SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
W911SG26RA014	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	01 JUN 2026	1		82

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		TRA 071816P

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
W6QM MICC-FT BLISS BLDG 111, 111 PERSING RD FORT BLISS, TX 79916-6812 UNITED STATES SILVIA KANE, EMAIL: SILVIA.I.KANE.CIV@ARMY.MIL TELEPHONE: 9155685150	W911SG	

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	SILVIA KANE	9155685150

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: TDAC- WSMR SECURITY HARDENING/ SCIF BLDG 1401
PROJECT LOCATION: BUILDINGS 1400 AND 1401 LOCATED AT WHITE SANDS MISSILE RANGE, NM 88002

THIS IS A SMALL BUSINESS SET ASIDE. NAICS 561621 WITH A SMALL BUSINESS SIZE STANDARD OF $25 MILLION. PERFORMANCE AND PAYMENT BONDS ARE REQUIRED (SEE CLAUSE AT FAR 52.228-15 DEV) ALL BONDS MUST BE ORIGINALS; PHOTOCOPIES WILL NOT BE ACCEPTED THE AWARDEE OF THIS CONTRACT WILL BE REQUIRED TO PROVIDE A SUPERINTENDENT AT ALL TIMES WORK IS BEING PERFORMED ON THE PROJECT (SEE CLAUSE AT FAR 52.236-6). THE SUPERINTENDENT IS CONSIDERED A KEY POSITION. THIS POSITION SHALL NOT BE SUBCONTRACTED AND MUST WORK DIRECTLY FOR THE PRIME CONTRACTOR. THE ESTIMATED MAGNITUDE OF CONSTRUCTION FOR THIS PROJECT IS BETWEEN $25,000 AND $100,000.00. RESULTING CONTRACT WILL BE FIRM FIX PRICE (FFP) APPLICABLE NEW MEXICO GROSS RECEIPTS TAX RATE FOR DONA ANA COUNTY IS 6.498% AS OF THE DATE OF SOLICITATION.

11. The contractor shall begin performance within 10 calendar days and complete it within 214 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	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 11:00 AM ***(hour)*** local time 01 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 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

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

AMOUNTS ▶

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

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

AMENDMENT NUMBER										
DATE										

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

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

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

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

Section 00 00 00 - Procurement and Contracting Requirements

Instrument Name: TDAC- WSMR Security Hardening/ SCIF Bldg 1401

THIS IS A SMALL BUSINESS SET ASIDE. NAICS 561621 WITH A SMALL BUSINESS SIZE STANDARD OF $25 MILLION. PERFORMANCE AND PAYMENT BONDS ARE REQUIRED (SEE CLAUSE AT FAR 52.228-15 DEV) ALL BONDS MUST BE ORIGINALS; PHOTOCOPIES WILL NOT BE ACCEPTED THE AWARDEE OF THIS CONTRACT WILL BE REQUIRED TO PROVIDE A SUPERINTENDENT AT ALL TIMES WORK IS BEING PERFORMED ON THE PROJECT (SEE CLAUSE AT FAR 52.236-6). THE SUPERINTENDENT IS CONSIDERED A KEY POSITION. THIS POSITION SHALL NOT BE SUBCONTRACTED AND MUST WORK DIRECTLY FOR THE PRIME CONTRACTOR. THE ESTIMATED MAGNITUDE OF CONSTRUCTION FOR THIS PROJECT IS BETWEEN $25,000 AND $100,000.00. RESULTING CONTRACT WILL BE FIRM FIX PRICE (FFP) APPLICABLE NEW MEXICO GROSS RECEIPTS TAX RATE FOR DONA ANA COUNTY IS 6.498% AS OF THE DATE OF SOLICITATION.

Product Service Code : Z2AA

STATEMENT of WORK

TDAC-WSMR SECURITY HARDENING BLDG 1401

WSMR NM

April 8, 2026

Part 1

General Information

1. General: This is a non-personal service contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The United States (U.S.) Government shall not exercise supervision or control over the Contractor's employees performing the tasks herein. Such contract employees shall be accountable solely to the Contractor who, in turn shall be responsible to the U.S. Government.

1.1. Description of Services/Introduction: This is a non-personal service(s) contract. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform the work as defined in this Statement of Work (SOW). The contractor shall perform to the standards in this contract.

1.2. Background: U.S. Army Transformation and Training Command Transformation Decision Analysis Center - Formation Analysis at White Sands Missile Range, NM (TDAC-FA). TDAC-FA is a highly skilled, thinking organization that conducts relevant analysis on current and potential military operations worldwide to inform decision-makers about the most challenging issues facing the U.S. Army and Department of Defense (DoD).

1.3. Scope: Contractor shall provide non-personal Security Hardening services in accordance with this SOW.

1.4. Objective: The intent of this project is to improve versatility, security and safety in the Secure Area D100.

1.5. General Information:

1.5.1. Quality Control: Quality Control is the responsibility of the contractor. The Contractor is responsible for the delivery of the quality of the products and services delivered under the terms and conditions of this contract (see FAR 52.246-1, Contractor Inspection Requirements). The contractor shall develop and maintain an effective Quality Control Plan/Program (QCP) that is acceptable to the Government. The plan shall ensure all services and products required by this contract and are delivered in accordance with (IAW) all the requirements of this SOW. The Contractor's QCP shall implement procedures which prevent the recurrence of defective services and/or products. The QCP shall be delivered to the Government Contract Representative (COR) within fifteen (15) working days of contract award. The Government COR will have fifteen (15) working days to review and accept or return plans for revision. In the event revisions are required the Contractor shall make the appropriate revisions and return the revised QCP to the Government COR within five (5) working days of receipt of notification to revise. After acceptance of the QCP by the Contracting Officer any future proposed revisions must be submitted to the Contracting Officer for approval.

1.5.1.1 The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services.

1.5.2. Quality Assurance (QA): The government will evaluate the contractor's performance under this contract in accordance with (IAW) the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the contractor has performed IAW the performance standards and contract quality requirements. Contract quality requirements include the technical requirements in the contract relating to the quality of the product or service and those contract clauses prescribing inspection, and other quality controls incumbent on the contractor, to ensure the product or service conforms to the contractual requirements. It defines how the performance standards will be applied, the frequency of surveillance, and the acceptable quality levels (performance thresholds). This is a government only document.

1.5.3. Recognized Holidays: The following provides information on recognized holidays for the purpose of this SOW. If the scheduled due date for any documentation or deliverable (e.g., QCP, submittals, reports) falls on a Saturday, Sunday, or a U.S. federally recognized holiday, the due date shall automatically be extended to the next business day.

1.5.3.1 U.S. Holidays: Work shall not be performed on U.S. federally recognized holidays occurring during the normal workweek unless otherwise directed by the Contracting Officer. When a U.S. holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

New Year's Day January 1st M. L. King Memorial Day 3rd Monday in Jan

Presidents' Day 3rd Monday in February Memorial Day last Monday in May

Juneteenth June 19th Independence Day July 4th

Labor Day 1st Monday in September Columbus Day 2nd Monday in October

Veteran's Day November 11th Thanksgiving Day 4th Thursday in November

Christmas Day December 25th

1.5.4. Hours of Operation: The contractor is responsible for conducting business between the hours of 8:00am - 3:00pm Monday through Friday, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must, at all times, maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons.

1.5.5. Place of Performance: The work to be performed under this contract will be performed at TDAC-WSMR buildings 1400 and 1401 located at White Sands Missile Range, NM 88002.

1.5.6. Type of Contract: The Government anticipates the award of a firm-fixed-price type contract.

1.5.7. Period of Performance: Period of Performance: The total period of performance is 214 calendar days from receipt of Notice to Proceed (NTP). The 214-day Period of Performance includes government review times for all contractor-submitted deliverables (e.g., QCP, CSP acknowledgment, etc.). The contractor shall factor these review periods into their overall project schedule.

1.6 Security Requirements: All work shall be performed in strict accordance with the DoD Contract Security Classification Specification (DD Form 254) and the Government-approved Construction Security Plan (CSP). All Contractor and Subcontractor personnel are subject to the following two-tiered access and security protocol.

1.6.1 Tier 1: Installation Access Requirements (All Personnel): As a prerequisite for base access to White Sands Missile Range (WSMR), all contractor and subcontractor personnel, regardless of clearance status, must successfully pass a background check as required by the installation.

This check consists of a National Crime Information Center and Interstate Identification Index (NCIC-III) check, conducted by the installation Provost Marshal Office or Directorate of Emergency Services. The Government reserves the right to deny installation access to any individual based on the results of this check. The Contractor shall submit all required forms and information (e.g., WSMR Forms 300 and 301) to the COR no later than two (2) weeks prior to the individual's planned start date to facilitate this check.

1.6.2 Tier 2: Worksite Sensitive Compartment Information Facility (SCIF) Access Requirements: Subsequent to being granted installation access, personnel must meet one of the following two pathways to be eligible for access to the worksite and to perform duties within the SCIF, in accordance with the CSP:

Cleared Personnel: Personnel who possess a final, adjudicated SECRET security clearance are authorized for worksite access. The Contractor must submit a Visit Authorization Request (VAR) via DISS to SMO Code W4AE045 to verify this status. Uncleared U.S. Personnel: Personnel who are U.S. citizens or U.S. persons (as defined in 8 U.S.C. 1101(a)(20)) who do not possess a security clearance may be authorized for worksite access.

1.6.3 Escort and Access Procedures: Access to the worksite is strictly controlled.

At all times while work is being performed within the SCIF, all personnel authorized under pathway 1.6.2(b) (Uncleared U.S. Personnel) shall be under the direct and constant visual supervision of a Government-provided, appropriately cleared escort.

As stipulated in the CSP, personnel authorized under pathway 1.6.2(a) (Cleared Personnel) may also be required to have a government escort. Possession of a SECRET clearance does not automatically grant unescorted access.

Access is strictly contingent upon the presence of the designated Government escort when required.

1.7 Post Award Conference/Contract Periodic Progress Meetings: The Contractor shall attend the post award conference convened by the contracting activity or contract administration office IAW Federal Acquisition Regulation (FAR) Subpart 42.5. Work operations shall not commence until the completion of the post award meeting. The KO, COR, with other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the KO will apprise the contractor of how the government views the Contractor's performance and the Contractor will appraise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.7.1 The Contractor shall attend, participate in, and furnish input to scheduled and unscheduled meetings, conferences, and briefings that relate to the functions and services herein as required by the Government to provide effective communication and impart necessary information. The Contract Manager or designated representative shall attend meetings as requested by the Government. Meeting attendees shall at times include Contractor managerial, supervisory, and

other personnel knowledgeable of the subject matter. Meetings may start or end outside of regular duty hours.

1.8 Contracting Officer Representative (COR): The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: ensure the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the KO and Contractor of any deficiencies; coordinate availability of government furnished property; and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially regarding changes in cost or price, estimates, or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.9 Special Qualifications or Certifications: All work provided shall conform to the most current version of Unified Facilities Criteria, UFC 1-200-01 DoD Building Code, and the later of either the Technical Specifications for Construction and Management of Sensitive Compartmented Information Facilities (IC Tech Spec) Version 1.5.1, or the most current version available at the time of contract award. The contractor shall immediately notify the Contracting Officer of any questions, unforeseen site conditions or conditions that may require further clarification or potential changes in scope.

1.9.1 To be considered technically acceptable for award, the contractor's proposal package must include proof that the company is Hirsch Identive Certified. Furthermore, the package must contain individual training certificates for all proposed installers, verifying they are certified in the installation and programming of Velocity software. Failure to provide these certifications will result in the proposal being deemed technically unacceptable.

1.9.2 Provide Hirsch Identive Professional Services (technical support) to assist with programming and implementation of the Velocity software coordinating with the System Administrator.

1.9.3 The Contractor is expected to be familiar with the existing conditions and the work to be performed. The Contractor shall verify all areas requiring work as stated in the Overview portion of this SOW prior to the commencement of work.

1.9.4 The Contractor shall be required to review and formally acknowledge, in writing, the receipt and understanding of the final, Government-approved Construction Security Plan (CSP) prior to the commencement of any on-site work. This acknowledgment will be a required deliverable to the COR.

1.10 Identification of Contractor Employees: All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties must identify themselves, to include proper marking of signature blocks in correspondence, to avoid creating an impression in the minds of members of the public that they

are Government officials. The Contractor shall ensure that all documents or reports, produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. Contractor personnel identification shall be easily identifiable through the display of badges, name tags, lanyards, etc.

1.10.1 Contractor Identification Badges: Contractor personnel shall be easily identifiable through the display of badges IAW Contractor Identification (AE Reg. 27-715). The Government will provide each of the Contractor's personnel with a Government facility ID badge and/or CAC. The Contractor shall be responsible for coordinating badge and card requirements through the COR prior to commencement of performance. ID Badges shall be worn at all times during which the employee is performing work under this contract. Each Contractor (to include subcontractors) employees shall wear the ID Badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit. The Contractor (to include subcontractors) shall be responsible for collection of ID Badges upon completion of the contract or termination of employee. All contract personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. If applicable, Government issued access badges will not be worn outside designated facility where visible to the general public. Contractor personnel shall return all U.S. Government issued ID to appropriate U.S. Government authorities within 5 days of the end of their contractual duties.

1.11 Contractor Travel: Not Applicable.

1.12 Other Direct Costs (ODCs): Not Applicable.

1.13 Organizational Conflict of Interest (OCI): There are no OCIs anticipated for this procurement. This effort requires preventive maintenance services. As noted in FAR 9.502, OCIs are more likely to occur in contracts involving management support services or other professional services. This contract will not require performance of or assistance in technical evaluations or the development of technical specifications or work statements. As such, it is considered highly unlikely that any OCIs will arise under this contract. However, OCIs are not limited to any particular kind of acquisition and if an OCI is identified the contractor will be required to have an approved OCI Mitigation Plan.

1.14. Safety: Minimize disruptions to personnel to the maximum extent practicable. Using measures or procedures to avoid or control their exposure to hazards. The following provides information pertaining to Safety and Accident Prevention:

1.14.1 Safety Laws and Regulations: The Contractor shall comply with FAR 52.236-13, Accident Prevention (November 1991), the references contained therein (e.g. U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1)), and applicable Host Nation Safety Laws and Regulations.

1.15 Required Training: The following provides information on training requirements:

1.15.1. Environmental Management System (EMS): Contractors working on behalf of the Government shall adhere to the current Environmental Policy and EMS requirements while performing services in Government facilities. The Contractor representative shall identify personnel whose roles, responsibilities and activities may impact the environment and shall demonstrate that these personnel receive EMS awareness training within 30 calendar days of receiving notice to proceed. The list of personnel who receive awareness training shall be provided to the COR and the EMS Manager. The site-specific training covering the handling and storage of hazardous material in the facility is conducted by the site Environmental Manager.

1.16. Security:

1.16.1. Regulations: The Contractor shall adhere to current applicable regulations, directives, installation, and local policies. In addition, the Contractor shall comply with the most current version of DoDM 5220.22, National Industrial Security Program Operating Manual (NISPOM) Volumes 1-3 and DoDI 5220.22 National Industrial Security Program (NISP).

1.16.1.1 Removal of Contractor Personnel from Government Facilities: The KO can require the Contractor to remove any employee(s) from Government buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on Government controlled property. The Contractor shall immediately comply with any removal request. The KO will make all determinations regarding the removal of any employee(s) from worksite(s). In the event of a dispute, the KO will make the final determination. Specific reasons for removal of an employee(s) will be provided to the Contractor in writing. Removal from post of a Contractor employee IAW the above shall not relieve the Contractor from the requirements to meet all of the terms and conditions of the contract; nor shall such removal be grounds for the Contractor to file a claim. For clarification, a determination to remove an employee will be made for, but not limited to, the following reasons:

1.16.1.1.1. Failure to obtain and maintain the required security clearance as defined in Section 1.6.2, or failure to meet installation access requirements.

1.16.1.1.2. Falsification or unlawful concealment, removal, mutilation, or destruction of any official Documents or records, or concealment of material facts by willful omissions from official document or records.

1.16.1.1.3. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting. Employee participation in disruptive activities that interfere with the normal efficient operations of the Government.

1.16.1.1.4. Theft, vandalism, immoral conduct, or any other criminal actions.

1.16.1.1.5. Substance abuse, selling, consuming, or being under the influence of intoxicants, drugs, or substances, which produce similar effects.

1.16.1.1.6. The improper use of Government ID.

1.16.1.1.7. Violation of security procedures or regulations such as but not limited to violating any of the Acceptable Use Policies or circumventing security procedures.

1.16.1.1.8. Violation of Standards of Conduct. The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The Contractor shall not:

1.16.1.1.8.1. Discuss with unauthorized persons any information obtained in the performance of work under this contract.

1.16.1.1.8.2. Conduct business other than that which is covered by this contract during periods paid by the Government.

1.16.1.1.8.3. Conduct business not directly related to this contract on Government premises.

1.16.1.1.8.4. Use computer systems and/or other Government facilities for company or personal business; or

1.16.1.1.8.5. Recruit personnel on Government premises or otherwise act to disrupt official Government business.

1.16.1.1.9. Installation Access Removal. Military police and other law enforcement personnel on post have the right to deny entry to post or remove from post any Contractor employee for misconduct which endangers the health or safety of people or property or for reasons of security. In addition, the Post Commander may bar any individual from entering the post under the authority of 18 U.S.C. 1382.

1.16.1.1.10. Security documentation. Contractor employees performing work on the contract work shall fill out such forms as may be necessary for security or other reasons. Upon request of the KO, Contractor employees shall be fingerprinted.

PART 2

DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. Definitions:

2.1.1. Contracting officer (KO). A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

2.1.2. Contracting Officer's Representative (COR). An individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

2.1.3. Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime

2.1.4. Defective Service. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. Deliverable. Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

2.1.6. Key Personnel. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the people that are listed in the proposal.

2.1.7. Performance Work Statement (PWS). A statement of work for performance-based acquisitions that describes the required results in clear, specific, and objective terms with measurable outcomes.

2.1.8. Physical Security. Protection of the perimeter area, government property, and assets that prevent the loss or damage of Government property.

2.1.9. Quality Assurance. The various functions, including inspection, performed by the government to determine whether a Contractor has fulfilled the contract obligations pertaining to quality and quantity.

2.1.10. Quality Assurance Surveillance Plan (QASP). A plan describing how the agency will survey, observe, test, sample, evaluate and document the Contractor's performance in meeting critical performance standards identified in the contract.

2.1.11. Quality Control (QC). Tasks performed by the Contractor to improve the quality of the organization's output.

2.1.12. Shall. An imperative command: has a duty to or is required to. Denotes that a regulation must be followed unless the contracting officer has obtained a deviation.

2.1.13. Subcontractor. Any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

2.1.14. Workday. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.15. Work Week. Monday through Friday, unless specified otherwise.

2.2 Acronyms: Although not inclusive of every term used within this PWS, or that may be included in an acquisition, the following provides a list of acronyms commonly used in the acquisition field.

ACOR Alternate Contracting Officer's Representative

AFARS Army Federal Acquisition Regulation Supplement

AHA Activity Hazard Analysis

AOR Area of Responsibility

AR Army Regulation

AT Anti-terrorism

ATCTS Army Training Certification Tracking System

CAC Common Access Card

CCE Contracting Center of Excellence

CFR Code of Federal Regulations

CONUS Continental United States (excludes Alaska and Hawaii)

COR Contracting Officer's Representative

COTS Commercial-Off-the-Shelf

CSP Construction Security Plan

DA Department of the Army

DD250 Department of Defense Form 250 (Receiving Report)

DD254 Department of Defense Contract Security Requirement List

DFARS Defense Federal Acquisition Regulation Supplement

DMDC Defense Manpower Data Center

DoD Department of Defense

FAR Federal Acquisition Regulation

GFP Government Furnished Property

HLO High Level Objective

HIPAA Health Insurance Portability and Accountability Act of 1996

IA Information Awareness

IAC Installation Access Control

IACO Installation Access Control Office

ID Identification

IGCE Independent Government Cost Estimate

IT Information Technology

JTR Joint Travel Regulation

JPAS Joint Personnel Adjudication System

KO Contracting Officer

OCI Organizational Conflict of Interest

OCONUS Outside Continental United States (includes Alaska and Hawaii)

ODC Other Direct Costs

OPSEC Operations Security

PA Property Administrator

PII Personally Identifiable Information

PIPO Phase In/Phase Out

POC Point of Contact

PRS Performance Requirements Summary

QA Quality Assurance

QAP Quality Assurance Program

QASP Quality Assurance Surveillance Plan

QC Quality Control

QCP Quality Control Program

RA Requiring Activity

SSM Site Security Manager

SSO Special Security Officer

SOW Statement of Work

T2COM U.S. Army Transformation and Training Command

TA Trusted Agent

TASS Trusted Associate Sponsorship System

TE Technical Exhibit

TO Task Order

TRO Technical Report Office

TDAC-FA Transformation Decision Analysis Center - Formation Analysis

UPS Uninterruptible Power Systems

USAG United States Army Garrison

UOM Unit of Measure

U.S.C. United States Code

PART 3

Government Furnished Equipment (GFE), Government Furnished Property (GFP), and Government Furnished Services (GFS)

This section is not applicable.

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Part 3 of this PWS.

4.2 Deliveries: All building materials required to complete these projects will be delivered directly from the manufacture/supplier to TDAC-FA, 1400 Martin Luther King Jr. Blvd, White Sands Missile Range, NM 88002.

PART 5

SPECIFIC TASKS

The Contractor shall complete the following Items of work:

5.1. TASK 1: Vault Egress Door Replacement

a. Replace the existing vault egress door with a new door assembly that is fully compliant with Intelligence Community Directive (ICD) 705. The assembly shall meet or exceed the following specifications:

b. Door and Frame Construction: The door shall be a 1 3/4-inch thick, 16-gauge steel slab with a fully gasketed frame. The assembly must provide a Sound Transmission Class (STC) rating of 50 or greater, meeting Sound Group 4 acoustic requirements. Additionally, the entire door assembly (door, frame, and hardware) shall possess a minimum 90-minute fire-resistance rating and be labeled in accordance with NFPA 80.

c. Locking Device: The door shall be equipped with a GSA-approved FF-L-2890C, Type X panic hardware rim device with an integral deadbolt, configured for single-motion egress.

d. Closer: An automatic, non-hold door-closer shall be installed on the interior (SCIF side) of the door.

e. Hinges and Mounting: The door frame shall be reinforced at each hinge location with a steel plate equivalent to 7-gauge steel, having a minimum surface area of 12 square inches. Hinges shall be heavy-duty, full mortise, ball-bearing type, and appropriately sized for the door's weight and duty cycle, typically being 4.5-inch or larger for standard SCIF doors. Hinges shall be securely mounted with tamper-resistant fasteners. For any door where hinge pins are accessible from the non-secure side, the hinges must be modified to prevent pin removal (e.g., using non-removable pins (NRP), set screws, or tack welds).

f. Installation: The new door frame shall be welded to the existing main vault door frame with a full penetration bond, ensuring the final installation is plumb and level. All welding must be performed in a manner that does not compromise the structural integrity, security, or fire rating of the existing GSA-certified vault door. To ensure this, the Contractor shall submit their proposed welding procedure to the COR for review and written approval prior to commencing any work on the vault frame.

g. Verification: Final installation shall be inspected and approved by the COR and Site Security Manager (SSM) prior to close-out to verify compliance with all technical and security specifications.

h. Acoustic Verification: Upon completion of installation, the Contractor shall be responsible for conducting an on-site acoustic test to verify the door assembly achieves the required STC 50 rating. The test must be witnessed and approved by the Special Security Officer (SSO) or Site Security Manager (SSM). The Contractor shall provide a certified test report to the COR and SSO. A passing test report and final approval from the SSO/SSM shall be a condition of final acceptance for this task.

5.2. TASK 2: Install Intrusion Detection System (IDS) Sensors

a. Scope of Installation: In SCIF D100, provide and install a total of five (5) above-ceiling motion sensors and four (4) below-floor motion sensors. The above-ceiling sensors shall be installed distributed among rooms 101, 103, and 104. The below-floor sensors shall be installed distributed among rooms 102, 103, and 105. The Contractor shall note that this distribution will require the installation of more than one sensor in some rooms; the final placement and count per room shall be confirmed with the COR during the site visit. Additionally, install one (1) Balanced Magnetic Switch (BMS) sensor in room C217. All new sensors shall be merged with the existing IDS in D100. Note: 360-degree motion sensors are Government furnished. The Contractor shall provide any required directional motion sensors.

b. Component and Installation Standards: All new IDS components (sensors, wiring, panels) provided by the Contractor shall be UL 2050 certified for use in Sensitive Compartmented Information Facilities. Installation shall be performed only by technicians who are certified by the equipment manufacturer.

c. System Integration and Acceptance Testing: All new IDS components shall be fully integrated into the existing SCIF alarm system to report to the designated 24/7 monitoring station, in accordance with ICD 705 requirements. Final acceptance is contingent upon a successful, comprehensive system test witnessed and approved by the COR and Site Security Manager (SSM). At a minimum, this test must verify:

1. Activation of every individual alarm point.

2. Proper signal transmission and receipt through all communication pathways to the monitoring station.

3. Correct system response as programmed.

5.3. TASK 3: Install Room Access System (Velocity)

a. Provide and install Identiv MX-8 panel inside room 104.

b. Provide and install four (4) badge readers with uTrust TS Keypads on the doors to rooms 101 (two doors), 102 (one door), and 103 (one door).

c. Provide and install four (4) magnetic locks on doors integrating with velocity system, on the doors to rooms 101 (two doors), 102 (one door), and 103 (one door).

d. Provide and install maglock release button for each door with maglock

e. Install Velocity computer and setup system to manage access control with license.

f. Provide Hirsch Identiv Professional Services (technical support) to assist with programming and implementation of the Velocity software coordinating with the System Administrator and the Security Manager.

g. Provide final testing and inspection of the above-mentioned systems.

h. Deliverables: The contractor shall provide one (1) year warranty documentation on all parts and labor. The contractor shall also provide all system administrator and user manuals and deliver a two-hour block of familiarization training to government personnel designated by the COR.

5.4. TASK 4: Install Red Warning Light

a. Provide and install a steady LED red single light on the east wall of room A, operated by a light switch on the west wall.

5.5. TASK 5: Install Awning Above Exterior Door

a. Attach 48" wide x 42" depth awning over the exterior door on the south wall and ensure all gaps between awning and building are sealed with all-weather resistant sealer.

PART 6

SECURITY

6.1 Security Requirements

6.1.1 Construction Security Plan (CSP): All work shall be performed in accordance with a Government-approved CSP developed by the Site Security Manager (SSM) in coordination with the Accrediting Official (AO). The CSP will be provided to the contractor at the post award meeting. The Contractor shall comply with all security measures and protocols outlined in the CSP.

6.1.1.1 Visual Control and Obscurement: The Contractor shall be responsible for providing and erecting temporary, opaque visual barriers to block all lines of sight to the work area from any unauthorized personnel. These screens or barriers must be in place during all work activities. The specific type and placement of these visual barriers will be defined in the Government-approved Construction Security Plan (CSP) and must be approved by the COR or SSM prior to the start of any construction.

6.2 Building Access: Contain activities to affected spaces within the house. Contractor personnel shall not access portions of the building, not directly involved or necessary to the work at hand.

6.3 Disruptions: Minimize disruptions to Personnel to the maximum extent practicable. This includes no loud radio playing, courteous language and professional demeanor, and appropriately ventilating space for noxious odors.

6.4 Daily Cleanup: Contractor personnel shall clean the area and remove dirt and debris from the worksite, at a minimum, at the end of each work period. The Contractor shall provide waste removal for all construction debris.

6.5 Parking: The Contractor is authorized to park up to two (2) company owned or marked work vehicles in the general use parking lot adjacent to Building 1401. All Contractor Privately Owned Vehicles (POVs) must be parked in the general parking area located outside the fenced perimeter, to the east of Building 1400.

6.6 Deliveries: Deliveries of non-building materials such as waste bins, heavy machinery and similar items delivered to the worksite must be received by contractor personnel.

6.7 Storage and Staging of Materials and Equipment: The Contractor shall store building materials within a designated portion of the large bay in Building 1401 and must coordinate use of this shared space with the COR. Heavy machinery, equipment, and other outdoor items shall be staged within the fenced perimeter at a specific location to be designated by the COR prior to delivery. The Contractor is solely responsible for securing all of their materials, tools, and equipment at all times.

*** END OF NARRATIVE ***

Section 00 01 15 - List of Drawing Sheets

TDAC-WSMR Drawings

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	TDAC-WSMR Drawings	Drawings		12 May 2026		1	Attachment	No

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

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	TDAC- WSMR Security Hardening/ SCIF Bldg 1401 Product Service Code: Z2AA North American Industry Classification System (NAICS): 561621 Pricing Arrangement: Firm Fixed Price	1	Job		

Section 00 21 00 - Instructions

Instructions to Offeror

1. POINT OF CONTACT (POC):

Silvia Kane, Contract Specialist

Tel: (520)944-1982

Email: silvia.i.kane.civ@army.mil

2. COMPETITION REQUIREMENTS: This procurement is a Small Business set-aside acquisition.

3. SITE VISIT: The Government has scheduled a one-day site visit at BLDG 1401 White Sands Missile Range, NM at **09:30 a.m. MST on 10 June 2026.**

a. We will meet at the:

The parking lot of Bldg. 1400

White Sands Missile Range, NM

Work is located at Building 1401. Building 1400 will provide access to building 1401.

b. Contractors who wish to attend the site visit shall provide the name(s), company name, position title, telephone number, email address and mailing address of all attendees via email to silvia.i.kane.civ@army.mil no later than **4:00 p.m. MST on 8 June 2026.**

c. The site visit is limited to a maximum of two (2) attendees per company. Contractor representatives should be prepared to furnish identification if requested.

d. Individual or group questions will not be answered during the site visit. Potential offerors may submit written questions in accordance with number 4 (below) of these instructions to offerors section.

Note: Remarks and explanations made by the Government representatives during the course of the site visit, whether orally or in writing, shall not change or qualify any of the terms or conditions of this solicitation. The solicitation can only be changed by a formal, written amendment issued by the Contracting Officer (KO).

4. REQUEST FOR INFORMATION (RFI): All offeror inquiries or questions shall be submitted in writing electronically at silvia.i.kane.civ@army.mil no later than **17 June 2026 by 4:00 p.m. MST**. An amendment will then be issued with all questions and answers. **After the due date no additional RFI's will be answered**

5. PROPOSAL DUE DATE: Proposals are due no later than **11:00 a.m. MST on 1 July 2026.**

Proposals shall be emailed to silvia.i.kane.civ@army.mil. Proposals SHALL include the following in order to be considered (failure to include all line items shall be subject for rejection of the offer):

a. Cover sheet on company letterhead with your DUNS number, CAGE code, Tax ID, and primary point of contact information;

b. Signed and completed Standard Form 1442 along with any amendments;

c. Letter from bonding company indicating offeror's ability to obtain payment bonds in the amount of their offer;

d. Project Schedule per Evaluation Factors; and

e. Past Performance per Evaluation Factors.

Please note that all correspondence via e-mail shall contain a subject line that reads, "TDAC-WSMR Security Hardening/SCIF Bldg 1401, Company Name". If sending attachments via e-mail, ensure only .pdf, .doc or .xls documents are sent. In the body of the email please ensure to list the number of attachments submitted. It is the Contractor's responsibility to verify all emails along with all attachments are received by the Contract Specialist listed above.

6. BONDNG REQUIREMENTS:

a. Payment Bonds:

(1) The penal amount of the bonds shall be 100 percent of the awarded price.

(2) The Government may require additional bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Government may secure additional protection by directing the contractor to increase the penal amount of the existing bond or obtain an additional bond.

b. Offer Guarantee:

(1) An Offer Guarantee is required.

7. SYSTEM FOR AWARD MANAGEMENT (SAM): Offeror must be registered in the database IAW

FAR 52.204-7 in order to be awarded a contract and have the applicable NAICS code listed in FAR

52.219-1(c), Small Business Program Representations (Alternate I), Representations.

EVALUATION FACTORS

EVALUATION FACTORS FOR AWARD

The Government will award a contract resulting from this solicitation using the evaluation method "Lowest Price Technically Acceptable." This method is appropriate when best value is expected to result from selection of the technically acceptable offer with the lowest evaluated reasonable price. Offers will be evaluated for acceptability but not ranked using the non-price factors. Evaluation factors and significant sub factors that establish the requirements of acceptability are set forth below. Award will be made on the basis of the lowest evaluated reasonable price of proposals meeting the acceptability standards for non-price factors (RFO FAR 15.103-2). The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in RFO FAR 15.202(a)(2)). Therefore, the offeror's initial proposal should contain the offeror's best terms from price, technical and past performance. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. The Government reserves the right to waive informalities and minor irregularities in offers received. If a minor clerical error has occurred, then the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process.

This solicitation is for a firm, fixed price construction contract. Award shall be made to the technically acceptable offer that provides the lowest reasonable price. The Government intends to award a contract to one offeror deemed responsible in accordance with Federal Acquisition Regulation (FAR 9.1).

Offerors are required to submit technical proposals addressing the Evaluation Factors and Sub-Factors identified. The procurement is being conducted utilizing the Lowest Price Technically Acceptable (LPTA) source selection process in accordance with RFO FAR 15.103-2. Proposal will be evaluated for acceptability, but not ranked, using the non-price evaluation factors. Award will be made on the basis of the lowest evaluated reasonable price of proposals meeting the acceptability standards for non-price factors. There shall be no trade-offs. Offers evaluated as not Technically Acceptable will not be eligible for award, regardless of price.

The proposal must set forth full, accurate and complete information as required by the solicitation. The Government will rely on such information for the award of the contract. By submission of the offer, the Offeror agrees that all items proposed will be utilized for the duration of the contract and any substitutions will require prior Contracting Officer's approval. The offeror shall be held responsible for the validity of all information supplied in the proposal, including the information

provided by potential subcontractors. Should subsequent investigation disclose that the facts and conditions were not as stated, the proposal may be rejected.

To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The response shall consist of two (2) separate parts; Part I -Technical Proposal - Part II - Price Proposal.

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 subfactor. Any subfactor evaluated as "Unacceptable" will render the entire proposal unacceptable and, therefore, un-awardable.

Only those proposals determined to be technically acceptable, at time of award, 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.

Rating	**Description**	
Acceptable	Proposal clearly meets the minimum requirements for the solicitation	
Unacceptable	Proposal does not clearly meets the minimum requirements for the solicitation	

This solicitation requires the evaluation of price and the following non-price factors:

Factor 1: Technical - Evaluation of this factor will be based on the offeror's submission of a project schedule that demonstrates the offeror's understanding of the work requirement including estimated timeframes for ordering supplies and completing construction.

Sub-factor:

a. Experience - Previous experience will be evaluated as "Acceptable or Non-Acceptable". To be acceptable, offerors must provide information demonstrating they have successfully performed as prime contractor within the last three (3) years* on at least one (1) construction project of equal or greater size and complexity and magnitude within the same or similar scope of work as identified in this solicitation. **Past performance information shall be obtained by the Contract Specialist from any other sources available to the Government to include, but not limited to, PPIRS or other databases.**

Rating	Description	
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (see note below)	
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.	

TABLE 1 - TECHNICAL RATINGS

*The three (3) years shall be calculated from the solicitation issue date.

**Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see RFO FAR 15.202 (c)(1)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable." Aspects of Past Performance Evaluation: The past performance evaluation results are an assessment of the offeror's probability of meeting the minimum past

performance solicitation requirements. This assessment is based on the offeror's record of relevant and recent past performance information that pertains to the requirements outlined in the solicitation.

Factor 2: Price - Prices will be evaluated for reasonableness through a comprehensive comparison of each proposal received. Reasonableness will be determined based on prices submitted by the competition, current market conditions, and comparison to the Government estimate. Prices will also be evaluated to determine if they are either excessive or insufficient for the effort to be accomplished, and for any unbalanced areas within the offeror's pricing proposal. A price that is too low or too high may endanger the proposal's opportunity for award of a contract. Each proposal shall be evaluated to ensure that all information provided in the RFP has been addressed, is accurate and complete.

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.214-34	Submission of Offers in the English Language.	1991-04		
52.214-35	Submission of Offers in U.S. Currency.	1991-04		
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038)	2026-02		
52.225-10	Notice of Buy American Requirement-Construction Materials.	2014-05		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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 contract resulting from this solicitation.

(End of provision)

52.228-1	Bid Guarantee.	1996-09		

Bid Guarantee (Sept 1996)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.,* bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal

money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

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

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

(c) The amount of the bid guarantee shall be _20___ percent of the bid price or $3,000,000.00, whichever is less.

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

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

(End of clause)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

https://www.acquisition.gov/ https://www.acq.osd.mil/dpap/dars/class_deviations.html

(End of provision)

52.252-3	Alterations in Solicitation.	1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

__None__

(End of clause)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation (DFARS) (48 CFR Chapter_2_) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section 00 45 00 - Representations and Certifications

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		

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		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-2	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)

52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038)	2026-02

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2026) (Deviation 2026-O0038)

(a) The Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is

not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

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

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

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

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

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at *https://www.sam.gov* for entities that are excluded when providing any

equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

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

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

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

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

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

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

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

(End of provision)

Section 00 70 00 - Conditions of the Contract

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.222-7	Withholding of Funds. (Deviation 2026-O0038)	2026-02		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	2026-02		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.215-7996	Notification to Offerors-Postaward Debriefings. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.227-4	Patent Indemnity-Construction Contracts. (Alternate I)	2007-12	Alternate I	2007-12

Alternate I (Dec 2007). As prescribed in 27.201-2 (d)(2), designate the first paragraph of the basic clause as paragraph (a) and add the following paragraph (b) to the basic clause:

(b) This patent indemnification shall not apply to the following items: _____

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7998	Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)	2026-02	Alternate A Deviation 2026-O0043	2026-02 2026-02

Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

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

(2) If the provision at FAR 52.204-7, System for Award Management - Registration, 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 (g) 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 (g) applies.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

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

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

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

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

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

(g) 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 52.204-7 and paragraph (f) 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 4.203-1); 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 No.	Title	Date	Change
___	___	___	___
___	___	___	___
___	___	___	___

____	____	____	____
____	____	____	____

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

(End of provision)

Section 00 72 00 - General Conditions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-10	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		
52.209-10	Prohibition on Contracting With	2026-02		

	Inverted Domestic Corporations. (Deviation 2026-O0038)	
52.211-13	Time Extensions.	2000-09
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.222-6	Construction Wage Rate Requirements. (Deviation 2026-O0038)	2026-02
52.222-8	Payrolls and Basic Records. (Deviation 2026-O0038)	2026-02
52.222-9	Apprentices and Trainees. (Deviation 2026-O0038)	2026-02
52.222-10	Compliance with Copeland Act Requirements. (Deviation 2026-O0038)	2026-02
52.222-11	Subcontracts (Labor Standards). (Deviation 2026-O0038)	2026-02
52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	2014-05
52.222-14	Disputes Concerning Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-15	Certification of Eligibility.	2014-05
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-	2026-02

	O0038)	
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0038)	2026-04
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.226-7	Drug-Free Workplace.	2024-05
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.227-1	Authorization and Consent.	2020-06
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	2020-06
52.227-4	Patent Indemnity-Construction	2007-12

	Contracts.	
52.228-2	Additional Bond Security.	1997-10
52.228-11	Individual Surety-Pledge of Assets.	2021-02
52.228-14	Irrevocable Letter of Credit.	2014-11
52.228-15	Performance and Payment Bonds-Construction.	2020-06
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee).	2021-02
52.232-8	Discounts for Prompt Payment.	2002-02
52.232-23	Assignment of Claims.	2014-05
52.232-27	Prompt Payment for Construction Contracts.	2017-01
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of	2026-02

	Contract Claim. (Deviation 2026-O0038)			
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02		
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02		
52.242-14	Suspension of Work.	1984-04		
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)	2026-04		
52.246-12	Inspection of Construction.	1996-08		
52.246-13	Inspection-Dismantling, Demolition, or Removal of Improvements.	1996-08		
52.246-21	Warranty of Construction.	1994-03		
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	1984-04		
52.249-2	Termination for Convenience of the Government (Fixed-Price). (Alternate I)	2012-04	Alternate I	1996-09

DFARS Clauses Incorporated by Reference

Number	Title	Effective	Alternate	Variation

		Date	Deviation	Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.223-7006	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	2023-01		

	Regime.	
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7004	DoD Progress Payment Rates.	2014-10
252.232-7010	Levies on Contract Payments.	2006-12
252.236-7000	Modification Proposals--Price Breakdown.	1991-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	2023-11
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	2010-10
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-28	Postaward Small Business Program Rerepresentation.	2026-02		

(Deviation 2026-O0038)

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

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

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.222-42	Statement of Equivalent Rates for Federal Hires.	2014-05

Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of clause)

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

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

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

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

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

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

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

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

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are

delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means-

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

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

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

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

Domestic construction material means-

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

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

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

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

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

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

of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

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

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

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

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

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

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

(b) Domestic preference.

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

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

___none_____

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

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

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

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

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

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

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

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

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

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

(End of clause)

52.228-13 Alternative Payment Protections. 2000-07

Alternative Payment Protections (July 2000)

(a) The Contractor shall submit one of the following payment protections:

_A payment *bond*_____

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within __10__ days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(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)

52.232-32 Performance-Based Payments. 2012-04

Performance-Based Payments (Apr 2012)

(a) *Amount of payments and limitations on payments*. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment*. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the ____[Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (a) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments*. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's-

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.,* noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.,* the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or

performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss*. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls*. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access*. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default*. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment*. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification*. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

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

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on ____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on ____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated ____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in 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.acquistion.gov

(End of clause)

52.252-4	Alterations in Contract.	1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

__None__

(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 (DFARS) (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
252.236-7001	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.
_TDAC-WSMR Drawings___	____	____
____	____	____
____	____	____
____	____	____
____	____	____

(End of clause)

Section 00 73 00 - Supplementary Conditions

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Acceptance will be in accordance with the SOW. DoDAAC: W80A0C CountryCode: USA W4AE TRAC WSMR MARTIN LUTHER KING BLVD BLDG 1401, WHITE SANDS MISSILE R NM 88002-5502 WHITE SANDS MISSILE R, NM 88002-5502 UNITED STATES

Overall Contract Delivery Period

0001	**Delivery Schedule** 1 JobAs Required 214 Calendar Days **Quantity** 1 Job **Address and POC** Service Performance Site DoDAAC: W80A0C CountryCode: USA W4AE TRAC WSMR MARTIN LUTHER KING BLVD BLDG 1401, WHITE SANDS MISSILE R NM 88002-5502 WHITE SANDS MISSILE R, NM 88002-5502 UNITED STATES

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	1989-08		

DFARS Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Full Text

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

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.

(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.

Construction Invoice

(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.

(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	_HQ0490___
Issue By DoDAAC	_W911SG__
Admin DoDAAC	_W911SG___
Inspect By DoDAAC	_W80A0C___
Ship To Code	_W80A0C___
Ship From Code	____

Mark For Code	____
Service Approver (DoDAAC)	__W80A0C__
Service Acceptor (DoDAAC)	__W80A0C__
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

(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.

ACCEPTOR: TBA

CONTRACT ADMINISTRATOR: Silvia Kane silvia.i.kane.civ@army.mil

CONTRACT OFFICER: Shawn Munro shawn.t.munro.mil@army.mil

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

(End of clause)

Section 01 00 00 - General Requirements

"General Decision Number: NM20260045 01/02/2026

Superseded General Decision Number: NM20250045

State: New Mexico

Construction Type: Building

BUILDING CONSTRUCTION PROJECTS (does not include single family

homes or apartments up to and including 4 stories).

County: Dona Ana County in New Mexico.

BUILDING CONSTRUCTION PROJECTS (does not include single family

homes or apartments up to and including 4 stories).

Modification Number Publication Date

0 01/02/2026

ASBE0076-008 01/01/2024

Rates Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR.....$ 36.66 11.83

CARP1245-006 06/01/2018

Rates Fringes

Carpenter

Excludes Drywall Hanging....$ 24.08 10.79

PLUM0412-015 01/02/2025

Rates Fringes

PIPEFITTER.....$ 43.07 16.60

PLUM0412-018 01/02/2025

Rates Fringes

PLUMBER.....$ 43.07 16.60

SHEE0049-005 01/01/2024

Rates Fringes

Sheet Metal Worker (Includes

HVAC Duct Installation).....$ 37.50 18.51

SUNM2016-002 09/26/2018

Rates Fringes

CARPENTER (Drywall Hanging

Only).....$ 19.64 6.20

CEMENT MASON/CONCRETE FINISHER...$ 18.93 5.85

ELECTRICIAN.....$ 29.26 8.98

IRONWORKER, STRUCTURAL.....$ 28.00 8.21

LABORER: Common or General.....$ 16.49 4.54

LABORER: Mason Tender -

Cement/Concrete.....$ 17.60 0.00

OPERATOR:

Backhoe/Excavator/Trackhoe.....$ 25.73 4.51

PAINTER (Brush and Roller).....$ 16.60 3.88

PAINTER: Spray.....$ 16.51 2.14

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO

is available at

https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the

type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the

year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.

The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can

be:

a) a survey underlying a wage determination

b) an existing published wage determination

c) an initial WHD letter setting forth a position on

a wage determination matter

d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests

for summaries of surveys, should be directed to the WHD Branch

of Wage Surveys. Requests can be submitted via email to

davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

Regarding any other wage determination matter such as

conformance decisions, requests for initial decisions should be

directed to the WHD Branch of Construction Wage Determinations.

Requests can be submitted via email to BCWD-Office@dol.gov or

by mail to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210.

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END OF GENERAL DECISION

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*** END OF NARRATIVE ***

Requirements

TDAC-WSMR Hardening/SCIF