AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
J	1		29

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
0001	10 JUL 2026		W912DS-26-S-0018

6. ISSUED BY CODE W912DS

W2SD ENDIST NEW YORK
KO CONTRACTING DIVISION, 26 FEDERAL PLAZA ROOM 16 300
NEW YORK, NY 10278-0004
UNITED STATES
BRIAN WINTERS, EMAIL: BRIAN.H.WINTERS@USACE.ARMY.MIL TELEPHONE: 917-790-8083

7. ADMINISTERED BY *(If other than Item 6)* CODE

SCD: PAS:

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*

CODE FACILITY CODE

(X)

[X] 9A. AMENDMENT OF SOLICITATION NUMBER
W912DS26RA028

9B. DATED *(SEE ITEM 11)*
25 JUN 2026

[ ] 10A. MODIFICATION OF CONTRACT/ORDER NUMBER

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended. [X] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

SEE SECTION G - CONTRACT ADMINISTRATION DATA

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
[ ]	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[ ]	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [ ] is not [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

See Schedule

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		NICHOLAS EMANUEL	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	08 JUL 2026

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Block 14 (Description of Amendment/Modification): The purpose of amendment 1 is the following:
(1) Updated section 00 21 00 under header "ATOPSEC" - removed all language in 2.a, 3, 5, 6, 8, 9, 10, 11, 12, 14, and 15. The remaining numbers were left unchanged.
(2) Updated the title of Price Schedule on Page 4 from ""FY 22" to "FY 26" ERCIP Well Field Expansion Project".
(3) Added the following clauses/provisions to solicitation: 52.232-16; 252.215-7012; 252.225-7040; 252.225-7043.
(4) Removed the following clauses/provisions from solicitation: 52.215-1 (Deviation 2026-O0038) Alt I; 52.232-28; 52.217-2; 52.249-2; 252.232-7013; 52.232-8.
(5) Changed language to the following fill-in clauses/provisions: 52.252-3; 52.252-5; 52.252-4.
(6) Added attachment in Section 00 01 15- List of Drawing Sheets section. The attachment added is identifier 0016 with the file name " Site Visit Sign In Sheet". This sheet is added from the Site Visit walk through that occurred on July 2nd, 2026.

NOTE: BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT BY THE DATE SPECIFIED IN THE SOLICITATION (OR AS AMENDED) BY ONE OF THE FOLLOWING METHODS: IN THE SPACE PROVIDED ON THE SF1442, BY SEPARATE LETTER, OR BY SIGNING THE BLOCK 15 BELOW. FAILURE TO ACKNOWLEDGE AMENDMENTS BY THE DATE AND TIME SPECIFIED MAY RESULT IN REJECTION OF YOUR BID IN ACCORDANCE WITH THE LATE BID, LATE MODIFICATIONS OR BIDS OR LATE WITHDRAWAL OF BIDS (FAR 14.304).

Section 00 00 00 - Procurement and Contracting Requirements

The following changes have been made:

INFORMATION	FROM	TO
Begin Delivery Lead Time Performance Period Firmness		Mandatory

Section 00 01 10 - Table of Contents

Miscellaneous text in this section has been modified to:

OFFEROR INQUIRIES

Bidder Inquiries. Submission of inquiries will open on the first day of the solicitation being posted. Any questions relating to this solicitation shall be submitted via email to the Contract Specialist - Brian Winters at brian.h.winters@usace.army.mil and Contracting Officer - Nick Emanuel at nicholas.p.emanuel@usace.army.mil. These are the only individuals to whom questions should be addressed. The cutoff date for inquiries to be considered for response is at 11:59AM EST 9 July 2026. No other means of communication (fax, telephone, etc.) will be accepted. The Government reserves the right to decline addressing questions received after that date. If an Offeror believes that the requirement in this solicitation contains an error, omission, or are otherwise unsound; immediately notify the Contract Specialist in writing with supporting rationale. Oral exchanges with the Government prior to award of the contract will not be binding. The Government reserves the right to award this contract based on the initial bid/proposal, as received, without discussions. Any information concerning this solicitation will be furnished as an amendment to the solicitation if the information is necessary to the submittal of offers, which will be posted to the SAM.gov website.

Price Schedule

FY 26 ERCIP Well Field Expansion Project

Fort Drum, NY

ITEM NO	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Design of ERCIP Well Field Expansion Project Pricing Arrangement: Firm Fixed Price All costs associated with the design of ERCIP Wellfield Expansion, Fort Drum, as descried in the Design Build Request for Proposal (DB RFP) package, inclusive of all base items.	1	Job		

	FOB: Destination				
0002	Construction of ERCIP Well Field Expansion Project Pricing Arrangement: Firm Fixed Price All costs (includes all plant, labor, and material) associated with the construction of ERCIP Well Field Expansion Project as described in the Design Build Request for Proposal (DB RFP) package. FOB: Destination	1	Job		
0003	Construction of ERCIP Well Field Expansion Project Pricing Arrangement: Firm Fixed Price All costs for preparation of the Final Record Drawing and Operation & Maintenance Manual Submission.	1	Job		$100,000USD

* Narrative for CLIN 0003. CLIN 0003 is pre-priced and cannot be adjusted or changed.

Section 00 01 15 - List of Drawing Sheets

The attachments table has changed from:

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	ATTACHMENT 1 -	Proposal Data Sheet		17 Jun 2026			Attachment	No

	PROPOSAL DATA SHEET							
0002	ATTACHMENT 2 – PAST PER FORMANCE Q UESTIONNAIR E (PPQ)	PAST PERFORMANCE QUESTIONNAIRE (PPQ)		17 Jun 2026			Attach ment	No
0003	ATTACHMENT 3 - SPECIALIZED EXPERIENCE	SPECIALIZED EXPERIENCE		17 Jun 2026			Attach ment	No
0004	ATTACHMENT 4 - SMALL BUSINESS PA RTICIAPTION PLAN	SMALL BUSINESS PARTICIAPTION PLAN		17 Jun 2026			Attach ment	No
0005	ATTACHMENT 5 - SAMPLE FIRM, UNEQUI VOCAL, LETTER OF C OMMITMENT BETWEEN PRIME CONTR ACTOR AND SUB	SAMPLE FIRM, UNEQUIVOCAL, LETTER OF COMMITMENT BETWEEN PRIME CONTRACTOR AND SUBCONTRACTOR		17 Jun 2026			Attach ment	No
0006	Ft. Drum Wells Field Final D-B RFP	Specification		11 Jun 2026			Attach ment	No
0007	Ft. Drum Wells Field Final D-B RFP - Appendix A	Drawings		11 Jun 2026			Attach ment	No
0008	Ft. Drum Wells Field Final D-B RFP - Appendix B	Specification		11 Jun 2026			Attach ment	No
0009	Ft. Drum Wells Field Final D-B RFP - Appendix C - Volume 1	Specification		12 Jun 2026			Attach ment	No
0010	Ft. Drum Wells Field Final D-B RFP - Appendix C - Volume 2	Specification		22 Jun 2026			Attach ment	No

0011	Ft. Drum Wells Field Final D-B RFP - Appendix C - Volume 3	Specification		22 Jun 2026			Attachment	No
0012	Ft. Drum Wells Field Final D-B RFP - Appendix D	Drawings		11 Jun 2026			Attachment	No
0013	Well Field Bidder Walkthrough Packet Instructions	Site Visit		18 Jun 2026			Attachment	No
0014	JA 26-008 - Ft Drum Wellfield -Trane Supervisory Control and Data Acquisition1 May 2026_Redacted	JA 26-008 - Ft Drum Wellfield - Trane Supervisory Control and Data Acquisition		22 Jun 2026			Attachment	No
0015	JA 26-009 - Ft Drum Wellfield - Data Switches- 27 May 2026 _Redacted	JA 26-009 - Ft Drum Wellfield - Data Switches		22 Jun 2026			Attachment	No

To:

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	ATTACHMENT 1 - PROPOSAL DATA SHEET	Proposal Data Sheet		17 Jun 2026			Attachment	No
0002	ATTACHMENT 2 - PAST PERFORMANCE QUESTIONNAIRE PPQ	PAST PERFORM ANCE QUESTIO NNAIRE (PPQ)		17 Jun 2026			Attachment	No
0003	ATTACHMENT 3 - SPECIALIZED EXPERIENCE	SPECIALIZED EXPERIENCE		17 Jun 2026			Attachment	No

0004	ATTACHMENT 4 - SMALL BUSINESS PARTICIAPTION PLAN	SMALL BUSINESS PARTICIAPTION PLAN		17 Jun 2026			Attachment	No
0005	ATTACHMENT 5 - SAMPLE FIRM_UNEQUIVOCAL_LETTER OF COMMITMENT BETWEEN PRIME CONTRACTOR AND SUB	SAMPLE FIRM, UNEQUIVOCAL, LETTER OF COMMITMENT BETWEEN PRIME CONTRACTOR AND SUBCONTRACTOR		17 Jun 2026			Attachment	No
0006	Ft. Drum Wells Field Final D-B RFP	Specification		11 Jun 2026			Attachment	No
0007	Ft. Drum Wells Field Final D-B RFP - Appendix A	Drawings		11 Jun 2026			Attachment	No
0008	Ft. Drum Wells Field Final D-B RFP - Appendix B	Specification		11 Jun 2026			Attachment	No
0009	Ft. Drum Wells Field Final D-B RFP - Appendix C - Volume 1	Specification		12 Jun 2026			Attachment	No
0010	Ft. Drum Wells Field Final D-B RFP - Appendix C - Volume 2	Specification		22 Jun 2026			Attachment	No
0011	Ft. Drum Wells Field Final D-B RFP - Appendix C - Volume 3	Specification		22 Jun 2026			Attachment	No
0012	Ft. Drum Wells Field Final D-B RFP - Appendix D	Drawings		11 Jun 2026			Attachment	No
0013	Well Field Bidder Walkthrough	Site Visit		24 Jun 2026			Attachment	No

	Packet Instructions							
0014	JA 26-008 - Ft Drum Wellfield -Trane Supervisory Control and Data Acquisition1 May 2026_Redacted	JA 26-008 - Ft Drum Wellfield - Trane Supervisory Control and Data Acquisition		22 Jun 2026			Attachment	No
0015	JA 26-009 - Ft Drum Wellfield - Data Switches- 27 May 2026 _Redacted	JA 26-009 - Ft Drum Wellfield - Data Switches		22 Jun 2026			Attachment	No
0016	Site Visit Sign In Sheet	Site Visit Sign-in Sheet		07 Jul 2026			Attachment	No

The following contract documents were added:

ATTACHMENT 2 - PAST PERFORMANCE QUESTIONNAIRE PPQ
ATTACHMENT 5 - SAMPLE FIRM_UNEQUIVOCAL_LETTER OF COMMITMENT BETWEEN PRIME CONTRACTOR AND SUB
Site Visit Sign In Sheet

The following contract documents were modified:

ATTACHMENT 1 - PROPOSAL DATA SHEET

INFORMATION	FROM	TO
Attachment URL	16196085	17079892

ATTACHMENT 3 - SPECIALIZED EXPERIENCE

INFORMATION	FROM	TO
Attachment URL	16197285	17080209

ATTACHMENT 4 - SMALL BUSINESS PARTICIAPTION PLAN

INFORMATION	FROM	TO
Other Attachment	SMALL BUSINESS PARTICIAPTION PLAN	SMALL BUSINESS PARTICIAPTION PLAN
Attachment	16197745	17080413

URL		

Ft. Drum Wells Field Final D-B RFP

INFORMATION	FROM	TO
Attachment URL	16307624	17080720

Ft. Drum Wells Field Final D-B RFP - Appendix A

INFORMATION	FROM	TO
Attachment URL	16307833	17080864

Ft. Drum Wells Field Final D-B RFP - Appendix B

INFORMATION	FROM	TO
Attachment URL	16307954	17080955

Ft. Drum Wells Field Final D-B RFP - Appendix C - Volume 1

INFORMATION	FROM	TO
Attachment URL	16310861	17081197

Ft. Drum Wells Field Final D-B RFP - Appendix C - Volume 2

INFORMATION	FROM	TO
Attachment URL	16311042	17081464

Ft. Drum Wells Field Final D-B RFP - Appendix C - Volume 3

INFORMATION	FROM	TO
Attachment URL	16311276	17081609

Ft. Drum Wells Field Final D-B RFP - Appendix D

INFORMATION	FROM	TO
Attachment URL	16311383	17081766

JA 26-008 - Ft Drum Wellfield -Trane Supervisory Control and Data Acquisition1 May 2026_Redacted

INFORMATION	FROM	TO
Other Attachment	JA 26-008 - Ft Drum Wellfield - Trane Supervisory Control and Data Acquisition	JA 26-008 - Ft Drum Wellfield - Trane Supervisory Control and Data Acquisition
Attachment URL	16413934	17082371

JA 26-009 - Ft Drum Wellfield - Data Switches- 27 May 2026 _Redacted

INFORMATION	FROM	TO
Attachment URL	16413936	17082558

Well Field Bidder Walkthrough Packet Instructions

INFORMATION	FROM	TO
Attachment Date	18 Jun 2026	24 Jun 2026
Attachment URL	16462947	17082126

The following contract documents were deleted:

ATTACHMENT 2 – PAST PERFORMANCE QUESTIONNAIRE (PPQ)
ATTACHMENT 5 - SAMPLE FIRM, UNEQUIVOCAL, LETTER OF COMMITMENT BETWEEN PRIME CONTRACTOR AND SUB

Section 00 21 00 - Instructions

Miscellaneous text in this section has been modified to:

CPARS

The Federal Acquisition Regulation (FAR) requires that Past Performance Information (PPI) be collected on DoD contracts. The Contractor Performance Assessment Reporting System (CPARS) is a web-enabled application that supports the completion, distribution, and retrieval of all contract performance evaluations. Contractor Representatives are responsible for reviewing and

commenting on evaluations submitted on the Contractor Performance Assessment Reporting System (CPARS) website at https://www.cpars.gov/

BONDS

The Standard Forms (SF24, SF25, and SF25A) for these bonds have been revised as of October 2023. When including your bid/offer, contractors/sureties shall use the revised versions. No other version will be valid and thus may render your bid/offer nonresponsive.

ATOPSEC

AT Level I training. This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. Antiterrorism Level I: All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 30 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website: https://jkodirect.jten.mil

2. **Access and general protection/security policy and procedures**. This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area.

2.1 Installation Access and Identification of Contractor's Employees: Entry to the installation requires the following: current vehicle registration, proof of insurance, valid driver's license for the vehicle driver, and picture identification for other personnel. Contractors/Subcontractors and their employees requiring access to the installation will be required to comply with the installation access control policy/procedures. The Government will not be responsible for damages due to delay/stoppages caused by failure to comply. Contractors shall be restricted to physically sign in at the Visitor Control Center (VCC), located just prior to the Paul Cerjan Gate, for entry unless they have a DoD issued ID card, a local temporary pass, or a local access badge (LAB). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

2.2 The Contractor shall provide a list of names and dates of birth of all employees that will be working on this contract to include subcontractors. CORs/Contract Technical Representatives are

required to complete an IMDR-ES Form 2 (Application for Sponsorship) for all individuals needing access under the contract and submit to usarmy.drum.imcom.mbx.des-acp@army.mil at least 7 days prior to access being needed.

2.3 Each employee who requires access to Fort Drum to perform work under any contract, at any tier, must obtain a DoD identification credential, temporary pass, or a LAB to obtain access to Fort Drum.

2.4 The contractor shall provide information as required by the Fort Drum Chief, Physical Security to enable the government to conduct a criminal history background check (CHBC) on contractor employees who are to have access to Fort Drum. If the CHBC is not adverse, a 30 day temporary access pass will be prepared by the Fort Drum Physical Security Division while the contractor's employee makes an appointment for a Local Access Badge (LAB) to be created if access is needed longer than 30 days. A LAB will be issued for a period of no longer than 365 days at a time. If the CHBC is adverse, the employee will be denied access. If access is denied for any reason, the contractor's employee may request a waiver from the installation utilizing the Access Waiver Denial Program. If a contractor's employee is denied access for any reason the employee will not be allowed access until a waiver is requested and approved. There is an appeals process through the Directorate of Emergency Services. Final determination to allow entry and the issuance of a DoD credentials rest with the Garrison Commander or his designee, the Director, Emergency Services.

2.5 If an employee no longer needs the DoD identification credential for any reason (e.g. quits his /her job or no longer performs under the contract), the contractor is required to collect the DoD identification credential from the employee and surrender it to the Fort Drum Physical Security Division within four (4) calendar days of such change. If the DoD identification credential cannot be returned within the required time frame for any reason, the contractor shall immediately notify the Physical Security Division verbally, followed up in writing the next work day. Email notification is authorized. An employee's inability to obtain entrance to a Government installation because he /she does not have the required identification badge or visitor's pass shall not excuse timely performance of the requirements of this contract. DoD identification credentials are currently issued at the VCC, Bldg. 11008, located just outside the Paul Cerjan Gate. The Government may change the location at which DoD identification credential are issued or returned, with or without advance notice to the contractor. Any such changes shall not be a basis for adjusting the contract price under any clause of this contract.

2.6 DoD identification credential will not be reproduced or copied by the contractor, its subcontractors, or their employees. If an employee's DoD identification credential is lost, stolen, or reproduced, the contractor shall verbally report the loss, theft, or reproduction to the Fort Drum Physical Security Division on the day such loss, theft, or reproduction is discovered, followed by a written report of the circumstances to the Fort Drum Physical Security Division within two (2) calendar days.

2.7 Each contractor employee shall possess/wear the DoD identification credential while performing work under the contract. The DoD identification credential shall be worn on the upper front of the outer garment unless precluded by OSHA regulation(s). The DoD identification

credential will not be used for access to any Government installation except for performance of work under the contract for which is was issued. The contractor, shall upon expiration or termination of the contract, collect all DoD identification credentials and turn them into the COR.

2b. **For contractors that do not require CAC, but require access to a DoD facility or installation**. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 /AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

4. iWATCH Training. This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the COR). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 05 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award.

7. For contracts that require OPSEC Training. All contractor employees, to include subcontractor's employees, requiring access to Army installation, facilities, controlled, access areas, and/or installation computers shall complete OPSEC Level I training within 30 days after contract start date or effective date of incorporation of this requirement into the contract. The Contractor shall provide a certificate of completion for each affected contractor employee and subcontractor employee to the COR, or to the Contracting Officer if a COR is not assigned, with 15 calendar days after completion of training by all employees and subcontractor personnel. OPSEC Level 1 training is available for DOD Civilians/Contractors at https://securityawareness.usalearning.gov/opsec/index.htm.

13. Threat Awareness Reporting Program (TARP). All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete TARP awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion or memorandum for record documenting training completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 30 calendar days after completion of training by all employees and subcontractor personnel. TARP training is available on AKO (ALMS), at the Multipurpose Auditorium (MPA) Garrison quarterly mandatory training, or by contacting the G2X at 315-772- 5693 or via email usarmy.drum.imcom-atlantic.mbx.spy@mail.mil.

16. Site Visit. A Bidder Walkthrough will be held Thursday, 2 July at 0800. Please refer to attachment named "Well Field Bidder Walkthrough Packet" for instructions and application to attend.

The following clauses were added:

DFARS Clauses Incorporated by Full Text

252.215-7012 Requirements for Submission of Proposals via Electronic Media. (Jan 2018)

REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA (JAN 2018)

The Offeror shall submit the cost portion of the proposal via the following electronic media: **Email price proposal to Brian Winters at brian.h.winters@usace.com and Nick Emanuel at nicholas.p.emanuel@usace.army.mil.**

nic

(End of provision)

The following clauses were modified:

52.252-3 Alterations in Solicitation. Apr 1984 hereby reads as follows:

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

NA

(End of clause)

52.252-5 Authorized Deviations in Provisions. Nov 2020 hereby reads as follows:

hereby reads as follows:

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any Federal Acquisition Regulation (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)

The following clauses were deleted:

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.232-28	Invitation to Propose Performance-Based Payments.	Mar 2000		

Section 00 72 00 - General Conditions

The following clauses were added:

FAR Clauses Incorporated by Full Text

52.232-16 Progress Payments. (Deviation 2026-O0038) (Feb 2026)

Progress Payments (Feb 2026) (Deviation 2026-O0038)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors-

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for-

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) *Liquidation.* Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) *Reduction or suspension.* The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) 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) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) *Title.*

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of 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 below-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 (d)(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, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress 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.

(e) *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. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) *Control of costs and property.* The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) *Reports, forms, and access to records.*

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

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

(i) *Reservations 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.

(j) *Financing payments to subcontractors.* The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to-

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments-

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its *Alternate I* for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) *Limitations on undefinitized contract actions.* Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A *contract action* is any action resulting in a contract, as defined in 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. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) *Due date.* The designated payment office will make progress payments on the ____ [*Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th"*] day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States.	Aug 2025		

DFARS Clauses Incorporated by Full Text

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

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

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

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from ____*(Contracting Officer to insert applicable information cited in PGI 225.372-1 (DFARS/PGI view))*.

(End of clause)

The following clauses were modified:

52.252-4 Alterations in Contract. Apr 1984 hereby reads as follows:

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

NA

(End of clause)

The following clauses were deleted:

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.217-2	Cancellation Under Multi-year Contracts.	Oct 1997		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.249-2	Termination for Convenience of the Government (Fixed-Price). (Alternate I)	Apr 2012	Alternate I	Sep 1996

FAR Clauses Incorporated by Full Text

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

DFARS Clauses Incorporated by Full Text
252.232-7013 Performance-Based Payments-Deliverable-Item Basis. (Dec 2022)

PERFORMANCE-BASED PAYMENTS-DELIVERABLE-ITEM BASIS (DEC 2022)

(a) Performance-based payments shall form the basis for the contract financing payments provided under this contract and shall apply to Contract Line Item Numbers (CLIN(s)) ____ *[Contracting Officer insert applicable CLIN(s)]* . The performance-based payments schedule (Contract Attachment ____) describes the basis for payment, to include identification of the individual payment events, CLINs to which each event applies, evidence of completion, and amount of payment due upon completion of each event.

(b) In accordance with 10 U.S.C. 3802(c), the Contractor's financial statements shall be in compliance with Generally Accepted Accounting Principles in order to receive performance-based payments.

(c)(1) The Contractor shall, in addition to providing the information required by FAR 52.232-32, submit information for all payment requests using the following format:

Current performance-based payment(s) event(s) addressed by this request:		
Contractor shall identify-	Amount	Totals
(1a) Negotiated value of all previously completed performance-based payment(s) event(s);	____	____
(1b) Negotiated value of the current performance-based payment(s) event(s);	____	____
(1c) Cumulative negotiated value of performance-based payment(s) event(s) completed to date (1a) + (1b); and	____	____
(2) Total costs incurred to date.	____	____

(2) Incurred cost is determined by the Contractor's accounting books and records, to which the Contractor shall provide access upon request of the Contracting Officer. An acceptable accounting system in accordance with DFARS 252.242-7006 is not required for reporting of incurred costs under this clause. If the Contractor's accounting system is not capable of tracking costs on a job order basis, the Contractor shall provide a realistic approximation of the allocation of incurred costs attributable to this contract in accordance with the Contractor's accounting system. FAR 52.232-32(m) does not require certification of incurred costs.

(d) *Security for financing*.

(1) Title to the property described in paragraph (f) of the clause at FAR 52.232-32, Performance-Based Payments, is the preferred security for receipt of performance-based payments.

(2)(i) If the Contractor's accounting system is not capable of identifying and tracking through the build cycle the property that is allocable and properly chargeable to this contract, the Contracting Officer may consider acceptance of one or a combination of the following alternative forms of security sufficient to constitute adequate security for the performance-based payments and so specify in the contract, consistent with FAR 32.202-4:

(A) A paramount lien on assets.

(B) An irrevocable letter of credit from a federally insured financial institution.

(C) A bond from a surety, acceptable in accordance with FAR part 28.

(D) A guarantee of repayment from a person or corporation of demonstrated liquid net worth, connected by significant ownership interest to the Contractor.

(E) Title to identified Contractor assets of adequate worth.

(ii) Paragraph (f) of the clause at FAR 52.232-32 does not apply to the extent that the Contractor and the Contracting Officer agree on alternative forms of security. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment will be made under this contract. Upon receipt of adequate security, financing payments will be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(End of clause)