# SOLICITATION, OFFER, AND AWARD

*(Construction, Alteration, or Repair)*

| 1. SOLICITATION NUMBER | 2. TYPE OF SOLICITATION | 3. DATE ISSUED | PAGE | OF | PAGES |
|---|---|---|---|---|---|
| W15QKN26QA168 | ☐ SEALED BID (IFB) INVITATION FOR BID<br>☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL | 11 AUG 2026 | 1 | | 57 |

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

| 4. CONTRACT NUMBER | 5. REQUISITION/PURCHASE REQUEST NUMBER | 6. PROJECT NUMBER |
|---|---|---|
| | | CSS 99147 |

7. ISSUED BY CODE W15QKN

W6QK ACC-PICA
KO CONTRACTING OFFICE, BUILDING 10 PHIPPS RD
PICATINNY ARSENAL, NJ 07806-5000
UNITED STATES
TIMOTHY MCCLEARY, EMAIL: TIMOTHY.J.MCCLEARY.CIV@ARMY.MIL
TELEPHONE: 6095624299

8. ADDRESS OFFER TO

| 9. FOR INFORMATION CALL: | a. NAME | b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)* |
|---|---|---|
| | TIMOTHY MCCLEARY | 6095624299 |

## 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: MINI SPLITS
PROJECT LOCATION: SCRANTON, PA (PA162)

THIS SOLICITATION IS SET ASIDE FOR SMALL BUSINESS.

1. THE U.S. ARMY CONTRACTING COMMAND - ROCK ISLAND AT FORT DIX HAS A NEW CONSTRUCTION REQUIREMENT IN SUPPORT OF THE U.S. ARMY 99TH READINESS DIVISION. THIS PROJECTED IS LOCATED WITH THE 99TH READINESS DIVISION B REGION: CSS 99147 - INSTALL MINI SPLIT LOCATED AT THE SCRANTON AFRC 3401 OLYPHANT AVE SCRANTON, PA 18509.

2. THE NORTH AMERICAN INDUSTRY CLASSIFICATION (NAICS) CODE FOR THIS PROJECT IS 236220 -COMMERCIAL AND INSTITUTIONAL CONSTRUCTION, WITH A SIZE STANDARD OF $45,000,000.00.

3. PERIOD OF PERFORMANCE: ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW).

11. The contractor shall begin performance within 10 calendar days and complete it within 180 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 _____ copies to perform the work required are due at the place specified in Item 8 by 11:00 AM ***(hour)*** local time 28 AUG 2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

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

## OFFER *(Must be fully completed by offeror)*

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

CODE FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

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

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

AMOUNTS ▶

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

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

| AMENDMENT NUMBER | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| DATE | | | | | | | | | | |

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

20b. SIGNATURE

20c. OFFER DATE

## AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

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

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

### *CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE*

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

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

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

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

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

# Section 00 00 00 - Procurement and Contracting Requirements

Instrument Name: CSS 99147 Mini Splits Scranton, PA (PA162)

Contract Description: THIS SOLICITATION IS SET ASIDE FOR SMALL BUSINESS. 1. THE U.S. ARMY CONTRACTING COMMAND - ROCK ISLAND AT FORT DIX HAS A NEW CONSTRUCTION REQUIREMENT IN SUPPORT OF THE U.S. ARMY 99TH READINESS DIVISION. THIS PROJECTED IS LOCATED WITH THE 99TH READINESS DIVISION B REGION: CSS 99147 - INSTALL MINI SPLIT LOCATED AT THE SCRANTON AFRC 3401 OLYPHANT AVE SCRANTON, PA 18509. 2. THE NORTH AMERICAN INDUSTRY CLASSIFICATION (NAICS) CODE FOR THIS PROJECT IS 236220 -COMMERCIAL AND INSTITUTIONAL CONSTRUCTION, WITH A SIZE STANDARD OF $45,000,000.00. 3. PERIOD OF PERFORMANCE: ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW).

Product Service Code : Z1AA

ADDENDUM TO CLAUSES 52.212-1 ADDENDUM

Paragraph (b) "Period for acceptance of offers" is amended as follows: The offeror agrees to hold the prices in its offer firm for 120 Calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

52.212-4 ADDENDUM

The following paragraphs are hereby deleted from the FAR Clause 52.212-4 : (h), (n), (o) and (p).

1. GENERAL INSTRUCTIONS

This solicitation is issued for a commercial construction requirement using Revolutionary Federal Acquisition Regulation Overhaul (RFO) Federal Acquisition Regulation (FAR) Part 12 procedures, with applicable construction requirements under RFO FAR Part 36 and RFO Defense Federal Acquisition Regulation Supplement (DFARS) Part 236.

This acquisition uses the lowest price technically acceptable (LPTA) methodology. Award will be made to the responsible quoter whose quote is technically acceptable and whose total evaluated price is the lowest price determined fair and reasonable.

The Government contemplates award of a firm-fixed-price purchase order resulting from this request for quotations.

For acquisitions conducted as a request for quotations, a quotation is not an offer. The Government's issuance of a purchase order is the offer. A binding contract is formed when the contractor accepts the purchase order by signature, written acceptance, or substantial performance.

## 2. REQUIREMENT DESCRIPTION AND ATTACHMENTS

The Government requires performance of commercial construction services for CSS 99147 Mini Splits (PA162) at Scranton, AFRC 3401 Olyphant Ave Scranton, PA 18509. The work shall be performed in accordance with the solicitation. All work shall be performed in accordance with the Specifications of Work, drawings, Davis-Bacon wage decision, Construction Form, and any other attachments incorporated into the solicitation or resulting award.

## 3. POINTS OF CONTACT

Contracting Officer: Theresa Eckstein, theresa.m.eckstein.civ@army.mil

Contract Specialist: Timothy McCleary, timothy.j.mccleary.civ@army.mil

All communications regarding this solicitation shall be submitted in writing to the contracting officer and contract specialist.

## 4. SUBJECT TO AVAILABILITY OF FUNDS

NOTICE: THIS REQUIREMENT IS ISSUED AS SUBJECT TO AVAILABILITY OF FUNDS (SAF). FUNDS ARE NOT CURRENTLY AVAILABLE. NO AWARD WILL BE MADE UNDER THIS SOLICITATION UNTIL FUNDS ARE AVAILABLE. THE GOVERNMENT RESERVES THE RIGHT TO CANCEL THIS SOLICITATION, IN WHOLE OR IN PART, IF FUNDS DO NOT BECOME AVAILABLE.

## 5. SUBMISSION REQUIREMENTS

The quoter shall submit the following documents by the date and time stated in the solicitation:

a. Standard Form 1449. Complete and sign the required blocks of the Standard Form (SF) 1449. The SF 1449 must be signed by an individual authorized to bind the quoter.

b. Attachment, Contractor Cost Breakdown. The quoter shall submit Attachment in Microsoft Excel format with all formulas intact and functional. Attachment constitutes the technical and price submission. Attachment shall include, as applicable:

Labor categories, Labor hours Labor rates, Material types, quantities, and unit prices Equipment quantities, durations, and unit prices, Overhead, profit, bonding, and general and administrative costs Subcontractor identification and subcontracted work scope, if applicable

c. Acknowledgment of amendments. The quoter shall acknowledge all amendments issued before the submission deadline.

d. System for Award Management registration. The quoter shall have active System for Award Management (SAM) registration at the time of quote submission and at the time of award.

e. Line item pricing. The quoter shall include pricing for each contract line item number or line item identified in the solicitation and Attachment.

f. Davis-Bacon wage decision. The applicable Department of Labor Davis-Bacon wage decision is incorporated into this solicitation and any resulting purchase order as Attachment 0003, DBA PA20260076 mod 2 d. 5-18-2026. Submission of a quote constitutes agreement to comply with the incorporated Davis-Bacon wage decision and applicable construction labor requirements.

## 6. PROCUREMENT INTEGRATED ENTERPRISE ENVIRONMENT SUBMISSION INSTRUCTIONS

The only authorized method for submission of quotes is the Procurement Integrated Enterprise Environment (PIEE) Solicitation Module. Quotes submitted by email, facsimile, regular mail, hand delivery, or any other method will not be accepted unless the contracting officer authorizes an alternate submission method in writing.

The quoter is responsible for submitting its quote through the PIEE Solicitation Module by the date and time stated in the solicitation. The Government may confirm receipt when the submission is visible in PIEE. Failure to submit early enough to confirm receipt before the deadline remains the responsibility of the quoter.

The quoter must have the Proposal Manager role in the PIEE Solicitation Module to submit a quote. The email address used in PIEE must match the email address associated with the quoter's SAM registration.

Registration, training, and submission resources are available through the links provided in the SAM.gov posting.

If the PIEE Solicitation Module is unavailable, the quoter must notify the contracting officer and contract specialist in writing before the submission deadline. The contracting officer is the only official authorized to approve an alternate submission method.

## 7. SITE VISIT

Site visits are optional but highly encouraged.

See FAR 52.236-27, Site Visit (Construction), when included in the solicitation, and the applicable solicitation notice for site visit date, time, location, scheduling, and point of contact information.

The quoter is responsible for reviewing the solicitation, attachments, drawings, specifications, site conditions made available through the solicitation, and any site visit information before submitting a quote.

Primary: 19 August 2026 at 10:00 AM EDT

Alternate: 20 August 2026 at 10:00 AM EDT

Site Visit POC(s):

Vincent Beniquez

Vincent.i.beniquez.ctr@army.mil

347-576-9932

** NO QUESTIONS WILL BE RESPONDED TO AT THE SITE VISIT, ALL QUESTIONS MUST BE SUBMITTED IN ACCORDANCE TO PARAGRAPH 8**

** The two Site Visit dates provided are pre-scheduled and the Contractor MUST contact the Site Visit POC to advise which date you will be attending prior to site visit. You must choose one of the pre-scheduled dates & times. **

8. QUESTIONS AND ANSWERS

Questions regarding this solicitation shall be submitted in writing to the contracting officer, Theresa Eckstein, theresa.m.eckstein.civ@army.mil and contract specialist, Timothy McCleary, timothy.j.mccleary.civ@army.mil by Monday 24 August 2026 at 10:00 AM EDT. Phone calls will not be accepted for questions. Questions must be submitted in writing. The contracting officer will review late questions on a case-by-case basis and determine whether a response is necessary to maintain the integrity of the acquisition and protect the Government's interests. Responses to questions will be provided by amendment or through the official solicitation posting.

9. AMENDMENTS

The Government may issue amendments to this solicitation. Quoters are responsible for monitoring the solicitation posting for amendments.

The quoter shall acknowledge all amendments issued before the submission deadline. Failure to acknowledge amendments may result in rejection if the contracting officer determines the failure is material.

10. COMMUNICATIONS AFTER RECEIPT

The Government intends to evaluate quotes and make award without further communication. The Government reserves the right to request information necessary to evaluate compliance, technical acceptability, price reasonableness, or responsibility.

The Government may request correction of apparent clerical errors, clarification of information already submitted, or information needed to complete the Government's evaluation. The Government may communicate with one or more quoters when the contracting officer determines the communication is in the Government's interest and does not prejudice the evaluation.

The Government may issue an amendment and request revised quotes when the contracting officer determines revisions are necessary or in the Government's interest.

Nothing in this section requires the Government to request clarification, request revised submissions, or communicate with any quoter.

10. BONDS, PAYMENT PROTECTION, AND BID GUARANTEE

Bond, payment protection, and bid guarantee requirements are based on the quoted price. The quoter shall review the requirements below before submitting its quote.

a. Quoted price at or below $35,000. Payment protection is not required for a construction purchase order at or below $35,000.

b. Quoted price greater than $35,000 but not greater than $150,000. Payment protection is required in accordance with RFO FAR 28.102-1(b). Acceptable payment protection may include a payment bond, irrevocable letter of credit, or other payment protection authorized by the solicitation and accepted by the contracting officer.

c. Quoted price greater than $150,000. Performance and payment bonds are required in accordance with RFO FAR 28.102-1(a) and 52.228-15, Performance and Payment Bonds, Construction. The performance bond and payment bond amounts shall each equal 100 percent of the original award price unless otherwise stated by the contracting officer.

d. Bid guarantee. If the quoted price exceeds $150,000 and performance and payment bonds are required, the quoter shall submit a bid guarantee with its quote. The bid guarantee amount shall be 20 percent of the quote price or $3 million, whichever is less, unless otherwise stated in the solicitation. Failure to submit a required bid guarantee in the proper form and amount by the submission deadline may result in rejection at the compliance review stage.

e. Bond submission after award. Required performance and payment bonds are due within 10 calendar days after award. Bonds shall be submitted by email with raised seals clearly shaded. The contractor shall not begin work until required bonds are furnished and accepted by the contracting officer.

11. INSURANCE REQUIREMENTS

The apparent successful quoter shall provide proof of insurance at the time of award when requested by the contracting officer. Failure to provide proof of required insurance may result in the Government proceeding to the next eligible quoter or taking other action in the Government's interest.

The following insurance requirements apply unless otherwise stated in the solicitation: Workers' compensation: As required by state law

Employer's liability insurance: $100,000 per accident

General liability insurance, bodily injury liability: $500,000 per occurrence Automobile liability insurance: $200,000 per person

Automobile liability insurance, bodily injury: $500,000 per occurrence Automobile liability insurance, property damage: $20,000 per occurrence

12. COMPLIANCE REVIEW

Before technical and price evaluation, the Government will conduct a compliance review. A quote may be rejected if the contracting officer determines it contains a material compliance issue.

The following may result in rejection: Late submission Failure to submit Attachment 0004, Construction Form Failure to submit in Microsoft Excel format

Broken, locked, deleted, altered, or nonfunctional formulas Missing line item pricing

Missing labor, material, equipment, overhead, profit, bonding, or general and administrative pricing

Failure to properly complete or sign the Standard Form 1449 Failure to acknowledge amendments, if applicable

Inactive or incomplete System for Award Management registration at quote submission Any other omission, inconsistency, or error the contracting officer determines material

The contracting officer will determine the materiality of any compliance issue.

13. EVALUATION PROCESS

Only quotes deemed compliant will proceed to technical acceptability and price evaluation. Technical acceptability and price reasonableness will be evaluated separately.

ACC LOCAL CLAUSES HQ LEVEL PROTEST

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an

Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.Send protests (other than protests to the contracting officer) to:

Headquarters U.S. Army Materiel Command

Office of Command Counsel-Deputy Command Counsel

4400 Martin Road Rm: A6SE040.001 Redstone Arsenal, AL 35898-5000 Fax: (256) 450-8840

Email: usarmy.redstone.usamc.mbx.protests@army.mil

The AMC-level protest procedures are found at: Web Address: https://www.amc.army.mil

/Contact-Us/AMC-Protest-Program/

LEVEL 1 ANTI TERRORIST AWARENESS TRAINING REQUIREMENTS FOR CONTRACTOR EMPLOYEES (OCT 2010)

1. All contractor employees requiring access to any Federally-controlled facility and logical access to Federally controlled information systems except for "national security systems" as defined by 44 U.S.C. 3542(b)(2), should be certified in Level 1 Anti Terrorism Training. The training is accessible from any computer with access to the World Wide Web and is available at https:/atlevel1.dtic.mil /at. The contractor is responsible for ensuring that the training has been satisfactorily completed and that valid certificates of completion have been submitted to the Contracting Officers Representative (COR) with a copy furnished to the Contracting Officer. The Certificates are valid for one year, therefore, training shall be completed every year for the duration of the contract.

2. The term Federally-controlled facility is defined as:

Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and approaches, all or any portion of which is under the jurisdiction, custody or control of a department or agency;

Federally-controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only;

Government-owned, contractor-operated facilities, including laboratories engaged in national defense research and production activities; and

Facilities under a management and operating contract, such as for the operation, maintenance, or support of a Government-owned or Government-controlled research, development, special production, or testing establishment.

3. The term "Federally-controlled information system" means an information system (44 U.S.C. 3502(8)) used or operated by a Federal agency, or a contractor or other organization on behalf of the agency (44 U.S.C. 3544(a)).

4. The term "contractor employee" includes employees, agents, students or representatives and all employees, agents or representatives of all subcontractors and suppliers

REQUIRED INSURANCE

In accordance with FAR 28.307-2, the Contractor is required to provide and maintain the kinds and minimum amounts of insurance stated below:

Type of Insurance Minimum Limits

Workers Compensation and Employers Liability As required by State Laws; $100,000.00 per accident

General Liability Insurance Bodily Injury Liability - $500,000.00 per occurrence

Auto Liability Insurance (not required for Custodial Services) $200,000.00 per person

Bodily Injury $500,000.00 per occurrence

Property Damage $20,000.00 per occurrence

The Certificate of Insurance (COI) submitted shall include the Prime Contractor in the Insured block.

Additionally, the COI shall state the specific contract number in the Description of Operation block and include the statement below:

The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective - (1) For such a period as the laws of the State in which this contract is to be performed prescribe; or (2) Until 30 days after the Insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

The COI shall be updated and sent to the Contracting Officer and Specialist on an annual basis.

DISCLOSURE OF UNIT PRICE INFORMATION

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

CONTRACT ADMINISTRATION CONTRACT ADMINISTRATORS:

Army Contracting Command - Rock Island at Fort Dix

Timothy McCleary, Contract Specialist timothy.j.mccleary.civ@army.mil

Theresa M. Eckstein, Contracting Officer theresa.m.eckstein.civ@army.mil

CUSTOMER:

United States Army 99TH Readiness Division

RFOS Scott Kawski

scott.w.kawski.civ@army.mil

PERFORMANCE LOCATION:

Scranton AFRC

3401 Olyphant Ave

Scranton, PA 18509

PERIOD OF PERFORMANCE:

180 Calendar Days from the Notice to Proceed

*** END OF NARRATIVE ***

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

## Additional Information/Notes

| Item | Supplies/Service | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | CSS 99147 (PA162) The installation of a mini-split HVAC system in the Training Center (AFRC) computer room #122, Repair corridor walls in the Heated Storage Building (HSB), and Install fence and gates around the Military Equipment Park (MEP).<br><br>Product Service Code: Z1AA<br><br>North American Industry Classification System (NAICS): 236220<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Each | | |
| 0002 | CSS 99147 - Payments and Bonding In accordance with FAR 52.228-15, Performance and Payment Bonds -- Constructions, Bonding will be reimbursed upon proof of payment received. Bonds will be reimbursed at actual cost to contractor upon proof of payment, not to exceed amount of line item.<br><br>Product Service Code: Z1AA<br><br>North American Industry Classification System (NAICS): 236220 | 1 | Each | | |

| | | | | | |
|---|---|---|---|---|---|
| | Pricing Arrangement: Firm Fixed Price | | | | |

# Section 00 21 00 - Instructions

## 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 | | |
| 52.212-1 | Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038) | 2026-02 | | |
| 52.237-1 | Site Visit. | 1984-04 | | |

## 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**

| | | |
|---|---|---|
| 52.252-1 | 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://acquisition.gov/far-overhaul_____[Insert one or more Internet addresses]

(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 | | |
| 52.223-1 | Biobased Product Certification. (Deviation 2026-O0038) | 2026-02 | | |

## DFARS Provisions Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials. | 2022-09 | | |
| 252.204-7008 | Compliance with Safeguarding Covered Defense Information Controls. | 2016-10 | | |
| 252.225-7055 | Representation Regarding Business Operations with the Maduro Regime. | 2022-05 | | |
| 252.225-7059 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region- | 2023-06 | | |

Representation.

## 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 | 2021-05 | | |

or Services-Representation.

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

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

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

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

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

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

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

any award resulting from this solicitation.

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

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

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

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

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

(End of provision)

| | | |
|---|---|---|
| 252.225-7000 | Buy American--Balance of Payments Program Certificate. | 2024-02 |

BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (FEB 2024)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "critical component," "critical item," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the 252.225-7001, Buy American and Balance of Payments Program-Basic clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-Basic clause of this solicitation, the Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(4) of this provision contains a critical component or a critical item; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(2) The Offeror certifies that the following end products are qualifying country end products:

| Line Item Number | Country of Origin |
|---|---|
| ____ | ____ |
| ____ | ____ |
| ____ | ____ |

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

| Line Item Number | Country of Origin (If known) | Exceeds 55% |
|---|---|---|

Domestic Content (yes/no)

| | | |
|---|---|---|
| ____ | ____ | ____ |
| ____ | ____ | ____ |
| ____ | ____ | ____ |

(4) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component or a critical item (see Federal Acquisition Regulation 25.105).

Domestic end products containing a critical component or a critical item:

Line Item Number ____

[List as necessary]

(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 |
|---|---|---|---|---|
| 52.204-13 | System for Award Management-Maintenance. (Deviation 2026-O0038) (Alternate I) | 2026-02 | Alternate I | 2026-02 |
| 52.222-3 | Convict Labor. (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 | | |

## FAR Clauses Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.212-4 | Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Alternate I) | 2026-02 | Alternate I | 2026-02 |

Alternate I (Feb 2026) (Deviation 2026-O0038). When contemplating a time-and-materials or

labor-hour contract, substitute the following paragraphs (a), (b), (i), (l), and (m) for those in the basic clause.

(a) The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference. As used in this clause-

Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(1) Performed by the contractor;

(2) Performed by the subcontractors; or

(3) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

Materials means-

(1) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(2) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(3) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(4) The following subcontracts for services which are specifically excluded from the hourly rate: ____[Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(5) Indirect costs specifically provided for in this clause.

Subcontract means any contract, as defined in FAR 2.101, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It

includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract at all places and times before acceptance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (b)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. ____[Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (b)(4) and (5) of this clause, the Government may, at any time, require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(i) Payments.

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor

qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other direct costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: ____[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'".]

(2) Indirect costs (material handling, subcontract administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:____[Insert a fixed amount for the indirect costs and payment schedule. Insert "$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."]

(2) Total cost. The total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if

added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government will pay any such increases within 30 days, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes

due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) The Contracting Officer will issue a final decision if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR part 32 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the

specified payment date if an electronic funds transfer payment is made.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work under this contract and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i), Payments, of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (b)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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|---|---|---|---|---|
| 52.240-91 | Security Prohibitions and Exclusions. (Deviation 2026-O0038) (Alternate I) | 2026-02 | Alternate I | 2026-02 |

Alternate I (Feb 2026) (Deviation 2026-O0038). As prescribed in 40.205(b), substitute the

following paragraph (e)(1) for paragraph (e)(1) of the basic clause:

(e) Governmentwide exclusion and removal orders.

(1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1). [Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:]

Yes [ ] No [ ] DHS FASCSA Order

Yes [ ] No [ ] DoD FASCSA Order

Yes [ ] No [ ] DNI FASCSA Order

# 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 | | |
| 52.204-13 | System for Award Management-Maintenance. (Deviation 2026-O0038) | 2026-02 | | |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | 2014-12 | | |
| 52.208-9 | Contractor Use of Mandatory Sources of Supply or Services. (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 Inverted Domestic Corporations. (Deviation 2026-O0038) | 2026-02 | | |
| 52.212-4 | Terms and Conditions- | 2026-02 | | |

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|---|---|---|
| | Commercial Products and Commercial Services. (Deviation 2026-O0038) | |
| 52.215-21 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038) | 2026-02 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038) | 2026-02 |
| 52.222-41 | Service Contract Labor Standards. (Deviation 2026-O0038) | 2026-02 |
| 52.222-43 | Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (Deviation 2026-O0038) | 2026-02 |
| 52.222-50 | Combating Trafficking in Persons. (Deviation 2026-O0038) | 2026-02 |
| 52.222-54 | Employment Eligibility Verification. (Deviation 2026-O0038) | 2026-02 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038) | 2026-02 |
| 52.223-2 | Reporting of Biobased Products Under Service and Construction Contracts. (Deviation 2026-O0038) | 2026-02 |

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| 52.223-5 | Pollution Prevention and Right-to-Know Information. | 2024-05 |
| 52.223-23 | Sustainable Products. (Deviation 2026-O0038) | 2026-02 |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving. | 2024-05 |
| 52.228-5 | Insurance-Work on a Government Installation. | 1997-01 |
| 52.229-3 | Federal, State, and Local Taxes. | 2013-02 |
| 52.232-18 | Availability of Funds. | 1984-04 |
| 52.232-23 | Assignment of Claims. | 2014-05 |
| 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 Contract Claim. (Deviation 2026-O0038) | 2026-02 |

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| 52.237-2 | Protection of Government Buildings, Equipment, and Vegetation. | 1984-04 |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038) | 2026-04 |

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials. | 2011-09 | | |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights. | 2022-12 | | |
| 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 | | |
| 252.205-7000 | Provision of Information to Cooperative Agreement Holders. | 2024-10 | | |
| 252.223-7006 | Prohibition on Storage, | 2014-09 | | |

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| | Treatment, and Disposal of Toxic or Hazardous Materials. | |
| 252.223-7008 | Prohibition of Hexavalent Chromium. | 2023-01 |
| 252.225-7001 | Buy American and Balance of Payments Program. | 2024-02 |
| 252.225-7002 | Qualifying Country Sources as Subcontractors. | 2022-03 |
| 252.225-7012 | Preference for Certain Domestic Commodities. | 2022-04 |
| 252.225-7048 | Export-Controlled Items. | 2013-06 |
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime. | 2023-01 |
| 252.225-7060 | 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 |
| 252.232-7010 | Levies on Contract Payments. | 2006-12 |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel. | 2023-01 |
| 252.243-7001 | Pricing of Contract Modifications. | 1991-12 |
| 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 |
|---|---|---|---|---|
| 52.212-2 | Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) | 2026-02 | | |

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

[Insert evaluation factors in the relative order of importance. For requests for proposals, state: Evaluation factors other than price when combined are [significantly more important than price /approximately equal to price/significantly less important] than price. For invitations for bids, list only price and price-related factors.]

Price and Past Performance

____

____

____

(b) Options (if applicable). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may

determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) Notice of award. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

| | | |
|---|---|---|
| 52.219-14 | Limitations on Subcontracting. (Deviation 2026-O0038) | 2026-02 |

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

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

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

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

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

(c) Applicability. This clause applies only to-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

(End of clause)

| | | |
|---|---|---|
| 52.219-28 | Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038) | 2026-02 |

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)

| | | |
|---|---|---|
| 52.223-11 | Ozone-Depleting Substances. (Deviation 2026-O0038) | 2026-02 |

Ozone-Depleting Substances (Feb 2026) (Deviation 2026-O0038)

(a) Definition. As used in this clause-

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

| | | |
|---|---|---|
| 52.252-2 | Clauses Incorporated by Reference. | 1998-02 |

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/far-overhaul ____ ____[Insert one or more Internet addresses]

(End of clause)

# Section 00 73 00 - Supplementary Conditions

Overall Contract Inspection/Acceptance Locations

Overall Contract Delivery Period

| | |
|---|---|
| 0001 | **Quantity** 1 Each<br><br>**Address and POC**<br>Service Performance Site<br>DoDAAC: W25AYL<br><br>**Period of Performance**<br>From<br>15 Sep 2026<br>To<br>14 Mar 2027 |
| 0002 | **Quantity** 1 Each<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>15 Sep 2026<br>To<br>14 Mar 2027 |

## FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|

| | | |
|---|---|---|
| 52.242-15 | Stop-Work Order. | 1989-08 |
| 52.246-4 | Inspection of Services-Fixed-Price. | 1996-08 |

**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 and Facilities Management Invoice SRN: W56D5Q6188K101

(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 | W15QKN |
| Admin DoDAAC | W15QKN |
| Inspect By DoDAAC | W56D5Q |
| Ship To Code | W56D5Q |
| Ship From Code | N/A |
| Mark For Code | N/A |
| Service Approver (DoDAAC) | W56D5Q |
| Service Acceptor (DoDAAC) | W56D5Q |

| | |
|---|---|
| Accept at Other DoDAAC | N/A |
| LPO DoDAAC | N/A |
| DCAA Auditor DoDAAC | N/A |
| SRN Number | W56D5Q6188K101 |

(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.

Scott Kawski,

Scott.w.kawski.civ@army.mil

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

(End of clause)

# Section 01 00 00 - General Requirements

## Requirements

Install Mini-Split in computer room, Repair HSB walls, and Install Fence at SCRANTON AFRC, 3401 OLYPHANT AVE, Scranton PA 18509 WAWF DODAAC: W56D5Q SRN: W56D5Q6188K101 Place of Performance DODAAC: W25AYL COR POC:CW4 Eric J. Kotarba 609-562-7931