| SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)* | 1. SOLICITATION NUMBER W911S726BA0060003 | 2. TYPE OF SOLICITATION [X] SEALED BID (IFB) INVITATION FOR BID [ ] NEGOTIATED (RFP) REQUEST FOR PROPOSAL | 3. DATE ISSUED 01 JUL 2026 | PAGE 1 OF PAGES 104 |
|---|---|---|---|---|

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

| 4. CONTRACT NUMBER | 5. REQUISITION/PURCHASE REQUEST NUMBER | 6. PROJECT NUMBER PANMCC-26-P-0000041790 |
|---|---|---|

7. ISSUED BY CODE W911S7

W6QM MICC-FT LEONARD WOOD
KO DIRECTORATE OF CONTRACTIN, 8112 NEBRASKA AVE
FORT LEONARD WOOD, MO 65473-0140
UNITED STATES
ZACKERY ZAKHIREH, EMAIL: ZACKERY.M.ZAKHIREH.CIV@ARMY.MIL
TELEPHONE: (573) 596-1803

8. ADDRESS OFFER TO

| 9. FOR INFORMATION CALL: | a. NAME ZACKERY ZAKHIREH | b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)* (573) 596-1803 |
|---|---|---|

## 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: PAINT AND REPAIRS IDIQ
PROJECT LOCATION: FORT LEONARD WOOD, MO AND LORA

1. THIS INVITATION FOR BID (IFB) WILL RESULT IN A SINGLE AWARD CONTRACT FOR PAINT AND REPAIRS INDEFINITE QUANTITY INDEFINITE DELIVERY (IDIQ) REQUIREMENTS LOCATED AT FORT LEONARD WOOD, MO AND THE LAKE OF THE OZARKS AREA (LORA), LINN CREEK, MO.
2. THIS ACQUISITION IS BEING SOLICITED AS A SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) SET ASIDE. ONLY SDVOSB'S ARE ELIGIBLE TO SUBMIT OFFERS FOR THIS SOLICITATION.
3. THE TOTAL ESTIMATED MAGNITUDE OF THIS CONTRACT IS BETWEEN $5,000,000 AND $10,000,000.
4. THE AWARDED CONTRACT IS EXPECTED TO BE A FIVE (5) YEAR CONTRACT WITH A BASE YEAR OF TWELVE (12) MONTHS AND FOUR (4) OPTION PERIODS OF TWELVE (12) MONTHS EACH.
5. THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE IS 238320, WITH A SIZE STANDARD OF $19 MILLION.
6. THERE WILL BE NO SITE VISIT HELD FOR THIS REQUIREMENT.
7. THE POINT OF CONTRACT FOR THIS REQUIREMENT IS ZACKERY ZAKHIREH, CONTRACT SPECIALIST, AT ZACKERY.M.ZAKHIREH.CIV@ARMY.MIL AND BLIA VUE, CONTRACTING OFFICER, AT BLIA.VUE.CIV@ARMY.MIL.
8. WRITTEN QUESTIONS WILL BE SUBMITTED TO THE CONTRACT SPECIALIST AND CONTRACTING OFFICER NO LATER THAN 1:00 PM (CST) ON 23 JULY 2026.
9. BIDS ARE DUE NO LATER THAN 2:00 PM (CST) 18 AUGUST 2026.
10. A BID GUARANTEE (SF24) IS REQUIRED AND SHALL BE PROVIDED IN THE AMOUNT OF 20% OF THE OVERALL BID, NOT TO EXCEED (NTE) $3,000,000.00.
11. AN INITIAL PAYMENT AND PERFORMANCE BOND (SF25) IN THE AMOUNT OF BASE YEAR, NTE $750,000.00, SHALL BE SUBMITTED TO CONTRACTING OFFICE 10 DAYS AFTER AWARD. INCREASE IN SURETY FOR EXCESS OBLIGATIONS.

11. The contractor shall begin performance within 10 calendar days and complete it within 120 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] 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.)* [X] YES [ ] NO | 12b. CALENDAR DAYS 10 |
|---|---|

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM *(hour)* local time 18 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 [X] 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 60 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 | 0001 | 0002 | 0003 | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| DATE | 29 JUL 2026 | 18 AUG 2026 | 18 AUG 2026 | | | | | | | |

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 01 15 - List of Drawing Sheets

Attachment 1 - Statement of Work

Attachment 2 - Painting and Repairs Task List - EXCEL

Attachment 2 - Painting and Repairs Task List - PDF

Attachment 3 - Wage Determination

*** END OF NARRATIVE ***

| Identifier | Document Name | Document Description | Reference Identifier | Date | Line Item | Page Numbers | Document Type | Provided Under Separate Cover |
|---|---|---|---|---|---|---|---|---|
| 0001 | Attachment 1 - Paint ing and Re pairs IDIQ SOW FY 26 | Statement of Work | | 24 Jun 2026 | | 38 | Attachment | No |
| 0002 | Attachment 2 - Paint ing and Re pairs Task List 2026 | Task List | | 03 Aug 2026 | | 10 | Attachment | No |
| 0003 | Attachment 2 - Paint ing and Re pairs Task List | Task List | | 03 Aug 2026 | | 1 | Attachment | No |
| 0004 | Attachment 3 - Wage Determinat | Wage Determination | | 29 Jul 2026 | | 5 | Attachment | No |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | ion Davis-Bacon Act # MO20260019 | | | | | | | |

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

## Additional Information/Notes

| Item | Supplies/Service | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | BASE YEAR: The contractor shall provide all parts, labor, tools, equipment, and supervision necessary to perform paint and repair requirements in accordance with the specifications, drawings, and contract documents listed in Section 00 01 15 at Fort Leonard Wood, Missouri and the Lake of the Ozarks Recreation Area (LORA). All work will be issued on individual task orders. The attached Task List is provided in Section 00 01 15 with each item and estimated quantities. Bidders shall complete the task list by filling in their proposed unit price and total price for each task list item. To compute the Total Evaluated Price for the Base Year, bidders shall add the total price of all task list items 1 through 40. The total price shall be listed as both the unit price and total price using a quantity of 1 for each CLIN. Example: CLIN 0001 = Qty 1 x UNIT PRICE = ESTIMATED COST (BASE YEAR TOTAL EVALUATED PRICE). *Bidders shall complete and submit the filled-in Task List with their bids in order to be considered responsive.<br><br>Product Service Code: Z1AZ | 1 | Job | | |

| | | | | | |
|---|---|---|---|---|---|
| | North American Industry Classification System (NAICS): 238320<br><br>Pricing Arrangement: Firm Fixed Price | | | | |
| 0002 | BASE YEAR: PAINT AND REPAIRS IDIQ CONTRACT BONDS. THIS CLIN IS USED FOR REIMBURSEMENT OF BONDS; PLEASE PROVIDE YOUR BEST ESTIMATION OF YOUR BOND RATE: _____. TOTAL FOR THIS CLIN CALCULATION IS BOND RATE x CLIN 0001. An initial Payment and Performance Bond (SF 25) in the amount of Base Year, not to exceed $750,000.00, shall be submitted to this contracting office 10 days after award. Once all combined Task Orders (TO's) exceed the initial bonding amount, an increase in surety shall be submitted to the contracting office 10 days after the award of the TO. Reference FAR 52.228-15 (the penal amount of the bonds is 100% of the original contract price.)<br><br>Product Service Code: Z1AZ<br><br>North American Industry Classification System (NAICS): 238320<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |

| | | | | | |
|---|---|---|---|---|---|
| 1001 | OPTION YEAR 1: The contractor shall provide all parts, labor, tools, equipment, and supervision necessary to perform paint and repair requirements in accordance with the specifications, drawings, and contract documents listed in Section 00 01 15 at Fort Leonard Wood, Missouri and the Lake of the Ozarks Recreation Area (LORA). All work will be issued on individual task orders. The attached Task List is provided in Section 00 01 15 with each item and estimated quantities. Bidders shall complete the task list by filling in their proposed unit price and total price for each task list item. To compute the Total Evaluated Price for the 1st Option Year, bidders shall add the total price of all task list items 101 through 140. The total price shall be listed as both the unit price and total price using a quantity of 1 for each CLIN. Example: CLIN 1001 = Qty 1 x UNIT PRICE = ESTIMATED COST (1ST OPTION YEAR TOTAL EVALUATED PRICE). *Bidders shall complete and submit the filled-in Task List with their bids in order to be considered responsive.<br><br>Product Service Code: Z1AZ<br><br>North American Industry Classification System (NAICS): 238320 | 1 | Job | | |

| | | | | | |
|---|---|---|---|---|---|
| | Pricing Arrangement: Firm Fixed Price | | | | |
| 1002 | OPTION YEAR 1: PAINT AND REPAIRS IDIQ CONTRACT BONDS. THIS CLIN IS USED FOR REIMBURSEMENT OF BONDS; PLEASE PROVIDE YOUR BEST ESTIMATION OF YOUR BOND RATE: _____. TOTAL FOR THIS CLIN CALCULATION IS BOND RATE x CLIN 0001. An initial Payment and Performance Bond (SF 25) in the amount of Base Year, not to exceed $750,000.00, shall be submitted to this contracting office 10 days after award. Once all combined Task Orders (TO's) exceed the initial bonding amount, an increase in surety shall be submitted to the contracting office 10 days after the award of the TO. Reference FAR 52.228-15 (the penal amount of the bonds is 100% of the original contract price.)<br><br>Product Service Code: Z1AZ<br><br>North American Industry Classification System (NAICS): 238320<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |
| 2001 | OPTION YEAR 2: The contractor shall provide all parts, labor, tools, equipment, and supervision | 1 | Job | | |

| | | | | | |
|---|---|---|---|---|---|
| | necessary to perform paint and repair requirements in accordance with the specifications, drawings, and contract documents listed in Section 00 01 15 at Fort Leonard Wood, Missouri and the Lake of the Ozarks Recreation Area (LORA). All work will be issued on individual task orders. The attached Task List is provided in Section 00 01 15 with each item and estimated quantities. Bidders shall complete the task list by filling in their proposed unit price and total price for each task list item. To compute the Total Evaluated Price for the 2nd Option Year, bidders shall add the total price of all task list items 201 through 240. The total price shall be listed as both the unit price and total price using a quantity of 1 for each CLIN. Example: CLIN 2001 = Qty 1 x UNIT PRICE = ESTIMATED COST (2ND OPTION YEAR TOTAL EVALUATED PRICE). *Bidders shall complete and submit the filled-in Task List with their bids in order to be considered responsive.<br><br>Product Service Code: Z1AZ<br><br>North American Industry Classification System (NAICS): 238320<br><br>Pricing Arrangement: Firm Fixed Price | | | | |
| 2002 | | 1 | Job | | |

| | | | | | |
|---|---|---|---|---|---|
| | OPTION YEAR 2: PAINT AND REPAIRS IDIQ CONTRACT BONDS. THIS CLIN IS USED FOR REIMBURSEMENT OF BONDS; PLEASE PROVIDE YOUR BEST ESTIMATION OF YOUR BOND RATE: _____. TOTAL FOR THIS CLIN CALCULATION IS BOND RATE x CLIN 0001. An initial Payment and Performance Bond (SF 25) in the amount of Base Year, not to exceed $750,000.00, shall be submitted to this contracting office 10 days after award. Once all combined Task Orders (TO's) exceed the initial bonding amount, an increase in surety shall be submitted to the contracting office 10 days after the award of the TO. Reference FAR 52.228-15 (the penal amount of the bonds is 100% of the original contract price.)<br><br>Product Service Code: Z1AZ<br><br>North American Industry Classification System (NAICS): 238320<br><br>Pricing Arrangement: Firm Fixed Price | | | | |
| 3001 | OPTION YEAR 3: The contractor shall provide all parts, labor, tools, equipment, and supervision necessary to perform paint and repair requirements in accordance with the specifications, drawings, | 1 | Job | | |

| | | | | | |
|---|---|---|---|---|---|
| | and contract documents listed in Section 00 01 15 at Fort Leonard Wood, Missouri and the Lake of the Ozarks Recreation Area (LORA). All work will be issued on individual task orders. The attached Task List is provided in Section 00 01 15 with each item and estimated quantities. Bidders shall complete the task list by filling in their proposed unit price and total price for each task list item. To compute the Total Evaluated Price for the 3rd Option Year, bidders shall add the total price of all task list items 301 through 340. The total price shall be listed as both the unit price and total price using a quantity of 1 for each CLIN. Example: CLIN 3001 = Qty 1 x UNIT PRICE = ESTIMATED COST (3RD OPTION YEAR TOTAL EVALUATED PRICE). *Bidders shall complete and submit the filled-in Task List with their bids in order to be considered responsive.<br><br>Product Service Code: Z1AZ<br><br>North American Industry Classification System (NAICS): 238320<br><br>Pricing Arrangement: Firm Fixed Price | | | | |
| 3002 | OPTION YEAR 3: PAINT AND REPAIRS IDIQ CONTRACT BONDS. THIS CLIN IS USED FOR REIMBURSEMENT OF BONDS; | 1 | Job | | |

| | | | | | |
|---|---|---|---|---|---|
| | PLEASE PROVIDE YOUR BEST ESTIMATION OF YOUR BOND RATE: _____. TOTAL FOR THIS CLIN CALCULATION IS BOND RATE x CLIN 0001. An initial Payment and Performance Bond (SF 25) in the amount of Base Year, not to exceed $750,000.00, shall be submitted to this contracting office 10 days after award. Once all combined Task Orders (TO's) exceed the initial bonding amount, an increase in surety shall be submitted to the contracting office 10 days after the award of the TO. Reference FAR 52.228-15 (the penal amount of the bonds is 100% of the original contract price.)<br><br>Product Service Code: Z1AZ<br><br>North American Industry Classification System (NAICS): 238320<br><br>Pricing Arrangement: Firm Fixed Price | | | | |
| 4001 | OPTION YEAR 4: The contractor shall provide all parts, labor, tools, equipment, and supervision necessary to perform paint and repair requirements in accordance with the specifications, drawings, and contract documents listed in Section 00 01 15 at Fort Leonard Wood, Missouri and the Lake of the Ozarks Recreation Area (LORA). | 1 | Job | | |

| | | | | | |
|---|---|---|---|---|---|
| | All work will be issued on individual task orders. The attached Task List is provided in Section 00 01 15 with each item and estimated quantities. Bidders shall complete the task list by filling in their proposed unit price and total price for each task list item. To compute the Total Evaluated Price for the 4th Option Year, bidders shall add the total price of all task list items 401 through 440. The total price shall be listed as both the unit price and total price using a quantity of 1 for each CLIN. Example: CLIN 4001 = Qty 1 x UNIT PRICE = ESTIMATED COST (4TH OPTION YEAR TOTAL EVALUATED PRICE). *Bidders shall complete and submit the filled-in Task List with their bids in order to be considered responsive.<br><br>Product Service Code: Z1AZ<br><br>North American Industry Classification System (NAICS): 238320<br><br>Pricing Arrangement: Firm Fixed Price | | | | |
| 4002 | OPTION YEAR 4: PAINT AND REPAIRS IDIQ CONTRACT BONDS. THIS CLIN IS USED FOR REIMBURSEMENT OF BONDS; PLEASE PROVIDE YOUR BEST ESTIMATION OF YOUR BOND RATE: _____. TOTAL FOR THIS CLIN CALCULATION IS | 1 | Job | | |

| | | | | | |
|---|---|---|---|---|---|
| | BOND RATE x CLIN 0001. An initial Payment and Performance Bond (SF 25) in the amount of Base Year, not to exceed $750,000.00, shall be submitted to this contracting office 10 days after award. Once all combined Task Orders (TO's) exceed the initial bonding amount, an increase in surety shall be submitted to the contracting office 10 days after the award of the TO. Reference FAR 52.228-15 (the penal amount of the bonds is 100% of the original contract price.)<br><br>Product Service Code: Z1AZ<br><br>North American Industry Classification System (NAICS): 238320<br><br>Pricing Arrangement: Firm Fixed Price | | | | |

# Section 00 21 00 - Instructions

## INSTRUCTIONS TO BIDDERS

### BID INSTRUCTIONS

The following instructions prescribe the format for the bid and describe the approach for the development and presentation of bid data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of bids. In the sealed bidding procedures the price alone will determine the "Apparent Low Bid"; however, the submission of a low bid does not in and of itself determine responsibility of a bidder and therefore it is necessary to require additional information in order that the Contracting Officer may make an award based on the lowest overall priced responsible bidder.

### TECHNICAL QUESTIONS

All technical or contractual questions shall be submitted in writing via e-mail no later than 23 July 2026 at 1:00PM CST to Shania McBride, Contracting Specialist at: shania.n.mcbride.civ@army.mil. Telephone inquiries will not be accepted. If the Government responses to technical questions affect the Statement of Work or any other portion of the solicitation, then an Amendment of Solicitation will be issued.

### SUBMISSION OF BIDS/PROPOSALS (HANDCARRIED AND MAILED)

A. Bid shall be received by bid due date and time as identified on the Standard Form 1442 Block 13, to the following address:

Mission Installation Contracting Command (MICC)

W911S7-26-B-A006

ATTN: Zackery Zakhireh

8112 Nebraska Ave, Bld. 11400

Fort Leonard Wood, MO 65473

B. Bid shall be submitted in a sealed envelope with the following information on the outside:

W911S7-26-B-A006

Zackery Zakhireh

Date and Time of Bid Opening

Bidders Name and Address

If bid is mailed, place sealed envelope in a shipping envelope/box. Please do not count the shipping/mailing envelope/box as your sealed envelope. Shipment packaging shall be able to be removed and still maintain the integrity of the sealed bid package.

C. Hand carried bids/proposals may be turned in at the Mission Installation Contracting Command (MICC) Front Desk located at Bld. 11400 Nebraska Avenue, Fort Leonard Wood, MO, Monday through Friday, between the hours of 7:30 AM - 4:00 PM CST.

Due to security checks at the Installation Gates, bidders/offerors may experience lengthy delays before being allowed to enter the installation. Delays caused by traffic congestion or installation security procedures shall not entitle bidders/offerors to additional time to submit their bid/proposal. All bids/proposals reaching the MICC-Fort Leonard Wood Office after the date and time set for the receipt of bids/proposals shall be considered late.

D. Bids/proposals delivered via carrier service are routed through a mail distribution point prior to arrival to the MICC, Bld. 11400. Irrespective of this fact, bids that are not at Building 11400 MICC Office by the date and time set for the receipt of bids/proposals shall be considered late.

NOTE: Bidders/Offerors are reminded that pursuant to FAR 52.214-5 bids should be addressed and mailed to the office specified in the solicitation. Bidders/Offerors are warned that packages addressed otherwise might be subject opening and inspection by installation security personnel. Bids/proposals that are opened by security personnel due to a Contractor's failure to comply with mailing instructions will be evaluated based on the information in the packets received by the Contracting Officer. If any required information is not in the bid /proposal packet when received by the Contracting Officer, it will be conclusively presumed that the bidder /offeror failed to include such information with its bid/offer. Allegations that information must have been removed by security personnel will not be grounds for acceptance of information after the time set for receipt of bids /proposals.

**FACSIMILE SUBMISSION OF BIDS** - Original bids will not be accepted by facsimile (FAX). Facsimile modifications or withdrawals will not be permitted.

**BID OPENING** - The bid opening for this solicitation will be held promptly on 18 August 2026 at 02:00 PM CST located at:

MICC Conference Room

8112 Nebraska Ave., Bldg. 11400

Fort Leonard Wood, MO 65473

Attendance at the bid opening is not mandatory and bids shall not be rejected solely on absence during bid opening.

**BID PREPARATION INSTRUCTIONS** - The Bid package shall be organized as follows:

TAB A - Standard Form 1442, Solicitation Offer and Award. The bidder is cautioned that the SF 1442 must contain an original signature on the form in Block 30a, b, and c. The Contractor shall acknowledge any

amendments to the IFB in accordance with the instructions on the SF 1442. The bidder shall provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your submission and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

TAB B - Representations, Certifications, and Other Statement of Bidders. The bidder shall ensure that their business has completed their FAR and DFARS online Representations and Certifications at the System for Award Management website at https://SAM.GOV. It is the bidder's responsibility to ensure that the information provided in each certification/representation accurate and complete. Failure of a bidder to complete their online certification/representations prior to the close of the Solicitation may result in their submission being deemed non- responsive and eliminated from consideration of the award.

For Online Reps and Certs TAB B only needs to include the statement that the bidder's online Representations and Certifications are complete and up to date to include the DUNS number for which the record may be retrieved.

TAB B shall also include any Fill-In Provisions/Clauses.

TAB C - Attachment 2 Task List. The task list quantities represents the Government's best estimate of its Fort Leonard Wood requirements for the period of contract performance. Bidders shall include unit prices and total prices for each task list item. Failure to include unit prices for each item will be cause for rejection of the entire bid.

TAB D - Additional/Supplemental Information. This tab shall contain any/all other required information requested throughout this solicitation and any additional supplemental information. This includes any additional supporting documentation the bidder provides at their discretion.

*** END OF NARRATIVE ***

## FAR Provisions Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.204-7 | System for Award Management-Registration. (Deviation 2026-O0038) | 2026-02 | | |
| 52.212-1 | Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038) | 2026-02 | | |

| | | |
|---|---|---|
| 52.214-3 | Amendments to Invitations for Bids. (Deviation 2026-O0038) | 2026-02 |
| 52.214-4 | False Statements in Bids. | 1984-04 |
| 52.214-5 | Submission of Bids. (Deviation 2026-O0038) | 2026-02 |
| 52.214-6 | Explanation to Prospective Bidders. | 1984-04 |
| 52.214-7 | Late Submissions, Modifications, and Withdrawals of Bids. (Deviation 2026-O0038) | 2026-02 |
| 52.222-5 | Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038) | 2026-02 |
| 52.225-10 | Notice of Buy American Requirement-Construction Materials. | 2014-05 |
| 52.233-2 | Service of Protest. (Deviation 2026-O0038) | 2026-02 |

**DFARS Provisions Incorporated by Reference**

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

Contractors.

## FAR Provisions Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.214-15 | Period for Acceptance of Bids. | 1984-04 | | |

Period for Acceptance of Bids (Apr 1984)

In compliance with the solicitation, the bidder agrees, if this bid is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the bidder) from the date specified in the solicitation for receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

| | | | | |
|---|---|---|---|---|
| 52.214-25 | Step Two of Two-Step Sealed Bidding. (Deviation 2026-O0038) | 2026-02 | | |

Step Two of Two-Step Sealed Bidding (Feb 2026) (Deviation 2026-O0038)

(a) This invitation for bids is issued to initiate step two of two-step sealed bidding under section 14.211 of the Federal Acquisition Regulation.

(b) The only bids that the Contracting Officer may consider for award of a contract are those received from bidders that have submitted acceptable technical proposals in step one of this acquisition under FAR Part 5[the Contracting Officer shall insert the identification of the step-one request for technical proposals].

(c) Any bidder that has submitted multiple technical proposals in step one of this acquisition may submit a separate bid on each technical proposal that was determined to be acceptable to the Government.

(End of provision)

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

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

The Government contemplates award of a Firm Fixed Price[Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

| | | |
|---|---|---|
| 52.228-1 | Bid Guarantee. | 1996-09 |

Bid Guarantee (Sept 1996)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

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

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

(c) The amount of the bid guarantee shall be 20 percent of the bid price or $3,000,000.00, whichever is less.

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

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

(End of clause)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

acquisition.govfaracquisition.govdfarsacquisition.gov[Insert one or more Internet addresses]

(End of provision)

| | | |
|---|---|---|
| 52.252-3 | Alterations in Solicitation. | 1984-04 |

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

____ ____ ____

(End of clause)

| | | |
|---|---|---|
| 52.252-5 | Authorized Deviations in Provisions. | 2020-11 |

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

# Section 00 22 00 - Supplementary Instructions

## EVALUATION FACTORS FOR AWARD

**Basis for Award:** The Government intends to award utilizing the policies and procedures for Sealed Bidding in accordance with FAR Part 14, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS) Part 214, and the Army Federal Acquisition Regulation Supplement (AFARS) Part 5114. Award will be made to the lowest priced responsible bidder, whose bid is responsive to the terms of the IFB and is the most advantageous to the Government, considering only price and price-related factors included in the IFB.

**Evaluation Criteria:** The Government will evaluate bids received in response to this solicitation solely on the basis of price and price related factors.

A. Responsiveness of Bid. For a bid to be determined responsive and considered for award, the bid must comply in all material aspects with the IFB.

To be considered responsive, the Bidder:

1. Shall be currently registered on SAM.GOV,

2. Shall submit a complete sealed bid package and be received by the contracting office prior to the cutoff for receipt of bids,

3. Properly signed bid, with Original Signature,

4. Acknowledgement of all Amendments (if any),

5. Fully completed Task List (Attachment 2),

6. Fully completed Section 00 10 00 of the SF 1442,

7. Shall comply with the instructions of the solicitation

8. Shall include Bid Guarantee (SF24).

Non-responsive bidders shall not be considered for contract award.

**Price Evaluation:** The total evaluated price of the Base Year and Four Option Years will be evaluated to determine the lowest bidder using the following method:

TOTAL EVALUATED PRICE =

[BASE YEAR TOTAL EVALUATED PRICE, CLIN 0001 + CLIN 0002] +

[OPTION YEAR 1 TOTAL EVALUATED PRICE, CLIN 1001 + CLIN 1002] +

[OPTION YEAR 2 TOTAL EVALUATED PRICE, CLIN 2001 + CLIN 2002] +

[OPTION YEAR 3 TOTAL EVALUATED PRICE, CLIN 3001 + CLIN 3002] +

[OPTION YEAR 4 TOTAL EVALUATED PRICE, CLIN 4001 + CLIN 4002]

If adequate price competition is not obtained or if a price reasonableness cannot be determined using price analysis of Government obtained information, additional information may be required from the bidder to support the

proposed bid. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

**Responsibility Determination:** In Accordance with FAR Part 9.1, Purchases shall be made from, and contracts shall be awarded to, responsible prospective contractors only.

To be determined responsible, a prospective contractor must -

1. Have adequate financial resources to perform the contract, or the ability to obtain them (see 9.104- 3(a));

2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

3. Have a satisfactory performance record (see 9.104-3(b) and Subpart 42.15). A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history,- except as provided in 9.104-2;

4. Have a satisfactory record of integrity and business ethics (for example, see Subpart 42.15);

5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures,

property control systems, quality assurance measures, and safety programs applicable to materials to be

produced or services to be performed by the prospective contractor and subcontractors). (See 9.104-3 (a).)

6. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (see 9.104-3(a)); and

7. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

No purchase or award shall be made unless the contracting officer makes an affirmative determination of responsibility. In the absence of information clearly indicating that the prospective contractor is responsible, the contracting officer shall make a determination of non-responsibility.

*** END OF NARRATIVE ***

## FAR Provisions Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.217-5 | Evaluation of Options. (Deviation 2026-O0038) | 2026-02 | | |

# Section 00 45 00 - Representations and Certifications

## FAR Provisions Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. | 2024-09 | | |
| 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 | | |
| 52.229-12 | Tax on Certain Foreign Procurements. (Deviation 2026-O0038) | 2021-02 | | |

## 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-Representation. | 2023-06 |

**FAR Provisions Incorporated by Full Text**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.209-2 | Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Deviation 2026-O0038) | 2026-02 | | |

Prohibition on Contracting with Inverted Domestic Corporations-Representation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) Representation. The Offeror represents that-

(1) It [ ] is, [ ] is not an inverted domestic corporation; and

(2) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(End of provision)

| | | |
|---|---|---|
| 52.209-5 | Certification Regarding Responsibility Matters. (Deviation 2026-O0038) | 2026-02 |

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

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this

solicitation);

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in

good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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

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

(a) Definitions. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for

Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

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|---|---|---|
| 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)

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|---|---|---|
| 52.209-12 | Certification Regarding Tax Matters. | 2025-10 |

Certification Regarding Tax Matters (Oct 2025)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed $7 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has [ ] filed all Federal tax returns required during the three years preceding the certification;

(2) Has not [ ] been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not [ ], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

| | | |
|---|---|---|
| 52.209-13 | Violation of Arms Control Treaties or Agreements-Certification. (Deviation 2026- | 2026-02 |

O0038)

Violation of Arms Control Treaties or Agreements-Certification (Feb 2026) (Deviation 2026-O0038)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

[ ] (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

[ ] (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such

email inquiries within 3 business days.

(d) Do not submit an offer unless-

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

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|---|---|---|
| 52.214-14 | Place of Performance-Sealed Bidding. | 1985-04 |

Place of Performance-Sealed Bidding (Apr 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, State, County, ZIP Code)

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

____ ____

____ ____

(End of provision)

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|---|---|---|
| 52.219-1 | Small Business Program Representations. (Deviation 2026-O0038) | 2026-02 |

Small Business Program Representations (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) ( 13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

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 (b) of this provision.

(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.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 238320[insert NAICS code].

(2) The small business size standard is $19 Million[insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is 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.

(c) Representations.

(1) The offeror represents as part of its offer that-

(i) it [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [_____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a women-owned small disadvantage business concern.

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

(5) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror is certified as a SDVOSB concern]. The offeror represents as part of its offer that it [ ] is, [ ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The offeror 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 offeror 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.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be-

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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|---|---|---|
| 52.219-2 | Equal Low Bids. (Deviation 2026-O0038) | 2026-02 |

Equal Low Bids (Feb 2026) (Deviation 2026-O0038)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

_____ _____

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

**DFARS Provisions Incorporated by Full Text**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.204-7016 | Covered Defense Telecommunications Equipment or Services-Representation. | 2019-12 | | |

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

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

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

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the

Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

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| 252.204-7017 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. | 2021-05 |

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

# Section 00 70 00 - Conditions of the Contract

## FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-6 | Restrictions on Subcontractor Sales to the Government. (Alternate I) | 2020-06 | Alternate I | 2021-11 |
| 52.222-3 | Convict Labor. (Deviation 2026-O0038) | 2026-02 | | |
| 52.222-7 | Withholding of Funds. (Deviation 2026-O0038) | 2026-02 | | |
| 52.225-11 | Buy American-Construction Materials under Trade Agreements. (Deviation 2026-O0038) (Alternate I) | 2026-02 | Alternate I | 2026-02 |
| 52.225-12 | Notice of Buy American Requirement-Construction Materials Under Trade Agreements. (Alternate II) | 2014-05 | Alternate II | 2023-11 |
| 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 | | |

## DFARS Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.226-7003 | Drug-Free Work Force. | 2024-08 | | |

# Section 00 72 00 - General Conditions

## FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.202-1 | Definitions. | 2020-06 | | |
| 52.203-3 | Gratuities. | 1984-04 | | |
| 52.203-7 | Anti-Kickback Procedures. | 2020-06 | | |
| 52.203-13 | Contractor Code of Business Ethics and Conduct. | 2021-11 | | |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. | 2017-01 | | |
| 52.204-9 | Personal Identity Verification of Contractor Personnel. | 2011-01 | | |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038) | 2026-02 | | |
| 52.204-13 | System for Award Management-Maintenance. (Deviation 2026-O0038) | 2026-02 | | |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | 2014-12 | | |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, | 2026-02 | | |

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| | Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038) | |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038) | 2026-02 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038) | 2026-02 |
| 52.210-1 | Market Research. (Deviation 2026-O0038) | 2026-02 |
| 52.211-13 | Time Extensions. | 2000-09 |
| 52.212-4 | Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038) | 2026-02 |
| 52.213-4 | Terms and Conditions-Simplified Acquisitions (Noncommercial). (Deviation 2026-O0038) | 2026-02 |
| 52.214-18 | Preparation of Bids-Construction. | 1984-04 |
| 52.214-19 | Contract Award-Sealed Bidding-Construction. | 1996-08 |
| 52.214-26 | Audit and Records-Sealed Bidding. (Deviation 2026-O0038) | 2026-02 |
| 52.214-27 | Price Reduction for Defective Certified Cost or Pricing Data-Modifications-Sealed Bidding. | 2020-06 |

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| 52.214-28 | Subcontractor Certified Cost or Pricing Data-Modifications-Sealed Bidding. (Deviation 2026-O0038) | 2026-02 |
| 52.214-29 | Order of Precedence-Sealed Bidding. | 1986-01 |
| 52.219-6 | Notice of Total Small Business Set-Aside. (Deviation 2026-O0038) | 2026-02 |
| 52.219-8 | Utilization of Small Business Concerns. (Deviation 2026-O0038) | 2026-02 |
| 52.219-27 | Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program. (Deviation 2026-O0038) | 2026-02 |
| 52.222-4 | Contract Work Hours and Safety Standards-Overtime Compensation. (Deviation 2026-O0038) | 2026-02 |
| 52.222-6 | Construction Wage Rate Requirements. (Deviation 2026-O0038) | 2026-02 |
| 52.222-8 | Payrolls and Basic Records. (Deviation 2026-O0038) | 2026-02 |
| 52.222-9 | Apprentices and Trainees. (Deviation 2026-O0038) | 2026-02 |
| 52.222-10 | Compliance with Copeland Act Requirements. (Deviation 2026- | 2026-02 |

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| | O0038) | |
| 52.222-11 | Subcontracts (Labor Standards). (Deviation 2026-O0038) | 2026-02 |
| 52.222-12 | Contract Termination-Debarment. | 2014-05 |
| 52.222-13 | Compliance with Construction Wage Rate Requirements and Related Regulations. | 2014-05 |
| 52.222-14 | Disputes Concerning Labor Standards. (Deviation 2026-O0038) | 2026-02 |
| 52.222-15 | Certification of Eligibility. | 2014-05 |
| 52.222-30 | Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method). | 2018-08 |
| 52.222-35 | Equal Opportunity for Veterans. (Deviation 2026-O0038) | 2026-02 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038) | 2026-02 |
| 52.222-37 | Employment Reports on Veterans. (Deviation 2026-O0038) | 2026-02 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038) | 2026-02 |
| 52.222-50 | Combating Trafficking in Persons. (Deviation 2026-O0038) | 2026-02 |

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| 52.222-54 | Employment Eligibility Verification. (Deviation 2026-O0038) | 2026-02 |
| 52.222-55 | Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038) | 2026-02 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038) | 2026-02 |
| 52.222-90 | Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1) | 2026-04 |
| 52.223-2 | Reporting of Biobased Products Under Service and Construction Contracts. (Deviation 2026-O0038) | 2026-02 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information. | 2024-05 |
| 52.223-23 | Sustainable Products. (Deviation 2026-O0038) | 2026-02 |
| 52.226-7 | Drug-Free Workplace. | 2024-05 |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving. | 2024-05 |
| 52.228-2 | Additional Bond Security. | 1997-10 |
| 52.228-11 | Individual Surety-Pledge of Assets. | 2021-02 |
| 52.228-14 | Irrevocable Letter of Credit. | 2014-11 |

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| 52.228-15 | Performance and Payment Bonds-Construction. | 2020-06 | | |
| 52.228-17 | Individual Surety-Pledge of Assets (Bid Guarantee). | 2021-02 | | |
| 52.232-8 | Discounts for Prompt Payment. | 2002-02 | | |
| 52.232-15 | Progress Payments Not Included. | 1984-04 | | |
| 52.232-17 | Interest. | 2014-05 | | |
| 52.232-18 | Availability of Funds. | 1984-04 | | |
| 52.232-23 | Assignment of Claims. | 2014-05 | | |
| 52.232-27 | Prompt Payment for Construction Contracts. | 2017-01 | | |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management. | 2018-10 | | |
| 52.232-39 | Unenforceability of Unauthorized Obligations. | 2013-06 | | |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors. | 2023-03 | | |
| 52.233-1 | Disputes. (Deviation 2026-O0038) (Alternate I) | 2026-02 | Alternate I | 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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| 52.236-2 | Differing Site Conditions. (Deviation 2026-O0038) | 2026-02 |
| 52.236-3 | Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038) | 2026-02 |
| 52.236-5 | Material and Workmanship. (Deviation 2026-O0038) | 2026-02 |
| 52.236-6 | Superintendence by the Contractor. (Deviation 2026-O0038) | 2026-02 |
| 52.236-7 | Permits and Responsibilities. (Deviation 2026-O0038) | 2026-02 |
| 52.236-8 | Other Contracts. (Deviation 2026-O0038) | 2026-02 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038) | 2026-02 |
| 52.236-10 | Operations and Storage Areas. (Deviation 2026-O0038) | 2026-02 |
| 52.236-11 | Use and Possession Prior to Completion. (Deviation 2026-O0038) | 2026-02 |
| 52.236-12 | Cleaning Up. (Deviation 2026-O0038) | 2026-02 |
| 52.236-13 | Accident Prevention. (Deviation 2026-O0038) | 2026-02 |
| 52.236-15 | Schedules for Construction Contracts. (Deviation 2026- | 2026-02 |

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| | O0038) | | | |
| 52.236-16 | Quantity Surveys. (Deviation 2026-O0038) | 2026-02 | | |
| 52.236-17 | Layout of Work. (Deviation 2026-O0038) | 2026-02 | | |
| 52.236-21 | Specifications and Drawings for Construction. (Deviation 2026-O0038) | 2026-02 | | |
| 52.242-13 | Bankruptcy. | 1995-07 | | |
| 52.242-14 | Suspension of Work. | 1984-04 | | |
| 52.243-4 | Changes. (Deviation 2026-O0038) | 2026-02 | | |
| 52.243-5 | Changes and Changed Conditions. (Deviation 2026-O0038) | 2026-02 | | |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038) | 2026-04 | | |
| 52.246-12 | Inspection of Construction. | 1996-08 | | |
| 52.246-21 | Warranty of Construction. | 1994-03 | | |
| 52.249-2 | Termination for Convenience of the Government (Fixed-Price). (Alternate I) | 2012-04 | Alternate I | 1996-09 |
| 52.249-10 | Default (Fixed-Price Construction). | 1984-04 | | |
| 52.253-1 | Computer Generated Forms. (Deviation 2026-O0038) | 2026-02 | | |

## DFARS Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.201-7000 | Contracting Officer's Representative. | 1991-12 | | |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials. | 2011-09 | | |
| 252.203-7001 | Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies. | 2023-01 | | |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights. | 2022-12 | | |
| 252.203-7003 | Agency Office of the Inspector General. | 2019-08 | | |
| 252.203-7004 | Display of Hotline Posters. | 2023-01 | | |
| 252.204-7003 | Control of Government Personnel Work Product. | 1992-04 | | |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors. | 2023-01 | | |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. | 2024-05 | | |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense | 2023-01 | | |

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| | Telecommunications Equipment or Services. | |
| 252.204-7022 | Expediting Contract Closeout. | 2021-05 |
| 252.205-7000 | Provision of Information to Cooperative Agreement Holders. | 2024-10 |
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements. | 2023-01 |
| 252.223-7006 | Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. | 2014-09 |
| 252.223-7008 | Prohibition of Hexavalent Chromium. | 2023-01 |
| 252.225-7012 | 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 |
| 252.236-7000 | Modification Proposals--Price Breakdown. | 1991-12 |

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| 252.236-7007 | Additive or Deductive Items. | 1991-12 |
| 252.243-7001 | Pricing of Contract Modifications. | 1991-12 |
| 252.243-7002 | Requests for Equitable Adjustment. | 2022-12 |
| 252.246-7004 | Safety of Facilities, Infrastructure, and Equipment for Military Operations. | 2010-10 |

**FAR Clauses Incorporated by Full Text**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.211-12 | Liquidated Damages-Construction. | 2000-09 | | |

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $74.00 [Contracting Officer insert amount] for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.216-18 Ordering. 2020-08

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 28 SEPT 2026 through 27 SEPT 2031[insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. 1995-10

Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $500.00[insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of $500.00[insert dollar figure or quantity];

(2) Any order for a combination of items in excess of $200,000.00[insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within 14 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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|---|---|---|
| 52.216-22 | Indefinite Quantity. (Deviation 2026-O0038) | 2026-02 |

Indefinite Quantity (Feb 2026) (Deviation 2026-O0038)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after 28 SEPTEMBER 2031[insert date].

(End of clause)

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

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor

within 30 days[insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days[60days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years(months) (years).

(End of clause)

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| 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.]

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

[X] 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)

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| 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)

| | | |
|---|---|---|
| 52.223-9 | Estimate of Percentage of Recovered Material Content for EPA-Designated Items. | 2008-05 |

Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)

(a) Definitions. As used in this clause-

Postconsumer materialmeans a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to _____[Contracting Officer complete in accordance with agency procedures].

(End of clause)

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

O0038)

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

(a) Definitions. As used in this clause-

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

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

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

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

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

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means-

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

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

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

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

Domestic construction material means-

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

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

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

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

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

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

components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

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

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

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

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

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

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

(b) Domestic preference.

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

(2) This requirement does not apply to information technology that is a commercial product or to

the construction materials or components listed by the Government as follows:

None_____[Contracting Officer to list applicable excepted materials or indicate "none"]

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

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

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

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

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

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

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

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

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign

construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause.

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

| Construction material description | Unit of measure | Quantity | Price (dollars)* |
|---|---|---|---|
| Item 1: | | | |
| Foreign construction material. | ____ | ____ | ____ |
| Domestic construction material. | ____ | ____ | ____ |
| Item 2: | | | |
| Foreign construction material. | ____ | ____ | ____ |
| Domestic construction material. | ____ | ____ | ____ |

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].[List name, address, telephone number, and

contact for suppliers surveyed. Attach copy of response; if oral, attach summary.][Include other applicable supporting information.]
(End of clause)

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

Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision-

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [Offeror must select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling,

which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

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

Payments under Fixed-Price Construction Contracts (May 2014)

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

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

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

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

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

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

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

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

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the

Contractor at locations other than the site also may be taken into consideration if-

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

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

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

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

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

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

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

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

____ (Name)

____ (Title)

____ (Date)

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

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

(End of clause)

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| 52.232-19 | Availability of Funds for the Next Fiscal Year. | 1984-04 |

Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond ____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond ____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.248-3 Value Engineering-Construction. 2025-10

Value Engineering-Construction (Oct 2025)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this clause.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

Collateral savings, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

Government costs, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing,

operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

Instant contract savings, as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) of this clause).

Value engineering change proposal (VECP) means a proposal that-

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change-

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (7) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) of this clause.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing-

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by-

(i) 45 percent for fixed-price contracts; or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to-

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $90,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering-Construction clause of contract ____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal Acquisition Regulation.)

(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):

acquisition.gov FAR acquisition.gov DFARS acquisition.gov[Insert one or more Internet addresses]

(End of clause)

52.252-4 Alterations in Contract. 1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

____ ____ ____

(End of clause)

52.252-6 Authorized Deviations in Clauses. 2020-11

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any ____[insert regulation name] (48 CFR ____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**DFARS Clauses Incorporated by Full Text**

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

| | | |
|---|---|---|
| 252.232-7007 | Limitation of Government's Obligation. | 2014-04 |

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) 1-40[Contracting Officer insert after negotiations] is/are incrementally funded. For this/these item(s), the sum of $ ____[Contracting Officer insert after negotiations] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

| | |
|---|---|
| On execution of contract | $ ____ |
| (month) (day), (year) ____ | $ ____ |
| (month) (day), (year) ____ | $ ____ |
| (month) (day), (year) ____ | $ ____ |

(End of clause)

| | | |
|---|---|---|
| 252.236-7001 | Contract Drawings and Specifications. | 2000-08 |

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

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

correctly set forth and described in the drawings and specifications.

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

| Title | File | Drawing No. |
|---|---|---|
| Painting and Repairs IDIQ SOW FY 26 | PDF | 1 |
| ____ | ____ | ____ |
| ____ | ____ | ____ |
| ____ | ____ | ____ |
| ____ | ____ | ____ |

(End of clause)

252.249-7000 Special Termination Costs. 1991-12

SPECIAL TERMINATION COSTS (DEC 1991)

(a) Definition. "Special termination costs," as used in this clause, means only costs in the following categories as defined in Part 31 of the Federal Acquisition Regulation (FAR)-

(1) Severance pay, as provided in FAR 31.205-6(g);

(2) Reasonable costs continuing after termination, as provided in FAR 31.205-42(b);

(3) Settlement of expenses, as provided in FAR 31.205-42(g);

(4) Costs of return of field service personnel from sites, as provided in FAR 31.205-35 and FAR 31.205-46(c); and

(5) Costs in paragraphs (a)(1), (2), (3), and (4) of this clause to which subcontractors may be entitled in the event of termination.

(b) Notwithstanding the Limitation of Cost/Limitation of Funds clause of this contract, the Contractor shall not include in its estimate of costs incurred or to be incurred, any amount for special termination costs to which the Contractor may be entitled in the event this contract is

terminated for the convenience of the Government.

(c) The Contractor agrees to perform this contract in such a manner that the Contractor's claim for special termination costs will not exceed $____. The Government shall have no obligation to pay the Contractor any amount for the special termination costs in excess of this amount.

(d) In the event of termination for the convenience of the Government, this clause shall not be construed as affecting the allowability of special termination costs in any manner other than limiting the maximum amount of the costs payable by the Government.

(e) This clause shall remain in full force and effect until this contract is fully funded.

(End of clause)

# Section 00 73 00 - Supplementary Conditions

## ORDERING PROCEDURES

**Overview**: These instructions specify the procedures that will be used by the Government to place task orders under this contract.

**Authority to Place TOs:** MICC-Fort Leonard Wood has authority to award and administer task orders under this procurement. All matters pertaining to the administration of each task order should be directed to the pertinent Contracting Officer (KO) via Contract Specialist (CS).

Mission and Installation Contracting Command

Installation Contracting Office - Fort Leonard Wood

8112 Nebraska Ave

Fort Leonard Wood, MO 65584

The Contracting Officer will appoint a Contracting Officer Representative (COR) for the purpose of technical surveillance of workmanship and inspection of materials for work being performed for this contract and resulting task orders. This provision in no way authorizes anyone other than the Contracting Officer to commit the government to changes in the terms of the contract. (FAR Clause 52.246-12). The Government Inspector is not authorized or required to perform the quality control for the contract.

**Ordering Period:** The ordering period consists of a Base Year of twelve (12) months and four (4) Option Years of twelve (12) months each. Performance under task orders may extend beyond the ordering period, see FAR 52.216-22.

**Task Orders:** Performance of construction shall be accomplished by the contractor after issuance of task orders against the Indefinite Delivery-Indefinite Quantity Contract. The contractor is not required to accept any task order during any period which would cause the maximum amount stated in the basic contract to be exceeded (Reference Contract Clause 52.216-19 entitled "Order-Limitations"). The contractor shall be required to perform the work as specified in each task order.

**Payment and Performance Bonds**: Payment and Performance Bond requirements pertain to only the issuance of Task Orders. Reference FAR 52.228-15.

**Task Order Period of Performance:** The completion date will be cited on each individual task order. Construction contracts are calculated in calendar days.

**Proof of Insurance:** The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in your contract. A Certificate of Insurance (COI) from the Contractor's insurance company or a Certificate of Compliance shall be

furnished to the Contracting Officer 10 calendar days prior to the task order performance. The prime contractor is responsible for maintaining a copy of all subcontractors' proofs of insurance, and shall make them available to the KO upon request.

Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. 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 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 statement that "failure to provide such notice relieves the insurance company of any liability" shall not be written into the COI.

The Contractor shall insert the substance of this clause, including this paragraph (b) in subcontracts under this task order that require work on a Government installation and shall require contractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proof of required insurance, and shall make copies available to the Contracting Officer. Failure to maintain the required coverage may result in termination of the task order.

**COMPREHENSIVE GENERAL LIABILITY INSURANCE:** Bodily injury liability insurance in the minimum limits of $500,000 per occurrence and property damage liability insurance in the minimum limits of $100,000 per occurrence shall be required on the comprehensive form of policy.

**AUTOMOBILE LIABILITY INSURANCE:** This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage shall be required.

**WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:** As required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workman's

Compensation Insurance shall extend to cover employer's liability for accidental bodily insurance or death and for occupational disease with a minimum liability limit of $100,000.

*** END OF NARRATIVE ***

Overall Contract Inspection/Acceptance Locations

| | |
|---|---|
| 0001 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See SOW attached.<br><br>DoDAAC: W90NM5<br>CountryCode: USA |

| | |
|---|---|
| | W6B8 USAG DPW BLDG AD GRDS<br>1334 1ST STREET BLDG 2222, FORT LEONARD WOOD MO 65473-5000<br>FORT LEONARD WOOD, MO 65473-5000<br>UNITED STATES |
| 0002 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See SOW attached.<br><br>DoDAAC: W90NM5<br>CountryCode: USA<br><br>W6B8 USAG DPW BLDG AD GRDS<br>1334 1ST STREET BLDG 2222, FORT LEONARD WOOD MO 65473-5000<br>FORT LEONARD WOOD, MO 65473-5000<br>UNITED STATES |
| 1001 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See SOW attached.<br><br>DoDAAC: W90NM5<br>CountryCode: USA<br><br>W6B8 USAG DPW BLDG AD GRDS<br>1334 1ST STREET BLDG 2222, FORT LEONARD WOOD MO 65473-5000<br>FORT LEONARD WOOD, MO 65473-5000<br>UNITED STATES |
| 1002 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See SOW attached. |

| | |
|---|---|
| | DoDAAC: W90NM5<br>CountryCode: USA<br><br>W6B8 USAG DPW BLDG AD GRDS<br>1334 1ST STREET BLDG 2222, FORT LEONARD WOOD MO 65473-5000<br>FORT LEONARD WOOD, MO 65473-5000<br>UNITED STATES |
| 2001 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See SOW attached.<br><br>DoDAAC: W90NM5<br>CountryCode: USA<br><br>W6B8 USAG DPW BLDG AD GRDS<br>1334 1ST STREET BLDG 2222, FORT LEONARD WOOD MO 65473-5000<br>FORT LEONARD WOOD, MO 65473-5000<br>UNITED STATES |
| 2002 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See SOW attached.<br><br>DoDAAC: W90NM5<br>CountryCode: USA<br><br>W6B8 USAG DPW BLDG AD GRDS<br>1334 1ST STREET BLDG 2222, FORT LEONARD WOOD MO 65473-5000<br>FORT LEONARD WOOD, MO 65473-5000<br>UNITED STATES |
| 3001 | Inspection and Acceptance Location |

| | |
|---|---|
| | Both<br>Destination<br>Instructions: See SOW attached.<br><br>DoDAAC: W90NM5<br>CountryCode: USA<br><br>W6B8 USAG DPW BLDG AD GRDS<br>1334 1ST STREET BLDG 2222, FORT LEONARD WOOD MO 65473-5000<br>FORT LEONARD WOOD, MO 65473-5000<br>UNITED STATES |
| 3002 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See SOW attached.<br><br>DoDAAC: W90NM5<br>CountryCode: USA<br><br>W6B8 USAG DPW BLDG AD GRDS<br>1334 1ST STREET BLDG 2222, FORT LEONARD WOOD MO 65473-5000<br>FORT LEONARD WOOD, MO 65473-5000<br>UNITED STATES |
| 4001 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See SOW attached.<br><br>DoDAAC: W90NM5<br>CountryCode: USA<br><br>W6B8 USAG DPW BLDG AD GRDS<br>1334 1ST STREET BLDG 2222, FORT LEONARD WOOD MO 65473-5000<br>FORT LEONARD WOOD, MO 65473-5000<br>UNITED STATES |

| | |
|---|---|
| 4002 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: See SOW attached.<br><br>DoDAAC: W90NM5<br>CountryCode: USA<br><br>W6B8 USAG DPW BLDG AD GRDS<br>1334 1ST STREET BLDG 2222, FORT LEONARD WOOD MO 65473-5000<br>FORT LEONARD WOOD, MO 65473-5000<br>UNITED STATES |

Overall Contract Delivery Period

| | |
|---|---|
| 0001 | **Quantity** 1 Job<br><br>**Address and POC**<br>Place of Performance<br>DoDAAC: W90NM5<br>CountryCode: USA<br>W6B8 USAG DPW BLDG AD GRDS<br>1334 1ST STREET BLDG 2222, FORT LEONARD WOOD MO 65473-5000 FORT LEONARD WOOD, MO 65473-5000 UNITED STATES<br><br>**Period of Performance**<br>From<br>28 Sep 2026<br>To<br>27 Sep 2027 |
| 0002 | **Quantity** 1 Job<br><br>**Address and POC** |

| | |
|---|---|
| | Place of Performance<br>DoDAAC: W90NM5<br>CountryCode: USA<br>W6B8 USAG DPW BLDG AD GRDS<br>1334 1ST STREET BLDG 2222, FORT LEONARD WOOD MO 65473-5000 FORT LEONARD WOOD, MO 65473-5000 UNITED STATES<br><br>**Period of Performance**<br>From<br>28 Sep 2026<br>To<br>27 Sep 2027 |
| 1001 | **Quantity** 1 Job<br><br>**Address and POC**<br>Place of Performance<br>DoDAAC: W90NM5<br>CountryCode: USA<br>W6B8 USAG DPW BLDG AD GRDS<br>1334 1ST STREET BLDG 2222, FORT LEONARD WOOD MO 65473-5000 FORT LEONARD WOOD, MO 65473-5000 UNITED STATES<br><br>**Period of Performance**<br>From<br>28 Sep 2027<br>To<br>27 Sep 2028 |
| 1002 | **Quantity** 1 Job<br><br>**Address and POC**<br>Place of Performance<br>DoDAAC: W90NM5<br>CountryCode: USA |

| | |
|---|---|
| | W6B8 USAG DPW BLDG AD GRDS<br>1334 1ST STREET BLDG 2222, FORT LEONARD WOOD MO 65473-5000 FORT LEONARD WOOD, MO 65473-5000 UNITED STATES<br><br>**Period of Performance**<br>From<br>28 Sep 2027<br>To<br>27 Sep 2028 |
| 2001 | **Quantity** 1 Job<br><br>**Address and POC**<br>Place of Performance<br>DoDAAC: W90NM5<br>CountryCode: USA<br>W6B8 USAG DPW BLDG AD GRDS<br>1334 1ST STREET BLDG 2222, FORT LEONARD WOOD MO 65473-5000 FORT LEONARD WOOD, MO 65473-5000 UNITED STATES<br><br>**Period of Performance**<br>From<br>28 Sep 2028<br>To<br>27 Sep 2029 |
| 2002 | **Quantity** 1 Job<br><br>**Address and POC**<br>Place of Performance<br>DoDAAC: W90NM5<br>CountryCode: USA<br>W6B8 USAG DPW BLDG AD GRDS<br>1334 1ST STREET BLDG 2222, FORT LEONARD WOOD MO 65473-5000 FORT LEONARD WOOD, MO 65473-5000 UNITED STATES |

| | |
|---|---|
| | **Period of Performance**<br>From<br>28 Sep 2028<br>To<br>27 Sep 2029 |
| 3001 | **Quantity** 1 Job<br><br>**Address and POC**<br>Place of Performance<br>DoDAAC: W90NM5<br>CountryCode: USA<br>W6B8 USAG DPW BLDG AD GRDS<br>1334 1ST STREET BLDG 2222, FORT LEONARD WOOD MO 65473-5000 FORT LEONARD WOOD, MO 65473-5000 UNITED STATES<br><br>**Period of Performance**<br>From<br>28 Sep 2029<br>To<br>27 Sep 2030 |
| 3002 | **Quantity** 1 Job<br><br>**Address and POC**<br>Place of Performance<br>DoDAAC: W90NM5<br>CountryCode: USA<br>W6B8 USAG DPW BLDG AD GRDS<br>1334 1ST STREET BLDG 2222, FORT LEONARD WOOD MO 65473-5000 FORT LEONARD WOOD, MO 65473-5000 UNITED STATES |

| | |
|---|---|
| | **Period of Performance**<br>From<br>28 Sep 2029<br>To<br>27 Sep 2030 |
| 4001 | **Quantity** 1 Job<br><br>**Address and POC**<br>Place of Performance<br>DoDAAC: W90NM5<br>CountryCode: USA<br>W6B8 USAG DPW BLDG AD GRDS<br>1334 1ST STREET BLDG 2222, FORT LEONARD WOOD MO 65473-5000 FORT LEONARD WOOD, MO 65473-5000 UNITED STATES<br><br>**Period of Performance**<br>From<br>28 Sep 2030<br>To<br>27 Sep 2031 |
| 4002 | **Quantity** 1 Job<br><br>**Address and POC**<br>Place of Performance<br>DoDAAC: W90NM5<br>CountryCode: USA<br>W6B8 USAG DPW BLDG AD GRDS<br>1334 1ST STREET BLDG 2222, FORT LEONARD WOOD MO 65473-5000 FORT LEONARD WOOD, MO 65473-5000 UNITED STATES<br><br>**Period of Performance**<br>From<br>28 Sep 2030 |

| | |
|---|---|
| | To<br>27 Sep 2031 |

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.242-17 | Government Delay of Work. | 1984-04 | | |

**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.

Construction & Facilities Management Invoice

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

N/A

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) ) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| Field Name in WAWF | Data to be entered in WAWF |
|---|---|
| Pay Official DoDAAC | HQ090 |
| Issue By DoDAAC | W911S7 |
| Admin DoDAAC | W911S7 |
| Inspect By DoDAAC | W90NM5 |
| Ship To Code | ____ |
| Ship From Code | ____ |
| Mark For Code | ____ |
| Service Approver (DoDAAC) | W90NM5 |
| Service Acceptor (DoDAAC) | W911S7 |

Accept at Other DoDAAC ____
LPO DoDAAC ____
DCAA Auditor DoDAAC ____
Other DoDAAC(s) ____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(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.

N/A

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

# Section 01 00 00 - General Requirements

## Requirements

1. This invitation for bid (IFB) will result in a single award contract for Paint and Repairs Indefinite Quantity Indefinite Delivery (IDIQ) Requirements located at Fort Leonard Wood, MO and the Lake of the Ozarks Area (LORA), Linn Creek, MO. 2. This acquisition is being solicited as a Service-Disabled Veteran-Owned Small Business (SDVOSB) Set Aside. Only SDVOSB are eligible to submit offers for this solicitation. 3. The total estimated magnitude of this contract is between $5,000,000 and $10,000,000. 4. The awarded contract is expected to be a five (5) year contract with a Base Year of twelve (12) months and four (4) option periods of twelve (12) months each. 5. The North American Industry Classification System (NAICS) Code is 238320, with a size standard of $19 million. 6. There will be no Site Visit held for this requirement. 7. The point of contract for this requirement is Zackery Zakhireh, Contract Specialist, at zackery.m.zakhireh.civ@army.mil and Blia Vue, Contracting Officer, at blia.vue.civ@army.mil. 8. Written questions will be submitted to the Contract Specialist and Contracting Officer no later than 1:00 PM (CST) on 23 July 2026. 9. Bids are due no later than 2:00 PM (CST) on 18 August 2026. 10. A bid guarantee (SF24) is required and shall be provided in the amount of 20% of the overall bid, not to exceed (NTE) $3,000,000.00. 11. An initial payment and performance bond (SF25) in the amount of base year, NTE $750,000.00, shall be submitted to contracting office 10 days after award. Increase in surety for excess obligations.