIRTEXCO Corporation 977 Norfolk Square Norfolk, VA 23502 POC: Donald Adams Email: estimating@virtexco.com	**N4008524D0069** Within Interior Design, Inc. DBA Tazewell Contracting 1008 Granby Street Norfolk, VA 23510 POC: Heather Robinson Email: hrobinson@tazewellcontracting.com estimating@tazewellcontracting.com

GENERAL REQUIREMENTS

All terms and conditions of N40085-24-D-0030/0031/0032/0033/0034/0035/ 0036/ 0037/ 0038/ 0069 Indefinite Delivery / Indefinite Quantity Contract apply to this solicitation. Please review your MACC award document for guidance on contract clauses and requirements that may pertain to this order. You are responsible for adhering to all applicable clauses, even if they are not stated in this RFP package or the Task Order award document. For clarification on any clause or other contractual issue, please contact Chirine Johnson at chirine.elkaissijohnson.civ@us.navy.mil.

Amendments will be posted directly to PIEE under the 'Solicitation Module'. Offerors are responsible for referring to this site for any amendments to the RFP. Please check box next to 'Please notify me of amendments to this solicitation' to ensure you are notified of any amendments.

The DB RFP, drawings, and other pertinent attachments are posted on https://sam.gov/ under "Attachments/Links."

NAVFAC RFP No.: N4008526R0141

Title: Replace Roof at Rockwell Hall Gym, Building 3147

Location of the work: Joint Expeditionary Base Little Creek – Fort Story, Fort Story Site, Virginia Beach, VA

The Government intends to award a firm-fixed price task order.

Description of the work: Reference the DB RFP (ATTACHMENT A) and drawings **(ATTACHMENT B - Drawings and Prescriptive Specs)**. The Contractor shall provide all supervision, labor, material, and equipment required to perform the following work: ~~install a Government Furnished Diesel Generator, subbase tank, exhaust stack, equipment pad, generator control, equipment connections, distribution conductors, ATS reprogramming, and incidental related work~~.
provide a complete new insulated roof system design and construction services for the entire facility roof system, including all ancillary and incidental work necessary for a complete, new, watertight roof system installation.

Time for completion: In accordance with FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984), all work and options shall be completed within **294** calendar days after award. The days are calculated from date of task order award, and includes the initial 15 days allowed for distribution of the task order award, submission and approval of insurance and bonding, and other requirements set forth in the task order/MACC.

Task order award is considered notice to proceed.

*****Offerors must consider the total time to complete the project which includes, but not limited to, lead times of supplies, materials, and equipment. If the construction contract duration in the RFP is not feasible, offerors must submit a pre-proposal inquiry (PPI) by the PPI deadline with a proposed construction contract duration and explanation why additional time is needed.*****

Estimated Price Range: In accordance with FAR 36.204 Disclosure of the Magnitude of Construction Projects, the estimated price range is between $1,000,000 and $5,000,000.

NAICS Code: 236220 -- Commercial and Institutional Building Construction

Wage Determination: General Decision Number VA20260167 Mod 01dated 01/30/2026 (ATTACHMENT C) as of the date of this RFP. Should this wage determination be modified by DoL prior to award, the most current wage determination will be issued via amendment and incorporated into the final task order award.

Liquidated damages: In accordance with FAR 52.211-12 Liquidated Damages, 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 $752.26 for each calendar day of delay until the work is completed or accepted.

Utilities: If Applicable; Refer to DB RFP (ATTACHMENT A)
NOTE: Any Government utility costs will be charged to the Contractor at prevailing rates.

Record Shop Drawings: In accordance with FAR 52.236-21 DB RFP and Drawings for Construction, record shop drawings are required. Reproducible copies of these record drawings are not required.

Government Furnished Property: There is no Government Furnished Property.

Basis for Award: This task order will be awarded on a fair opportunity basis pursuant to FAR 16.505 ordering procedures. The basis for award will be low price.

Bond Requirements: In accordance with FAR 52.228-1, Bid Guarantees, each offeror shall submit with its offer a guarantee bond (Standard Form 24) in a penal sum equal to at least 20 percent of the offer price or $3,000,000, whichever is less.

In accordance with FAR 28.102-1, the following payment protections are required from the awardee ten (10) days after date of award: **Payment Bond and Performance Bond.**

Minimum Insurance Requirements: Offerors shall consider the costs of incorporating the required Minimum Insurance Requirements when submitting proposals. The awardee will be required to demonstrate proof of the following insurance requirements within **ten (10)** calendar days after award:

- Comprehensive general liability: $500,000 per occurrence.
- Automobile liability: $200,000 per person, $500,000 per occurrence for bodily injury, $20,000 per occurrence for property damage.
- Workmen's compensation as required by Federal and State workers' compensation and occupational disease laws.
- Employer's liability coverage of $100,000, except in States where workers compensation may not be written by private carriers.
- Others as required by state law.

  Per FAR 52.228-5, policies must contain an endorsement to the effect of the following:

  Any cancellation or any material change in the policies adversely affecting the Government's interest shall not be effective 1) for such period the laws of the State in which this contract is to be performed prescribe or, 2) until thirty (30) days after the insurer or contractor gives written notice to the Contracting Officer, whichever period is longer.

Proposal Acceptance Period: Proposal acceptance period shall be **120** days from receipt of offers.

OFFERORS ARE ADVISED THAT FUNDING MAY NOT BECOME AVAILABLE. IF FUNDS ARE NOT AVAILABLE, NO AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERORS WILL NOT BE REIMBURSED FOR ANY EFFORT OR PROPOSAL COSTS RESULTING FROM THIS SOLICITATION.

FAR 52.236-27 Site Visit (Construction)

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

(b) An organized site visit has been scheduled for **May 6, 2026, at 1000 (10:00 am) EDT**.

(c) Participants will meet on-site at the back of building 3147 (see Attachment D - Site Visit Map), Joint Expeditionary Base Little Creek-Fort Story (Little Creek Site), Virginia Beach, VA.

This will be the ONLY Government scheduled Site Visit. Please follow the instructions below if you will need base access.

All prospective offerors are urged to attend this site visit. The pre-proposal site visit will be held for the following purposes: familiarization with the extent and nature of project; explaining concepts involved, DB RFP, terms and conditions, and unique RFP features. The Government will not provide any verbal answers to any verbal questions posed during the pre-proposal conference/site visit. Offerors shall submit written questions for any issues that may arise during the conference (see Pre-Proposal Inquiries below). The Government will provide written responses to any such questions via electronic RFP amendment posted to https://sam.gov.

No minutes of this meeting will be issued. Remarks and explanations addressed during the conference shall not qualify or alter any RFP terms or conditions. The terms and conditions of this RFP will remain unchanged unless amended in writing.

Contractors ARE ALLOWED to use cameras, tape recorders, or other recording devices during the site visit.

CONTRACTOR ACCESS FOR THE SITE VISIT:

All prime contractors on MACC GROUP: ML-C00081 that require base access/ escort for their employees or sub-contractors need to have the individuals needing access to fill SECNAV 5512 form (Attachment E). SECNAV 5512 sections, 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30 must be completely filled out and have a **PRINTED COPY BEFORE** arriving at **LITTLE CREEK**'s Pass and ID office.

Box 24. Base Sponsor's Name: Chirine Johnson- NAVFAC-chirine.elkaissijohnson.civ@us.navy.mil

Sponsor Phone: 757-462-5329

Send an email to the contract specialist Chirine Johnson to inform her of the number of individuals that need access and their name ONLY. **Do not send any attachments**. **Do not send an email if you do not need an escort.**

The contract specialist/ sponsor will be at **LITTLE CREEK**'s pass and ID office on the day of the site visit **May 6, 2026 from 9:00 to 9:30.**

Anyone arriving after 9:30 will not be sponsored.

Contact Chirine Johnson 757-462-5329 if you have any questions.

Pre-Proposal Inquiries (PPIs): PPIs must be submitted electronically via Pre-Proposal Inquiry Form (ATTACHMENT **F**), to Chirine Johnson at chirine.elkaissijohnson.civ@us.navy.mil no later than **13 May 2026 at 1400 hours EDT** in order to process all inquiries by the proposal due date.

Do not submit the same inquiry more than once. Please verify that inquiries submitted by you on behalf of your subcontractors are not duplicates. Responses will be published via amendment posted to PIEE.

Proposal Due Date: 20 May 2026 at 1400 hours EDT. LATE PROPOSALS WILL NOT BE CONSIDERED.

Proposal Delivery Information: PROPOSALS SHALL BE SUBMITTED THROUGH PIEE. Facsimile transmissions of proposals, acknowledgements of amendments, or modifications to proposals are not authorized.

*PIEE Submissions:
Offerors shall submit electronic proposals (.pdf format) in response to this solicitation. Only the PIEE Solicitation Module is authorized for the submission of electronic proposals in response to this solicitation.
Electronic proposal submissions should be no larger than 1.9 GB per file.

Offerors shall ensure that the Government has received the electronic proposal prior to the date and time specified. **PIEE Solicitation Vendor Access Instructions** are provided via (ATTACHMENT **G)**. Emailed submissions will not be accepted.

Offerors shall allow adequate time to upload files which may be slower for non-DoD users and to avoid other technical difficulties that may be encountered. Offerors are also responsible for submitting files in the format specified and consistent with requirements stated elsewhere in this solicitation. Files that cannot be opened or are otherwise missing the required content are the responsibility of the Offeror.

PIEE system will record the date and time of package submittal. The date and time of package submittal recorded in PIEE shall govern the timeliness of any proposal submission. LATE PROPOSALS WILL NOT BE CONSIDERED.

All required proposal documents shall be submitted in accordance with FAR 15.208. Refer to "Basis for Award" for complete submittal instructions.

BASIS FOR AWARD

1. The proposed task order will be awarded to the responsible offeror offering the best value to the Government. For this order, the best value is expected to result from selection of the proposal with the lowest evaluated price. To make a determination of best value, the Government shall evaluate each offeror on price only.

2. Submittal Requirements and Basis of Evaluation:

    a. Offeror shall submit the following:

    - Cover Page to include:
        - RFP Number, RFP Title, Prime Contractor Name, Employer Identification Number (EIN), Address, Phone Number, Fax Number, DUNS and Cage Code, Point of Contact – Name, Phone Number and Email
    - Completed and Signed Price Proposal Form (ATTACHMENT **H**)
    - Acknowledged Amendments (if applicable) (ATTACHMENT **H**)
    - Bid guarantee
    - Copy of current VETS 4212 Registration

    Note: The costs for preparation of task order proposals shall be the responsibility of the offeror and not directly reimbursable.

    b. Basis of Evaluation: The Government will evaluate price based on the lump sum price. No provision is made for economic price adjustment. The lump sum price shall be deemed to include all costs required for the specified work, completed in accordance with the drawings and DB RFP, including all labor, materials, equipment, tools, management, supervision, disposal, and related items.

    Analysis will be performed by one or more of the following techniques:

    - Comparison of proposed prices received in response to the RFP.
    - Comparison of proposed prices with the IGE.
    - Comparison of proposed prices with available historical information.
    - Comparison of market survey results.

    A price, which is found to be unreasonably high or unbalanced in relation to the proposed work and/or Government Estimate may negatively impact the offeror's evaluation and may result in the proposal not being eligible for award. A proposal that fails to submit pricing as required will be considered unresponsive and will not be evaluated or considered for award.

EVALUATION

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with any or all offerors; and to award the task order to the offeror submitting the lowest price proposal.

2. As stated in the RFP, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306 (a)). The Government

reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

Additional Instructions to Offerors:

1. Pursuant to the basic contract award, offerors are required to submit proposals on all Task Order Requests for Proposals received from the Government. In the event MACC awardees are unable to submit a proposal, a written explanation is required to be submitted to the contracting officer issuing the RFP within five (5) working days of receipt of the RFP. A contract awardees' failure to comply with submitting Task Order proposals or appropriate explanations in response to RFPs may result in the Government choosing not to exercise remaining option periods and/or to exercise its termination rights.

2. Offerors are strongly recommended to participate in the site visit, examine DB RFP, schedule and all instructions. Failure to do so will be at the offeror's risk.

3. Offers for supplies or services other than those specified will not be considered unless authorized by the RFP.

4. Offerors must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the RFP.

5. Time for completion, if stated as the number of days, includes all calendar days (i.e., Saturdays, Sundays, and holidays) unless otherwise specified.

6. Offerors must adhere to all terms and conditions provided in the Base award for this task order, as well as this Request for Proposal.

Fill in the Following Provision

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

As prescribed in 9.109-5 , insert the following provision:

Violation of Arms Control Treaties or Agreements-Certification (Nov 2021)

(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-aff airs/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-aff airs/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 there may have been such activity, 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 it is later determined 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)

THE FOLLOWING PROVISIONS/CLAUSES ARE APPLICABLE TO THIS SOLICITATION:

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

52.204-27 Prohibition on a Bytedance Covered Application (Jun 2023)

52.219-14 Limitations on Subcontracting (Feb 2023)(DEVIATION 2021-O0008)

52.222-8 Payrolls and Basic Records (Jul 2021)

52.222-11 Subcontracts (Labor Standards) (May 2014)

52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)

52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)

52.228-15 Performance and Payment Bonds-Construction (Jun 2020)(DEVIATION 2020-O0016)

52.236-6 Superintendence by the Contractor (Apr 1984)

252.204-7024 Notice on the Use of the Supplier Performance Risk System (Mar 2023)

252.225-7059 Prohibition on Certain Procurements from The Xinjiang Uyghur Autonomous Region – Representation (Jun 2023)

252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region (Jun 2023)

252.225-7966 Prohibition Regarding Russian Fossil Fuel Business Operations - Representation (DEVIATION 2024-O0006, REVISION 1) (Mar 2024)

252.225-7967 Prohibition Regarding Russian Fossil Fuel Operations (DEVIATION 2024-O0006, REVISION 1) (Feb 2024)

252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-O0015)

252.225-7973 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2020-O0015)(May 2020)

PROVISIONS/CLAUSES INCORPORATED BY FULL TEXT

Please note the below provision(s)/clause(s) are applicable to this task order and will be incorporated into the base contract via forthcoming modification.

52.204-29 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (Dec 2023)

(a) *Definitions.* As used in this provision, *Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system,* and *Source* have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures*.

(1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(*https://www.sam.gov)* for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition (Dec 2023)

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

Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.
Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.
Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal

access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being

provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts*.

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of clause)

52.240-1 Prohibition on UAS Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024)

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

American Security Drone Act-covered foreign entity means an entity included on a list developed and maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act-covered foreign entity.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibition.* The Contractor is prohibited from—

(1) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.);

(2) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.); and

(3) On or after December 22, 2025, using Federal funds for the procurement or operation of a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(c) *Procedures.* The Contractor shall search SAM at https://www.sam.gov for the FASC-maintained list of American Security Drone Act-covered foreign entities prior to proposing, or using in performance of the contract, any unmanned aircraft system. Additionally, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(d) *Exemptions, exceptions, and waivers.* The prohibitions in this clause do not apply where the agency has determined an exemption, exception, or waiver applies and the contract indicates that such a determination has been made. [See sections 1823 through 1825 and 1832 of Public Law 118-31 (41 U.S.C. 3901 note prec.) for statutory requirements pertaining to exemptions, exceptions, and waivers.].

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

ATTACHMENTS:

A – DB RFP
B – Drawings and Prescriptive Specs
C – Wage Determination (VA20250167 1/02/2026)
D – Site Visit Map
E – SECNAV 5512 Form
F – Pre-Proposal Inquiry Form
G – PIEE Solicitation Vendor Access Instructions
H – Price Proposal Form

RECAP OF IMPORTANT DATES:

SITE VISIT: **May 6th, 2026, at 1000 hours EDT**
PPI DUE DATE: **May 13th, 2026, at 1400 hours EDT**
PROPOSAL DUE DATE: **May 20th, 2026, at 1400 hours EDT**