SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W912PA26RA002	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	01 JUN 2026	1 100

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		BNLX_O2D-26009-26

7. ISSUED BY CODE W912PA

0409 AQ HQ CONTRACT
KO DIRECTORATE OF CONTRACTING, PSC79 BRCO
APO, AE 09724
UNITED STATES
ALECSUS SEBBEN, EMAIL: ALECSUS.R.SEBBEN.CIV@ARMY.MIL TELEPHONE: 597-9667

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	ALECSUS SEBBEN	597-9667

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: RENEW PAVING IDIQ - BELGIUM
PROJECT LOCATION: BELGIUM

PAVING - CONSTRUCTION, RENOVATION AND MAINTENANCE OF ROADS LOCATED INSIDE USAG BENELUX AREA OF RESPONSIBILITY.

PROJECT: BNLX_O2D-26009-26 CONSTRUCTION, RENOVATION AND MAINTENANCE OF ROADS, ETC., LOCATED INSIDE USAG BENELUX INSTALLATIONS: CHIEVRES AIR BASE, CASERNE DAUMERIE, SHAPE, USAG BENELUX-BRUSSELS, BRUSSELS AMERICAN SCHOOL AND ZUTENDAAL, BELGIUM.

11. The contractor shall begin performance within 10 calendar days and complete it within 365 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? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☐ YES ☒ NO	

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 02:30 PM ***(hour)*** local time 02 JUL 2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

d. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

CODE FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

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

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

AMOUNTS ▶

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

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

AMENDMENT NUMBER										
DATE										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT
☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

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

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

All activities within USAG Benelux may coordinate with the Regional Contracting Office - Benelux to place orders under this IDIQ.

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1.00	$2,500.00	150.00	$9,944,274.00

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1.00	$2,500.00	30.00	$5,000,000.00

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
0001	1.00	$2,500.00	30.00	$5,000,000.00
0002	1.00	$2,500.00	30.00	$5,000,000.00
0003	1.00	$2,500.00	30.00	$5,000,000.00
0004	1.00	$2,500.00	30.00	$5,000,000.00
0005	1.00	$2,500.00	30.00	$5,000,000.00
0006	1.00	$2,500.00	30.00	$5,000,000.00
0007	1.00	$2,500.00	30.00	$5,000,000.00

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
0001	1.00	$2,500.00	30.00	$5,000,000.00
0002	1.00	$2,500.00	30.00	$5,000,000.00
0003	1.00	$2,500.00	30.00	$5,000,000.00
0004	1.00	$2,500.00	30.00	$5,000,000.00
0005	1.00	$2,500.00	30.00	$5,000,000.00
0006	1.00	$2,500.00	30.00	$5,000,000.00

0007	1.00	$2,500.00	30.00	$5,000,000.00

MINIMUM GUARANTEED AMOUNT

The minimum guaranteed amount for this requirement is $500 or Euro equivalent.

PRICE SCHEDULE

See Attachment 2 - Price Book.

*** END OF NARRATIVE ***

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	IDIQ Paving Belgium - Year I Provide labor, materials, supervision, and transportation to support the paving requirements at USAG Chievres Air Base (CAB), Caserne Daumerie (CD), SHAPE, USAG Benelux-Brussels, Brussels American School (BAS) and Zutendaal, Belgium in accordance with the Statement of Work (SOW) at Attachment 1 and pricing at Attachment 2 - Price Book (ELINs 1001 AA through 1007 CT). Pricing Arrangement: Firm Fixed Price	30	Job		
0002	IDIQ Paving Belgium - Year II Provide labor, materials, supervision, and transportation to support the paving requirements at USAG Chievres Air Base (CAB), Caserne Daumerie (CD), SHAPE,	30	Job		

	USAG Benelux-Brussels, Brussels American School (BAS) and Zutendaal, Belgium in accordance with the Statement of Work (SOW) at Attachment 1 and pricing at Attachment 2 - Price Book (ELINs 2001 AA through 2007 CT). Pricing Arrangement: Firm Fixed Price				
0003	IDIQ Paving Belgium - Year III Provide labor, materials, supervision, and transportation to support the paving requirements at USAG Chievres Air Base (CAB), Caserne Daumerie (CD), SHAPE, USAG Benelux-Brussels, Brussels American School (BAS) and Zutendaal, Belgium in accordance with the Statement of Work (SOW) at Attachment 1 and pricing at Attachment 2 - Price Book (ELINs 3001 AA through 3007 CT). Pricing Arrangement: Firm Fixed Price	30	Job		
0004	IDIQ Paving Belgium - Year IV Provide labor, materials, supervision, and transportation to support the paving requirements at USAG Chievres Air Base (CAB), Caserne Daumerie (CD), SHAPE, USAG Benelux-Brussels, Brussels American School (BAS) and Zutendaal, Belgium in accordance with the Statement of Work (SOW) at Attachment 1 and pricing at Attachment 2 - Price Book (ELINs 4001 AA through 4007 CT). Pricing Arrangement: Firm Fixed Price	30	Job		
0005	IDIQ Paving Belgium - Year V Provide labor, materials, supervision, and transportation to support the paving requirements at USAG Chievres Air Base (CAB), Caserne Daumerie (CD), SHAPE,	30	Job		

	USAG Benelux-Brussels, Brussels American School (BAS) and Zutendaal, Belgium in accordance with the Statement of Work (SOW) at Attachment 1 and pricing at Attachment 2 - Price Book (ELINs 5001 AA through 5007 CT). Pricing Arrangement: Firm Fixed Price				
Option Line Item 0006	IDIQ Paving Belgium - Option 1 - Year VI Provide labor, materials, supervision, and transportation to support the paving requirements at USAG Chievres Air Base (CAB), Caserne Daumerie (CD), SHAPE, USAG Benelux-Brussels, Brussels American School (BAS) and Zutendaal, Belgium in accordance with the Statement of Work (SOW) at Attachment 1 and pricing at Attachment 2 - Price Book (ELINs 6001 AA through 6007 CT). Pricing Arrangement: Firm Fixed Price	30	Job		
Option Line Item 0007	IDIQ Paving Belgium - Option 1 - Year VII Provide labor, materials, supervision, and transportation to support the paving requirements at USAG Chievres Air Base (CAB), Caserne Daumerie (CD), SHAPE, USAG Benelux-Brussels, Brussels American School (BAS) and Zutendaal, Belgium in accordance with the Statement of Work (SOW) at Attachment 1 and pricing at Attachment 2 - Price Book (ELINs 7001 AA through 7007 CT). Pricing Arrangement: Firm Fixed Price	30	Job		

Section C - Description/Specifications/Statement of Work

See Attachment 1 - Statement of Work.

*** END OF NARRATIVE ***

Requirements
Paving IDIQ - Belgium

0001
Product Service Code : Y1LB

0002
Product Service Code : Y1LB

0003
Product Service Code : Y1LB

0004
Product Service Code : Y1LB

0005
Product Service Code : Y1LB

Section E - Inspection and Acceptance

CONVENTIONAL FORCE EUROPE

CONVENTIONAL FORCES EUROPE (CFE) TREATY VERIFICATION INSPECTION

Contractor-owned or controlled structures and containers located on U.S. Government installations are subject to short-notice inspections by CFE treaty inspection teams. The Government will endeavor to provide the Contractor as much notice as possible in the event of such inspections. The contractor shall provide access to such structures and containers at the request of the Government. The Contractor shall report such inspections to the Contracting Officer in writing within ten (10) calendar days of completion of the inspection. Contractor-owned or controlled structures and/or containers on U.S. installations may have to be inspected to comply with the CFE treaty even if Contractor personnel are unavailable to provide access. Any costs borne by the Contractor or any impact on contract performance as a result of the inspection will be a matter of negotiation between the Contractor and the Contracting Officer.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government

*** END OF NARRATIVE ***

FAR Clauses Incorporated by Full Text

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

Inspection of Construction (Aug 1996)

(a) Definition."Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not-

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this- section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may-

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or

nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See Attachment 1 - SOW DoDAAC: WK3E47 CountryCode: BEL W6EZ USAG BENELUX DIR OF PUBLIC WORKS, CHIEVRES AB HANGAR 6 CHIEVRES 7950 BELGIUM
0002	Inspection and Acceptance Location Both Destination Instructions: See Attachment 1 - SOW

	DoDAAC: WK3E47 CountryCode: BEL W6EZ USAG BENELUX DIR OF PUBLIC WORKS, CHIEVRES AB HANGAR 6 CHIEVRES 7950 BELGIUM
0003	Inspection and Acceptance Location Both Destination Instructions: See Attachment 1 - SOW DoDAAC: WK3E47 CountryCode: BEL W6EZ USAG BENELUX DIR OF PUBLIC WORKS, CHIEVRES AB HANGAR 6 CHIEVRES 7950 BELGIUM
0004	Inspection and Acceptance Location Both Destination Instructions: See Attachment 1 - SOW DoDAAC: WK3E47 CountryCode: BEL W6EZ USAG BENELUX DIR OF PUBLIC WORKS, CHIEVRES AB HANGAR 6 CHIEVRES 7950 BELGIUM
0005	Inspection and Acceptance Location

	Both Destination Instructions: See Attachment 1 - SOW DoDAAC: WK3E47 CountryCode: BEL W6EZ USAG BENELUX DIR OF PUBLIC WORKS, CHIEVRES AB HANGAR 6 CHIEVRES 7950 BELGIUM
Option Line Item 0006	Inspection and Acceptance Location Both Destination Instructions: See Attachment 1 - SOW DoDAAC: WK3E47 CountryCode: BEL W6EZ USAG BENELUX DIR OF PUBLIC WORKS, CHIEVRES AB HANGAR 6 CHIEVRES 7950 BELGIUM
Option Line Item 0007	Inspection and Acceptance Location Both Destination Instructions: See Attachment 1 - SOW DoDAAC: WK3E47 CountryCode: BEL W6EZ USAG BENELUX DIR OF PUBLIC WORKS, CHIEVRES AB HANGAR 6 CHIEVRES 7950 BELGIUM

Section F - Deliveries or Performance

NOTICE TO PROCEED

The Notice to Proceed will be provided as indicated below:

[------] The effective date of the contract will constitute the date of the Notice to Proceed.

[--X--] A Notice to Proceed letter will be issued for each Task Order.

[------] The date of the letter transmitting the contract will constitute the date of the Notice to Proceed.

*** END OF NARRATIVE ***

0001	**Delivery Schedule** From date of lead time event to completion of performance 365 Calendar Days Start of Period of Performance **Quantity** 30 Job **Address and POC** Place of Performance DoDAAC: WK3E47 CountryCode: BEL W6EZ USAG BENELUX DIR OF PUBLIC WORKS, CHIEVRES AB HANGAR 6 CHIEVRES 7950 BELGIUM **Period of Performance** From 01 Aug 2026 To 31 Jul 2027
0002	**Delivery Schedule** From date of lead time event to completion of performance 365 Calendar Days

	Start of Period of Performance **Quantity** 30 Job **Address and POC** Place of Performance DoDAAC: WK3E47 CountryCode: BEL W6EZ USAG BENELUX DIR OF PUBLIC WORKS, CHIEVRES AB HANGAR 6 CHIEVRES 7950 BELGIUM **Period of Performance** From 01 Aug 2027 To 31 Jul 2028
0003	**Delivery Schedule** From date of lead time event to completion of performance 365 Calendar Days Start of Period of Performance **Quantity** 30 Job **Address and POC** Place of Performance DoDAAC: WK3E47 CountryCode: BEL W6EZ USAG BENELUX DIR OF PUBLIC WORKS, CHIEVRES AB HANGAR 6 CHIEVRES 7950 BELGIUM **Period of Performance** From 01 Aug 2028 To 31 Jul 2029

0004	**Delivery Schedule** From date of lead time event to completion of performance 365 Calendar Days Start of Period of Performance **Quantity** 30 Job **Address and POC** Place of Performance DoDAAC: WK3E47 CountryCode: BEL W6EZ USAG BENELUX DIR OF PUBLIC WORKS, CHIEVRES AB HANGAR 6 CHIEVRES 7950 BELGIUM **Period of Performance** From 01 Aug 2029 To 31 Jul 2030
0005	**Delivery Schedule** From date of lead time event to completion of performance 365 Calendar Days Start of Period of Performance **Quantity** 30 Job **Address and POC** Place of Performance DoDAAC: WK3E47 CountryCode: BEL W6EZ USAG BENELUX DIR OF PUBLIC WORKS, CHIEVRES AB HANGAR 6 CHIEVRES 7950 BELGIUM **Period of Performance**

	From 01 Aug 2030 To 31 Jul 2031
Option Line Item 0006	**Delivery Schedule** From date of lead time event to completion of performance 365 Calendar Days Start of Period of Performance **Quantity** 30 Job **Address and POC** Place of Performance DoDAAC: WK3E47 CountryCode: BEL W6EZ USAG BENELUX DIR OF PUBLIC WORKS, CHIEVRES AB HANGAR 6 CHIEVRES 7950 BELGIUM **Period of Performance** From 01 Aug 2031 To 31 Jul 2032
Option Line Item 0007	**Delivery Schedule** From date of lead time event to completion of performance 365 Calendar Days Start of Period of Performance **Quantity** 30 Job **Address and POC** Place of Performance DoDAAC: WK3E47 CountryCode: BEL W6EZ USAG BENELUX

	DIR OF PUBLIC WORKS, CHIEVRES AB HANGAR 6 CHIEVRES 7950 BELGIUM **Period of Performance** From 01 Aug 2032 To 31 Jul 2033

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.232-7008	Assignment of Claims (Overseas).	1997-06		

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7006	Billing Instructions-Cost Vouchers	2023-05		

BILLING INSTRUCTIONS-COST VOUCHERS (MAY 2023)

When submitting a request for payment using a cost voucher, the Contractor shall-

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

(a) Definitions. As used in this clause-

"Contract financing payment" means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include-

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include-

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

"Electronic form" means any automated system that transmits information electronically from the initiating system to affected systems.

"Invoice payment" means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include-

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

"Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

"Receiving report" means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order. .

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at https://wawf.eb.mil/.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7006 Wide Area WorkFlow Payment 2023-01

Instructions.

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.

Construction Invoice

(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.

N/A

(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	W56FJX
Issue By DoDAAC	W912PA

Admin DoDAAC	W912PA
Inspect By DoDAAC	WK3E47
Ship To Code	WK3E47
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	WK3E47
Service Acceptor (DoDAAC)	WK3E47
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(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.

disa.global.servicedesk.mbx.eb-ticket-requests@mail.mil

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

(End of clause)

252.236-7000	Modification Proposals--Price Breakdown.	1991-12

MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown-

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for-

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

(End of clause)

Section H - Special Contract Requirements

SPECIAL INSTRUCTIONS

SYSTEM FOR AWARD MANAGEMENT (SAM)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award.

WIDE AREA WORKFLOW (WAWF) SYSTEM

Payment for this acquisition will be made through the Wide Area Workflow (WAWF) system. Contractors shall be registered in WAWF. See web site https://wawf.eb.mil for registration. Additional WAWF information is included in FAR Clauses 252.232-7003 & 252.232-7006.

PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable laws, codes, and regulations applicable to the performance of the work. The Contractor shall also take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work that may have been accepted under the contract.

LIABILITY

For the purpose of this contract the Contractor is considered as an independent Contractor and not as an agent of the US Government. During the performance the Contractor shall be liable and will indemnify and hold harmless the Government, its agents and employees against any actions or claims for all damages to persons or property, including death arising or resulting from fault, negligence, wrongful act or wrongful omission of the Contractor.

TRANSLATION

Drawings, specifications, instructions, or other documents furnished to the Contractor by the Government in connection with the performance of the work shall be in the English language only. Such translations thereof as are necessary or proper for the performance of the work shall be provided by the Contractor. Errors or omissions in such translations from the Government furnished drawings, specifications, instructions or other documents shall be the responsibility of the Contractor. The English text shall apply in the event of disagreements occasioned by differences between the text and the Contractor's translation of drawings, specifications, instructions or other documents furnished by the Government pursuant to the provisions of the contract. All correspondence, drawings, and other documents submitted by the Contractor shall be entirely in English, except as otherwise provided in the contract.

PREPARATION, SUBMISSION OF INVOICES AND PAYMENT

Contractor shall submit his invoice electronically through the Wide Area Workflow

(WAWF) online application system for payment. WAWF Instructions are being provided to the Contractor under separate cover upon request. WAWF also provides online training: https://wawf.eb.mil/

Invoice must include the appropriate amount due, percentage of work completed, or an itemized listing of quantities (by building, if applicable) and a description of items and discounts accurate in accordance with the Schedule and the terms and conditions of the contract. In addition, the invoice shall specify the date on which all work, or to portion or percentage of work invoiced under the contract, was completed. Taxes and duties will be listed and excluded from invoice prices.

ENVIRONMENTAL LAWS

All materials should meet regional, provincial, national and local ecology laws in respect to all materials and their disposal. Contractor will be insured against and solely responsible for any ecological damage caused both to US and Host Nation interested parties. Furthermore, the Contractor agrees to hold the US Government harmless in any lawsuit concerning ecological damages.

WEATHER DELAYS

Reference paragraph (b) (1), FAR 52.249-10 Clause "DEFAULT (FIXED PRICE CONSTRUCTION) (APR 1984)"

Unless unusually severe (seasonal) weather conditions prevails, no extension will be granted for delays experienced by the Contractor. A log book shall be kept by the

Contractor to record weather conditions, and any eventual inclemency's which may preclude the continuation of work in accordance with the requirements of tender document "Marches Publics - 1978, chapter I, Item 28" (for BELGIUM). This log book shall be presented as a summary of the work performed, the weather conditions and the report on personnel attendance on the work site. It shall serve as a base for determining the final completion date of the works.

PERFORMANCE STANDARDS

(a) The specifications and the contract shall govern in the event a conflict between the applicable standards and any requirement or condition of the specifications and the contract arises.

(b) Copies of the applicable Belgian standards and regulations will not be furnished with this specifications. US Army, Government specifications, regulations and other publications made part of this contract by reference herein are available for reading at the local facilities engineering office located at :

USAG BENELUX

Directorate of Public Works

Engineering

Hangar # 6 - Chievres Air Base

B 7950 CHIEVRES

Belgium

MEASUREMENTS AND QUANTITIES AT TASK ORDER LEVEL

Unless stated otherwise, all quantities and measurements listed in the specifications, drawings, and price breakdown are estimates only. The offeror themselves shall familiarize with the job site, determine the extent, nature and scope of work as appropriate.

CONSERVATION OF ELECTRICITY AND WATER

The United States Government will make available to the Contractor, from existing outlets and supplies, all reasonably required amounts of electricity and water free of charge to the Contractor. The Contractor shall carefully conserve utilities furnished without charge.

*** END OF NARRATIVE ***

Section I - Contract Clauses

5152.225-4001 INSTALLATION CLEARANCE RERQUIREMENTS (May 2017)

(a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are

authorized by Host Nation law to work in that country. Failure to submit required information/data and obtain

required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control,

will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to

ensure that any Subcontractor used in performance of this contract complies with these requirements and that all

employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and

comply with these requirements.

(b) The Contractor is responsible for being aware of and complying with the requirements associated with

Installation Access Control. The Government is not liable for any costs associated with performance delays due

solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.

(c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control

Office (IACO) when the contract is completed or when a contractor employee no longer requires access.

(d) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

Organizational Sponsor: Christophe Pottiez

Location: USAG Benelux - DPW Building No: Hangar # 6 - Chievres Air Base

DSN Phone No: (314) 597-5346 Commercial Phone No: 068 / 25 53 46

Installation Access Control Office:

Location: USAG Benelux - PMO Building No: 134

DSN Phone No: (314) 597-5250 Commercial Phone No: 068 / 25 52 50

(End of clause)

5152.233-4002 AMC-LEVEL PROTEST PROGRAM (June 2016)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 45 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

Protest to HQAMC shall be filed at:

Headquarters U.S. Army Materiel Command

Office of Command Counsel-Deputy Command Counsel

4400 Martin Road

Rm: A6SE040.001

Redstone Arsenal, AL 35898-5000

Fax: (256) 450-8840 or e-mail: usarmy.redstone.usamc.mbx.protests@mail.mil

Packages sent by FedEx or UPS should be addressed to:

Headquarters U.S. Army Materiel Command

Office of Command Counsel-Deputy Command Counsel

4400 Martin Road

Rm: A6SE040.001

Redstone Arsenal, AL 35898-5000

The AMC-level protest procedures are found at:

https://www.amc.army.mil/Connect/Legal-Resources/

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest

Procedures.

(End of Provision)

*** END OF NARRATIVE ***

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.202-1	Definitions.	2020-06		
52.203-3	Gratuities.	1984-04		
52.203-5	Covenant Against Contingent Fees.	2014-05		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or	2014-05		

	Improper Activity.	
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	2026-02
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12
52.204-91	Contractor Identification. (Deviation 2026-O0038)	2026-02
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02

52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.214-29	Order of Precedence-Sealed Bidding.	1986-01
52.215-2	Audit and Records-Negotiation. (Deviation 2026-O0038)	2026-02
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038)	2026-02
52.215-12	Subcontractor Certified Cost or Pricing Data. (Deviation 2026-O0038)	2026-02
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.228-3	Workers' Compensation Insurance (Defense Base Act).	2014-07
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas.	1984-04
52.229-6	Taxes-Foreign Fixed-Price Contracts.	2013-02
52.229-12	Tax on Certain Foreign	2021-02

	Procurements.			
52.232-8	Discounts for Prompt Payment.	2002-02		
52.232-17	Interest.	2014-05		
52.232-23	Assignment of Claims.	2014-05		
52.232-25	Prompt Payment.	2017-01		
52.232-27	Prompt Payment for Construction Contracts.	2017-01		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10		
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03		
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02		
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02		
52.233-3	Protest after Award. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	2026-02		
52.236-3	Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038)	2026-02		

52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02
52.236-8	Other Contracts. (Deviation 2026-O0038)	2026-02
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038)	2026-02
52.236-10	Operations and Storage Areas. (Deviation 2026-O0038)	2026-02
52.236-11	Use and Possession Prior to Completion. (Deviation 2026-O0038)	2026-02
52.236-12	Cleaning Up. (Deviation 2026-O0038)	2026-02
52.236-13	Accident Prevention. (Deviation 2026-O0038)	2026-02
52.236-14	Availability and Use of Utility Services. (Deviation 2026-O0038)	2026-02
52.236-15	Schedules for Construction Contracts. (Deviation 2026-O0038)	2026-02
52.236-17	Layout of Work. (Deviation 2026-O0038)	2026-02
52.236-21	Specifications and Drawings for Construction. (Deviation 2026-O0038)	2026-02
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-	2026-02

	O0038)	
52.242-13	Bankruptcy.	1995-07
52.243-4	Changes. (Deviation 2026-O0038)	2026-02
52.243-5	Changes and Changed Conditions. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02
52.247-15	Contractor Responsibility for Loading and Unloading.	1984-04
52.249-2	Termination for Convenience of the Government (Fixed-Price).	2012-04
52.249-4	Termination for Convenience of the Government (Services) (Short Form).	1984-04
52.249-10	Default (Fixed-Price Construction).	1984-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		

252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	2023-01		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	2023-01		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	2024-05	Deviation 2024-O0013	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05		

252.216-7003	Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government.	2012-03
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7048	Export-Controlled Items.	2013-06
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01
252.232-7010	Levies on Contract Payments.	2006-12
252.236-7005	Airfield Safety Precautions.	1991-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	2023-11
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		

Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

(a) Definitions. As used in this clause-

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and

restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

52.211-12	Liquidated Damages-Construction.	2000-09

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of 246 Euro for the first day and 175 Euro for each calendar day of delay afterwards 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)

52.211-13	Time Extensions.	2000-09

Time Extensions (Sept 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.216-18 Ordering. 2020-08

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 the contract effective date through the contract expiration date.

(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. 1995-10

Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $500 or Euro equivalent, 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 $5,000,000.00;

(2) Any order for a combination of items in excess of $5,000,000.00; or

(3) A series of orders from the same ordering office within five (5) 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 ten (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) 2026-02

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 the completion of the Task Order period of performance.

(End of clause)

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

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 thirty (30) days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (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 seven (7) years.

(End of clause)

52.225-14	Inconsistency between English Version and Translation of Contract.	2000-02

Inconsistency Between English Version and Translation of Contract (Feb 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

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

Payments under Fixed-Price Construction Contracts (May 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (Name)

____ (Title)

____ (Date)

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

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

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

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

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

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

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

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

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

contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

(End of clause)

52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02

Applicable Law for Breach of Contract Claim (Feb 2026) (Deviation 2026-O0038)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02

Material and Workmanship (Feb 2026) (Deviation 2026-O0038)

(a)

(1) Equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract.

(2) References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

(3) The Contractor may, at its option, use any equipment, material, article, or process that, in

the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery, mechanical, and other equipment to be incorporated into the work.

(1) When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment.

(2) When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work.

(i) When requesting approval, the Contractor shall provide appropriate and required information concerning the material or articles.

(ii) When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval are installed or used at the risk of subsequent rejection.

(c) Work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	2026-02

Superintendence by the Contractor (Feb 2026) (Deviation 2026-O0038)

During performance of this contract and until the work is completed and accepted, the

Contractor shall directly superintend the work or assign and have on site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.242-14 Suspension of Work. 1984-04

Suspension of Work (Apr 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1)by an act of the Contracting Officer in the administration of this contract, or (2)by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment

under the contract.

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

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

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

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective

		Date
252.222-7002	Compliance with Local Labor Laws (Overseas).	1997-06

COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all-

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting Officer.

(End of clause)

252.225-7041	Correspondence in English.	1997-06

CORRESPONDENCE IN ENGLISH (JUN 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States.	2015-06

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. " United States ," as used in this clause, means, the 50 States, the District of Columbia , and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for

Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is-

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA-AT; telephone DSN 222-9832 or commercial (703) 692-9832(Contracting Officer to insert applicable information cited in PGI 225.372-1 (DFARS/PGI view)).

(End of clause)

252.229-7001 Tax Relief. 2020-04

TAX RELIEF-BASIC (APR 2020)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: ____(Offeror insert) RATE (PERCENTAGE): ____(Offeror insert)

(b) Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported

products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

252.233-7001	Choice of Law (Overseas).	1997-06

CHOICE OF LAW (OVERSEAS) (JUN 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

252.236-7001	Contract Drawings and Specifications.	2000-08

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference,

in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

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

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

Title	File	Drawing No.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(End of clause)

Section J - List of Attachments

The attachments listed in this Section are incorporated by reference and made part of this contract with the same force and effect as if included in full text.

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	Attachment 1 - Statement of Work	Statement of Work		23 Apr 2026			Attachment	No
0002	Attachment 2 - Price Book	Price Book		23 Apr 2026			Attachment	No

Section K - Representations, Certification, & Other Statements

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems###Representation. (DEVIATION 2024-O0014)	2024-08	Deviation 2024-O0014	2024-08

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-2	Certificate of Independent Price Determination.	1985-04		

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate

in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ____[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.204-90	Offeror Identification. (Deviation 2026-O0038)	2026-02

Offeror Identification (Feb 2026) (Deviation 2026-O0038)

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (https://www.sam.gov) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

(a) Definitions. As used in this provision-

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

(b) Unique entity identifier (UEI).

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) Taxpayer identification. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:

(1) Taxpayer identification number (TIN)

[ ] TIN: ____;

[ ] TIN has been applied for; or

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government; or

[ ] Offeror is an agency or instrumentality of the Federal Government.

(2) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4; or

[ ] Other.

(3) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or

[ ] Name and TIN of common parent:

Name: ____

TIN: ____

(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S. C. 7701(c)(3)).

(d) Commercial and Government Entity (CAGE) code.

(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for-

(i) Its immediate owner(s), if any;

(ii) Its highest-level owner, if any; and

(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	CAGE Code	Legal Business Name
Immediate owner	____	____
Highest-level owner	____	____
Predecessor*	____	____

* Predecessor CAGE code may be marked "Unknown."

(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

52.209-7	Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02

Information Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(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 (FAPIIS) 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 FAPIIS 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)

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06

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)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7007	Alternate A, Annual Representations and Certifications.	2025-10	Alternate A	2025-10

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)

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

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

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

(i) Paragraph (e) applies.

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

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

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

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

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

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

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $200,000 or more.

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

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

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

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

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

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

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

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

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

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

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

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at *https://www.sam.gov*. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[Offeror to insert changes, identifying change by provision number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

____	____	____	____
____	____	____	____
____	____	____	____

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

(End of provision)

252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	2019-12

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

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

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

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

(End of provision)

252.204-7017	Prohibition on the Acquisition of	2021-05

Covered Defense
Telecommunications Equipment
or Services-Representation.

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

INSTRUCTIONS TO OFFERORS

General Instructions: This section provides general guidance for preparing proposals, as well as specific instructions on the format and content of the proposal. Throughout this section, the term "Offeror" means the prime contractor submitting the proposal. The Offeror's proposal must include all data and information requested and must be submitted in accordance with these instructions. Any Offeror who submits an incomplete package may be considered unacceptable. The offer shall be compliant with the requirements as stated in the Request for Proposal (RFP). A proposal that is sufficiently documented to support cost/price and technical requirements in a complete, orderly, and specific detailed manner will enable the Government to perform a thorough and fair evaluation.

A. Noncompliance with the instructions and RFP may result in an unfavorable proposal evaluation and may be grounds to eliminate the proposal from consideration for contract award.

B. **Discrepancies and Ambiguities:** If an Offeror believes the requirements in these instructions contain an error, omission, ambiguities, or are otherwise unsound, the Offeror shall immediately notify the Contracting Officer in writing with supporting rationale.

C. **Mistakes:** Mistakes in Offeror's proposal shall be handled in accordance with FAR 14.304 as referenced in FAR 15.303.

D. **Contract Document:** Sections K, L and M apply to the solicitation phase only; therefore, they will not be a physical part of the resulting contract.

E. **Points of Contact (POC):** The POCs for this acquisition are Amy Russell, Contracting Officer (KO), and Alecsus Sebben, Contracting Specialist (KS). Written requests for clarification may be sent to the KO/KS e-mail. Address any questions or concerns to them using the following contact information:

Amy Russell	Alecsus Sebben
amy.l.russell10.civ@army.mil	alecsus.r.sebben.civ@army.mil

Questions and comments pertaining to this RFP shall be submitted in writing by e-mail to the individuals listed above not later than close of business on the tenth (10th) day prior to the closing date of this RFP, as amended. The government reserves the right to disregard questions submitted after the proposed deadline.

L-1 PROPOSAL PREPARATION INSTRUCTIONS

The proposal package must be completed and submitted to the Contracting Officer and Contract Specialist identified in Points of Contact, above. Electronic (e-mail) submissions are required. It is the responsibility of the Offeror to confirm that their proposal has been received by the Government within the stated deadline identified within the proposal.

A. To ensure timely and equitable evaluation of proposals, Offerors must follow the instructions contained herein. Proposals must be complete, self-sufficient, and respond directly to the requirements of this solicitation. Alternate proposals will not be accepted. The response shall consist of two (2) separate volumes; **Volume I -** Price Proposal and **Volume II** - Technical Proposal.

B. 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 FAR 15.403-4 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 the price. Offerors are required to inspect the site where the work will be performed. A site visit will be scheduled and Offerors informed of site visit details at a later date (before submission of proposals). The POC for the site visit is:

Christophe Pottiez

DPW Engineering Division/Civil Engineer

Chievres Air Base

Building 20006, Room 204

Phone: +32 (0) 68 25 5346

christophe.pottiez.ln@army.mil

C. Format for proposal Volumes I and II shall be as follows:

1. All documents submitted should be labeled to identify the Volume with which they belong (e.g. *Company name, Price Book Proposal, Volume 1* or *Company name, CAGE Code, Volume 2*).

TITLE	# OF COPIES	MAXIMUM # OF PAGES

Volume I - Price Proposal	One (1)	No page limitation
Volume II - Technical Proposal	One (1)	Ten (10) pages

2. Offeror's should use a font size 10 or larger and page margins must be "narrow" or at least 1-inch margins.

D. Specific Instructions, SUBMIT THE FOLLOWING:

VOLUME I - PRICE PROPOSAL.

1. Contract Executed Documents: Complete blocks 14 (to include CAGE Code in the "CODE" box), 15, 16, 17, 18, 20a, 20b, and 20c. of the Solicitation Standard Form (SF) 1442. In doing so, the Offeror agrees to the contract terms and conditions as written in the solicitation, with attachments.

2. Section B - Price Book. Reference Attachment 2 - Price Book. Insert the proposed prices into Attachment 2 - Price Book for Exhibit Line Item Numbers (ELINs) from 1001 AA to 7007 CT which are highlighted Green. Items not highlighted do not require a price.

All priced line items shall reflect a complete and usable end product in accordance with the terms and conditions stated in this solicitation. Offerors who do not comply with this requirement shall be considered unacceptable and not eligible for award.

3. Section K - Representations and Certifications. The offeror shall complete all representations and certifications required by this solicitation:

FAR 52.209-7, Information regarding Responsibility Matters

FAR 52.229-11, Tax on Certain Foreign Procurements--Notice and Representation

DFARS 252.204-7016, Covered Defense Telecommunications Equipment or Services

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

DFARS 252.229-7001, Tax Relief

In accordance with FAR52.229-11, if the offeror represents it is a foreign person, then the offeror shall submit the IRS Form W-14 with its quotation.

If the offeror is claiming an exemption pursuant to a qualified income tax treaty as discussed above, the contractor should complete IRS Form W-14 with an appropriate statement in Part IV such as "The corporation is organized in [INSERT COUNTRY] with which the United States has a qualified income tax treaty that covers all nationals." Note that it is the offeror's responsibility to correctly execute IRS Form W-14 consistent with applicable law and IRS regulations.

For provisions completed by the offeror electronically as part of its annual representations and certifications, the contracting officer will consider that information instead of requiring the offeror to complete and submit those provisions. For those provisions and clauses that have not been completed electronically, the offeror must submit them with their proposal, or in the specific case of FAR 52.222-56, with the proposal or upon award.

NOTE on IRS Form W-14: *As discussed in FAR 52.229-11 and FAR 52.229-12, the U.S. Government may impose an excise tax on payments made to the contractor and collect the tax by withholding up to 2 percent of each payment due the contractor. If the offeror indicates it is a foreign person at FAR 52.229-11(d)(1), in order to claim exemption from this tax the offeror should complete W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments. In accordance with various Agreements between the US Government and some governments such as those countries listed below, IRS Form W-14 is used to claim exemption from the tax. To claim exemption and avoid withholding, the IRS Form W-14 should be submitted with the proposal.*

If the offeror indicates that it is exempt in provision FAR 52.229-11 and IRS Form W-14, then the contracting officer will include DFARS 252.229- 7014, Full Exemption from Two-Percent Excise Tax on Certain Foreign Procurements, in the resulting contract. Under current guidelines, the following qualified income tax treaties cover all nationals of the treaty country and exempt all such nationals from the tax imposed by 26 U.S. Code (S)5000C: Austria, Iceland, Slovak Republic, Bangladesh, Italy, Slovenia, Belgium, Jamaica, South Africa, Bulgaria, Japan, Spain, Canada, Latvia, Sri Lanka, Czech Republic, Lithuania Sweden, Denmark, Luxembourg, Switzerland, Estonia, Malta, Turkey, Finland, Mexico, United Kingdom, Germany, Netherlands, Venezuela, Hungary and Portugal.

The offeror is responsible for determining applicable exemptions, to include verifying the continued existence of the applicable tax treaty. For further information see https://www.irs.gov/government-entities/excise-tax-on-specified-federal-foreign-procurement-payments.

The term 'Offeror' means only the prime contractor submitting the proposal. It does not include any proposed subcontractors.

4. Responsibility. The Offeror shall provide the following regarding responsibility matters. Responsibility will be evaluated in accordance with FAR 9.1. In accordance with FAR 9.104-1, the Government is using special standards of responsibility for this procurement:

(a) The Contractor shall provide their ISO 9001 and ISO 14001 certifications. These certifications must be active at the time of award and maintained throughout the life of the contract.

(b) The Contractor shall provide a Certification for Veiligheids Checklist Aannemers (VCA) - For Safety, Health and Environment -see web site (http://www.vcadirect.com/vca-course/all-about-vca).

(c) The Contractor shall provide evidence of a current Certificate of Compliance from the Belgium Ministry of Finance for payment of Social Security, attesting that the company has completed the declarations for the last trimester of the solicitation date.

(d) The contractor shall comply with the following classes, categories and sub categories agreed upon by the competent Belgian regional minister- Belgium Ministry of Public Works and shall provide a valid Certificate for Class 5 (up to 1,810,000.00 Euros), C (General enterprise of road works). More information can be found on the following links:

https://www.belgium.be/en/economy/business/regulated_occupations/registered_contractors

https://economie.fgov.be/fr/themes/entreprises/secteurs-specifiques/construction/agreation-des-entrepreneurs

5. The Offeror shall acknowledge (sign) all amendments issued to the solicitation and include them under VOLUME I - PRICE PROPOSAL submission.

VOLUME II -TECHNICAL PROPOSAL

SUBFACTOR 1: RECENT AND RELEVANT CORPORATE EXPERIENCE.

The offeror shall submit evidence of its firm having a minimum of three (3) years of prior relevant paving services experience in Belgium within the past five (5) years from the date of the solicitation posting. "Relevant" experience is defined as performance of efforts involving requirements that are similar or greater in scope (years of services defined in the SOW requirements) and magnitude of effort (an aggregate of contracts of at least Euro 1,000,000.00) as compared to the effort described in this solicitation. The evidence shall include no more than five (5) contracts.

At a minimum, the offeror shall include the following information for each of the offered contracts:

Project title

Contract number (if available)

A narrative explaining the requirement and how it is relevant to the requirements of this solicitation

Contract performance dates

Total contract value

SUBFACTOR 2: CAGE CODE for SUPPLIER PERFORMANCE RISK (SPRS). The offeror shall submit their Commercial and Government Entity (CAGE) code in Block 14 of the Form 1442. This Code will be used by the Government to assess Supplier Performance Risk information.

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.214-34	Submission of Offers in the English Language.	1991-04		
52.233-2	Service of Protest. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.215-7007	Notice of Intent to Resolicit.	2012-06		
252.215-7013	Supplies and Services Provided by Nontraditional Defense	2023-01		

Contractors.

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038)	2026-02		

Instructions to Offerors-Competitive Acquisition (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the request for proposal closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to material elements of a proposal made after the request for proposal closing date, at the request of or as allowed by a Contracting Officer, as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to requests for proposals. If this request for proposal (RFP) is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this RFP by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1)

(i) Proposals and modifications to proposals shall be-

(A) Submitted using the method and the format specified in the RFP;

(B) Addressed to the office specified in the RFP; and

(C) Showing the time and date specified for receipt, the RFP number, and the name and address of the offeror.

(ii) Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i)(B) and (C) of this provision.

(2) The first page of the proposal must show-

(i) The RFP number;

(ii) The name, address, and telephone number of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the RFP and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone number (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this RFP; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3)

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as

to reach the Government office designated in the RFP by the time specified in the RFP. If no time is specified in the RFP, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the RFP after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the RFP, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral RFPs may be withdrawn orally. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the RFP, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this RFP in English, unless otherwise permitted by the RFP, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the RFP.

(6) Offerors may submit modifications to their proposals at any time before the RFP closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this RFP will be valid for the number of days specified on the RFP cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this RFP to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the RFP.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without negotiations with offerors (except clarifications as described in FAR 15.202(b)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct negotiations if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly evaluated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(8) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(9) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(10) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weaknesses or deficiencies in the debriefed offeror's offer.

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

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

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

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

(vii) For DoD contracts in excess of $10 million but not in excess of $100 million with a small business or nontraditional defense contractor (10 U.S.C. 3014), an option for the 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.

(viii) For award of a DoD contract in excess of $100 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.

(End of provision)

52.216-1	Type of Contract. (Deviation 2026-O0038)	2026-02

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

The Government contemplates award of a Firm Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of provision)

52.232-13	Notice of Progress Payments.	1984-04

Notice of Progress Payments (Apr 1984)

The need for customary progress payments conforming to the regulations in subpart 32.5 of the Federal Acquisition Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. The Progress Payments clause included in this solicitation will be included in any resulting contract, modified or altered if necessary in accordance with subsection 52.232-16 and its Alternate I of the FAR. Even though the clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of clause)

52.237-1	Site Visit.	1984-04

Site Visit (Apr 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect

the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

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

(End of provision)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Provisions Incorporated by Full Text

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

ONLY ONE OFFER (DEC 2022)

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

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

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

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

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.

S. Contracting Officer that the proposed price is fair and reasonable N/A[U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

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

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION CRITERIA

A. Basis for Contract Award

Award will be made on the basis of the lowest evaluated price meeting the technical acceptability as described in this RFP. Technical acceptability will be based on a contractor submitting an offer that complies with all of the requirements listed in the RFP. A contractor's ability to comply with all the requirements listed in the RFP is met when they have received an "acceptable" rating on all non-price factors. This acquisition will be conducted under FAR Part 15, Contracting by Negotiation.

B. Number of Contracts to be Awarded

The Government anticipates awarding a single contract resulting from this Request for Proposals (RFP) to the Offeror whose proposal represents the best value to the Government utilizing the Lowest Price Technically Acceptable (LPTA) source selection process.

C. Discussions

The Government may award without discussions; therefore, Offerors should submit proposals that represent their best offer. 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.

D. Solicitation Requirements, Terms and Conditions

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements,. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being ineligible for award.

E. Evaluation Process

VOLUME 1 - PRICE

(a) The total evaluated price shall be the sum of all Exhibit Line Item Numbers (ELINs) highlighted GREEN in Attachment 2 - Price Book for 1001 AA through 7007 CT.

(b) The government will evaluate the reasonableness of the offered prices. The Government will NOT evaluate the realism of offered prices.

Normally, adequate price competition establishes a fair and reasonable price. Analytical techniques and procedures described in FAR Part 15 may be used, singly or in combination with others, to ensure that the final price is fair and reasonable.

All extensions of the unit price of the CLINs will be subject to verification by the government. In case of variation between the unit price and the extension, the unit price will be considered to be the offer and the total recomputed accordingly. If the offeror provides a total amount for a CLIN but fails to enter the unit price, the amount divided by the specified quantity will be held to be the intended unit price.

The Offeror's Price Proposal will be evaluated for completeness, reasonableness, and balance. The burden of proof for credibility of the proposed prices rests with the Offeror. A determination will be made on each proposal whether it is complete, whether the proposed prices are reasonable to perform this effort, and whether the proposed prices are balanced as defined below.

(i) Completeness: An accurate reflection, within the price proposal, of all aspects of the technical proposal;

Offeror compliance with the instructions as established in Section L for VOLUME I - PRICE PROPOSAL.

If errors are found in an Offeror's Price Proposal, the Contracting Officer has the sole discretion to provide that Offeror with an opportunity to clarify certain aspects of their proposal without entering into discussions. The Government will review the pricing submission for completeness and compliance with Section L. Incomplete price submissions may not be evaluated and the proposal may be eliminated from the competition.

(ii) Price Reasonableness: Price reasonableness is the determination that the proposed prices to the Government reflect what a prudent person would pay for goods/services when consideration is given to offered prices in the market. Price reasonableness will be determined based on the results of a price analysis, using the proposal analysis techniques and procedures as defined in FAR Part 15 and DFARS Part 215 to ensure a fair and reasonable price.

(iii) Balanced Pricing: The Government will review the proposed prices for balanced pricing. This review will ensure that the price of one or more line items is not significantly over or understated as indicated by the application of price analysis techniques. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price for one or more contract line items is significantly over- or understated as indicated by the application of price analysis techniques. The Government may determine that an offer is unacceptable if the out-year prices or individual contract line items are significantly unbalanced. The Government will analyze proposals to determine whether they are unbalanced with respect to separately priced line items. Offers that are determined to be unbalanced may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

VOLUME II - TECHNICAL

For the purposes of technical evaluation, the term "Offeror" will include any proposed teaming arrangements. The Government's technical evaluation team will evaluate the technical proposals on an acceptable or unacceptable basis, assigning one of the ratings described below for each factor. Any factor evaluated as "Unacceptable" will render the entire proposal unacceptable and, therefore, may not be eligible for award. Only those proposals determined to be technically acceptable, either initially or as a result of discussions, will be considered for award.

However, the Offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

The proposals will be evaluated against the following technical factors:

SUBFACTOR 1: RECENT AND RELEVANT CORPORATE EXPERIENCE.

The proposal provides evidence of the offeror having a minimum of three (3) years of prior relevant paving services experience in Belgium within the past five (5) years from the date of the solicitation posting. "Relevant" experience is defined as performance of efforts involving requirements that are similar or greater in scope (years of services defined in the SOW requirements) and magnitude of effort (an aggregate of contracts of at least Euro 1,000,000.00) as compared to the effort described in this solicitation. The evidence shall include no more than five (5) contracts.

The purpose of the recent and relevant corporate experience evaluation is to assess the offeror's ability to fulfill the solicitation requirements while meeting schedule, budget, and performance quality constraints. The offeror's past relevant and corporate experience will be evaluated against these requirements to determine whether the proposal is acceptable or unacceptable in accordance with the Corporate Experience Evaluation Ratings shown in table below.

(a) The Government will evaluate the offeror's record of recent and relevant corporate experience to ascertain the probability of successfully performing the required efforts of the SOW.

(b) Relevant performance includes performance of efforts involving requirements that are similar or greater in scope, magnitude (of at least 1,000,000.00 Euro), and complexity than the effort described in this solicitation.

VOLUME II TECHNICAL - RECEENT AND RELEVANT CORPORATE EXPERIENCE EVALUATION RATINGS	
Rating	**Description**
Acceptable	Proposal meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not meet the minimum requirements of the solicitation.

SUBFACTOR 2: SUPPLIER PERFORMANCE RISK SYSTEM (SPRS) ASSESSMENTS. The Government will consider Risk in accordance with the provision at 252.204-7024, Notice on the Use of the Supplier Performance Risk System. The Government will consider Supplier Risk as described in the provision. The Government will NOT consider Item Risk or Price Risk as described in the provision. For purposes of this Risk assessment, the Government will only

consider information contained in the Supplier Performance Risk System (SPRS). Any questions or concerns the offeror has concerning its SPRS risk assessments should be addressed as described in paragraph (d) of the provision. The following technical rating definitions will be used in the assessment of technical capability.

Description for Supplier Performance Risk	
Rating	**Description**
Acceptable	Offeror has a Supplier Risk Score of Green, Purple, Blue, or Black.
Unacceptable	Offeror has a Supplier Risk Score of Yellow, Red, or Grey.

*** END OF NARRATIVE ***

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.236-7007	Additive or Deductive Items.	1991-12		