

|                                                                                           |  |                                        |                                                                                                                                                                                                                   |                                                                   |                     |
|-------------------------------------------------------------------------------------------|--|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|---------------------|
| <b>SOLICITATION, OFFER,<br/>AND AWARD</b><br><i>(Construction, Alteration, or Repair)</i> |  | 1. SOLICITATION NUMBER<br><br>         | 2. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input type="checkbox"/> INVITATION FOR BID<br><input type="checkbox"/> NEGOTIATED (RFP)<br><input type="checkbox"/> REQUEST FOR PROPOSAL | 3. DATE ISSUED<br><br>                                            | PAGE    OF    PAGES |
| <b>IMPORTANT</b> - The "offer" section on the reverse must be fully completed by offeror. |  |                                        |                                                                                                                                                                                                                   |                                                                   |                     |
| 4. CONTRACT NUMBER                                                                        |  | 5. REQUISITION/PURCHASE REQUEST NUMBER |                                                                                                                                                                                                                   | 6. PROJECT NUMBER                                                 |                     |
| 7. ISSUED BY<br><br>                                                                      |  | CODE<br><br>                           | 8. ADDRESS OFFER TO<br><br>                                                                                                                                                                                       |                                                                   |                     |
| 9. FOR INFORMATION CALL:                                                                  |  | a. NAME                                |                                                                                                                                                                                                                   | b. TELEPHONE NUMBER <i>(Include area code) (NO COLLECT CALLS)</i> |                     |

**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)*

11. The contractor shall begin performance within \_\_\_\_\_ calendar days and complete it within \_\_\_\_\_ calendar days after receiving  
☐ award,    ☐ notice to proceed. This performance period is ☐ mandatory    ☐ negotiable. **(See \_\_\_\_\_).**

|                                                                                                                                                                                                                                |                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?<br><i>(If "YES", indicate within how many calendar days after award in Item 12b.)</i><br><input type="checkbox"/> YES <input type="checkbox"/> NO | 12b. CALENDAR DAYS |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|

13. ADDITIONAL SOLICITATION REQUIREMENTS:

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

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

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

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

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

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

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

AMOUNTS



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

**19. ACKNOWLEDGMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

| AMENDMENT<br>NUMBER |  |  |  |  |  |  |  |  |  |  |
|---------------------|--|--|--|--|--|--|--|--|--|--|
| DATE                |  |  |  |  |  |  |  |  |  |  |

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

20b. SIGNATURE

20c. OFFER DATE

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

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES  
CODE AT

☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

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

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

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

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

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

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. DATE

BY

## Section A - Solicitation/Contract Form

FY26\_42CES\_PNQS 09-4491 Repair of Dining Facility Bldg. 668

NAICS: 236220

Size Standard: USD 45,000,000.00 Annual receipts

Small Business Type: Service-Disabled Veteran-Owned Small Business

Set Aside Percent: 100

Product Service Code: Z2FD

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

| Item | Supplies / Services                                                                         | Quantity | Unit | Unit Price | Amount |
|------|---------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0001 | Kitchen Equipment<br>Product Service Code: Z2FD<br>Pricing Arrangement: Firm Fixed Price    | 1        | Each |            |        |
| 0002 | Renovation Bldg. 668<br>Product Service Code: Z2FD<br>Pricing Arrangement: Firm Fixed Price | 1        | Each |            |        |

## Section C - Description/Specifications/Statement of Work

### Requirements

Project Title: FY26\_42CES\_PNQS-09-4491 Repair Dining Facility Bldg. 668  
Project Location: Maxwell AFB, AL

The work covered by these specifications consists of furnishing all plant, labor, equipment and materials and performing all operations in connection with the REPAIR DINING FACILITY, BUILDING 668 to include all areas as indicated on drawings and in strict accordance with these specifications and applicable drawings and subject to terms and conditions of the contract. The contractor shall have 516 calendar days to complete the work in two phases: Procurement phase and Construction phase.

In accordance with FAR 36.204 - Disclosure of the magnitude of construction projects the estimated magnitude of this construction project is between \$5,000,000 and \$10,000,000.

## Section D - Packaging and Marking

## Section E - Inspection and Acceptance

### FAR Clauses Incorporated by Reference

| Number                                           | Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Effective Date | Alternate/ Deviation | Variation Effective Date |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------|--------------------------|
| 52.246-12                                        | Inspection of Construction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Aug 1996       |                      |                          |
| Overall Contract Inspection/Acceptance Locations |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                |                      |                          |
| 0001                                             | <p>Inspection and Acceptance Location</p> <p>Both<br/>Destination<br/>Instructions: 42 CES/CEN is designated as the office responsible for inspecting the work while the CO is responsible for final acceptance of the work.</p> <p>DoDAAC: F2X3CE<br/>CountryCode: USA</p> <p>F2X3CE 42 ABW CE<br/>AF NO MILSBILL PROC CP 3349536268, 400 CANNON ST BLDG 1060<br/>MAXWELL AFB, AL 36112-5978<br/>UNITED STATES</p> <p>Wayne Cooper<br/>Email: wayne.cooper.1@us.af.mil<br/>Telephone: 3349539922</p> |                |                      |                          |
| 0002                                             | <p>Inspection and Acceptance Location</p> <p>Both<br/>Destination<br/>Instructions: 42 CES/CEN is designated as the office responsible for inspecting the work while the CO is responsible for final acceptance of the work.</p> <p>DoDAAC: F2X3CE<br/>CountryCode: USA</p> <p>F2X3CE 42 ABW CE<br/>AF NO MILSBILL PROC CP 3349536268, 400 CANNON ST BLDG 1060<br/>MAXWELL AFB, AL 36112-5978<br/>UNITED STATES</p> <p>Wayne Cooper<br/>Email: wayne.cooper.1@us.af.mil<br/>Telephone: 3349539922</p> |                |                      |                          |

## Section F - Deliveries or Performance

Overall Contract Delivery Period

| Line Item | Delivery Schedule                                                                                                                        | Quantity | Address and POC                                                                                                                                                                                                                                                             |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0001      | Delivery Schedule<br>From date of lead time event to completion of performance<br>516 Calendar Days<br>Date of Notice to Proceed Receipt | 1 Each   | Place of Performance<br>DoDAAC: F2X3CE<br>CountryCode: USA<br>F2X3CE 42 ABW CE<br>AF NO MILSBILL PROC CP 3349536268, 400 CANNON ST BLDG 1060<br>MAXWELL AFB, AL 36112-5978<br>UNITED STATES<br><br>Wayne Cooper<br>Email: wayne.cooper.1@us.af.mil<br>Telephone: 3349539922 |
| 0002      | Delivery Schedule<br>From date of lead time event to completion of performance<br>516 Calendar Days<br>Date of Notice to Proceed Receipt | 1 Each   | Place of Performance<br>DoDAAC: F2X3CE<br>CountryCode: USA<br>F2X3CE 42 ABW CE<br>AF NO MILSBILL PROC CP 3349536268, 400 CANNON ST BLDG 1060<br>MAXWELL AFB, AL 36112-5978<br>UNITED STATES<br><br>Wayne Cooper<br>Email: wayne.cooper.1@us.af.mil<br>Telephone: 3349539922 |

## Section G - Contract Administration Data

### DFARS Clauses Incorporated by Reference

| Number       | Title                                                            | Effective Date | Alternate/ Deviation | Variation Effective Date |
|--------------|------------------------------------------------------------------|----------------|----------------------|--------------------------|
| 252.231-7000 | Supplemental Cost Principles                                     | Dec 1991       |                      |                          |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports. | Dec 2018       |                      |                          |
| 252.236-7000 | Modification Proposals--Price Breakdown.                         | Dec 1991       |                      |                          |

### DFARS Clauses Incorporated by Full Text

**252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)**

#### 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.

N/A

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

#### Construction Payment Invoice

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

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

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

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

*[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       | <u>F87700</u> |
| Issue By DoDAAC           | <u>FA3300</u> |
| Admin DoDAAC              | <u>FA3300</u> |
| Inspect By DoDAAC         | <u>F2XC3E</u> |
| Ship To Code              | <u>N/A</u>    |
| Ship From Code            | <u>N/A</u>    |
| Mark For Code             | <u>N/A</u>    |
| Service Approver (DoDAAC) | <u>FA3300</u> |
| Service Acceptor (DoDAAC) | <u>FA3300</u> |
| Accept at Other DoDAAC    | <u>N/A</u>    |
| LPO DoDAAC                | <u>N/A</u>    |
| DCAA Auditor DoDAAC       | <u>N/A</u>    |
| Other DoDAAC(s)           | <u>N/A</u>    |

(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.

Not Applicable.

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

(End of clause)

## Section H - Special Contract Requirements

## Section I - Contract Clauses

### FAR Clauses Incorporated by Reference

| Number    | Title                                                                                                                                                | Effective Date | Alternate/<br>Deviation | Variation<br>Effective Date |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------------------|-----------------------------|
| 52.202-1  | Definitions.                                                                                                                                         | Jun 2020       |                         |                             |
| 52.203-3  | Gratuities.                                                                                                                                          | Apr 1984       |                         |                             |
| 52.203-5  | Covenant Against Contingent Fees.                                                                                                                    | May 2014       |                         |                             |
| 52.203-6  | Restrictions on Subcontractor Sales to the Government.                                                                                               | Jun 2020       |                         |                             |
| 52.203-7  | Anti-Kickback Procedures.                                                                                                                            | Jun 2020       |                         |                             |
| 52.203-8  | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.                                                                    | May 2014       |                         |                             |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity.                                                                                            | May 2014       |                         |                             |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions.                                                                                    | Jun 2020       |                         |                             |
| 52.203-13 | Contractor Code of Business Ethics and Conduct.                                                                                                      | Nov 2021       |                         |                             |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.                                                                  | Jan 2017       |                         |                             |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards.                                                                                  | Jun 2020       |                         |                             |
| 52.204-13 | System for Award Management Maintenance.                                                                                                             | Oct 2018       |                         |                             |
| 52.204-18 | Commercial and Government Entity Code Maintenance.                                                                                                   | Aug 2020       |                         |                             |
| 52.204-19 | Incorporation by Reference of Representations and Certifications.                                                                                    | Dec 2014       |                         |                             |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.                             | Dec 2023       |                         |                             |
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.                                              | Nov 2021       |                         |                             |
| 52.204-27 | Prohibition on a ByteDance Covered Application.                                                                                                      | Jun 2023       |                         |                             |
| 52.209-6  | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded       | Jan 2025       |                         |                             |
| 52.209-9  | Updates of Publicly Available Information Regarding Responsibility Matters.                                                                          | Oct 2018       |                         |                             |
| 52.209-10 | Prohibition on Contracting with Inverted Domestic Corporations.                                                                                      | Nov 2015       |                         |                             |
| 52.210-1  | Market Research.                                                                                                                                     | Nov 2021       |                         |                             |
| 52.215-2  | Audit and Records-Negotiation.                                                                                                                       | Jun 2020       |                         |                             |
| 52.215-8  | Order of Precedence-Uniform Contract Format.                                                                                                         | Oct 1997       |                         |                             |
| 52.215-23 | Limitations on Pass-Through Charges.                                                                                                                 | Jun 2020       |                         |                             |
| 52.219-8  | Utilization of Small Business Concerns.                                                                                                              | Jan 2025       |                         |                             |
| 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. | Feb 2024       |                         |                             |
| 52.222-3  | Convict Labor.                                                                                                                                       | Jun 2003       |                         |                             |
| 52.222-6  | Construction Wage Rate Requirements.                                                                                                                 | Aug 2018       |                         |                             |
| 52.222-7  | Withholding of Funds.                                                                                                                                | May 2014       |                         |                             |
| 52.222-8  | Payrolls and Basic Records.                                                                                                                          | Jul 2021       |                         |                             |
| 52.222-9  | Apprentices and Trainees.                                                                                                                            | Jul 2005       |                         |                             |
| 52.222-10 | Compliance with Copeland Act Requirements.                                                                                                           | Feb 1988       |                         |                             |
| 52.222-11 | Subcontracts (Labor Standards).                                                                                                                      | May 2014       |                         |                             |
| 52.222-12 | Contract Termination-Debarment.                                                                                                                      | May 2014       |                         |                             |
| 52.222-13 | Compliance with Construction Wage Rate Requirements and Related Regulations.                                                                         | May 2014       |                         |                             |
| 52.222-14 | Disputes Concerning Labor Standards.                                                                                                                 | Feb 1988       |                         |                             |
| 52.222-15 | Certification of Eligibility.                                                                                                                        | May 2014       |                         |                             |
| 52.222-35 | Equal Opportunity for Veterans.                                                                                                                      | Jun 2020       |                         |                             |
| 52.222-36 | Equal Opportunity for Workers with Disabilities.                                                                                                     | Jun 2020       |                         |                             |
| 52.222-37 | Employment Reports on Veterans.                                                                                                                      | Jun 2020       |                         |                             |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act.                                                                              | Dec 2010       |                         |                             |
| 52.222-50 | Combating Trafficking in Persons.                                                                                                                    | Nov 2021       |                         |                             |
| 52.222-54 | Employment Eligibility Verification.                                                                                                                 | Jan 2025       |                         |                             |
| 52.222-55 | Minimum Wages for Contractor Workers Under Executive Order 14026.                                                                                    | Jan 2022       |                         |                             |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706.                                                                                                         | Jan 2022       |                         |                             |
| 52.223-5  | Pollution Prevention and Right-to-Know Information.                                                                                                  | May 2024       |                         |                             |
| 52.223-21 | Foams.                                                                                                                                               | May 2024       |                         |                             |
| 52.223-23 | Sustainable Products and Services.                                                                                                                   | May 2024       |                         |                             |
| 52.225-11 | Buy American-Construction Materials under Trade Agreements. (Alternate I)                                                                            | Nov 2023       | Alternate I             | Nov 2023                    |
| 52.225-13 | Restrictions on Certain Foreign Purchases.                                                                                                           | Feb 2021       |                         |                             |
| 52.226-7  | Drug-Free Workplace.                                                                                                                                 | May 2024       |                         |                             |
| 52.226-8  | Encouraging Contractor Policies to Ban Text Messaging While Driving.                                                                                 | May 2024       |                         |                             |
| 52.228-2  | Additional Bond Security.                                                                                                                            | Oct 1997       |                         |                             |
| 52.228-5  | Insurance-Work on a Government Installation.                                                                                                         | Jan 1997       |                         |                             |
| 52.228-11 | Individual Surety-Pledge of Assets.                                                                                                                  | Feb 2021       |                         |                             |
| 52.228-12 | Prospective Subcontractor Requests for Bonds.                                                                                                        | Dec 2022       |                         |                             |
| 52.228-14 | Irrevocable Letter of Credit.                                                                                                                        | Nov 2014       |                         |                             |
| 52.228-15 | Performance and Payment Bonds-Construction.                                                                                                          | Jun 2020       |                         |                             |
| 52.229-3  | Federal, State, and Local Taxes.                                                                                                                     | Feb 2013       |                         |                             |
| 52.229-12 | Tax on Certain Foreign Procurements.                                                                                                                 | Feb 2021       |                         |                             |
| 52.232-8  | Discounts for Prompt Payment.                                                                                                                        | Feb 2002       |                         |                             |
| 52.232-17 | Interest.                                                                                                                                            | May 2014       |                         |                             |
| 52.232-18 | Availability of Funds.                                                                                                                               | Apr 1984       |                         |                             |
| 52.232-23 | Assignment of Claims.                                                                                                                                | May 2014       |                         |                             |
| 52.232-27 | Prompt Payment for Construction Contracts.                                                                                                           | Jan 2017       |                         |                             |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management.                                                                                    | Oct 2018       |                         |                             |

|           |                                                                                                                             |          |             |          |
|-----------|-----------------------------------------------------------------------------------------------------------------------------|----------|-------------|----------|
| 52.232-39 | Unenforceability of Unauthorized Obligations.                                                                               | Jun 2013 |             |          |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors.                                                            | Mar 2023 |             |          |
| 52.233-1  | Disputes.                                                                                                                   | May 2014 |             |          |
| 52.233-3  | Protest after Award.                                                                                                        | Aug 1996 |             |          |
| 52.233-4  | Applicable Law for Breach of Contract Claim.                                                                                | Oct 2004 |             |          |
| 52.236-2  | Differing Site Conditions.                                                                                                  | Apr 1984 |             |          |
| 52.236-3  | Site Investigation and Conditions Affecting the Work.                                                                       | Apr 1984 |             |          |
| 52.236-5  | Material and Workmanship.                                                                                                   | Apr 1984 |             |          |
| 52.236-6  | Superintendence by the Contractor.                                                                                          | Apr 1984 |             |          |
| 52.236-7  | Permits and Responsibilities.                                                                                               | Nov 1991 |             |          |
| 52.236-8  | Other Contracts.                                                                                                            | Apr 1984 |             |          |
| 52.236-9  | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.                                      | Apr 1984 |             |          |
| 52.236-10 | Operations and Storage Areas.                                                                                               | Apr 1984 |             |          |
| 52.236-11 | Use and Possession Prior to Completion.                                                                                     | Apr 1984 |             |          |
| 52.236-12 | Cleaning Up.                                                                                                                | Apr 1984 |             |          |
| 52.236-13 | Accident Prevention.                                                                                                        | Nov 1991 |             |          |
| 52.236-15 | Schedules for Construction Contracts.                                                                                       | Apr 1984 |             |          |
| 52.236-21 | Specifications and Drawings for Construction.                                                                               | Feb 1997 |             |          |
| 52.236-26 | Preconstruction Conference.                                                                                                 | Feb 1995 |             |          |
| 52.240-1  | Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities. | Nov 2024 |             |          |
| 52.242-13 | Bankruptcy.                                                                                                                 | Jul 1995 |             |          |
| 52.242-14 | Suspension of Work.                                                                                                         | Apr 1984 |             |          |
| 52.243-4  | Changes.                                                                                                                    | Jun 2007 |             |          |
| 52.244-6  | Subcontracts for Commercial Products and Commercial Services.                                                               | Jan 2025 |             |          |
| 52.246-21 | Warranty of Construction.                                                                                                   | Mar 1994 |             |          |
| 52.249-2  | Termination for Convenience of the Government (Fixed-Price).                                                                | Apr 2012 |             |          |
| 52.249-2  | Termination for Convenience of the Government (Fixed-Price). (Alternate I)                                                  | Apr 2012 | Alternate I | Sep 1996 |
| 52.249-10 | Default (Fixed-Price Construction).                                                                                         | Apr 1984 |             |          |
| 52.253-1  | Computer Generated Forms.                                                                                                   | Jan 1991 |             |          |

## DFARS Clauses Incorporated by Reference

| Number       | Title                                                                                                                       | Effective Date | Alternate/<br>Deviation | Variation<br>Effective<br>Date |
|--------------|-----------------------------------------------------------------------------------------------------------------------------|----------------|-------------------------|--------------------------------|
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials.                                                              | Sep 2011       |                         |                                |
| 252.203-7001 | Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.                                       | Jan 2023       |                         |                                |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights.                                                                    | Dec 2022       |                         |                                |
| 252.203-7003 | Agency Office of the Inspector General.                                                                                     | Aug 2019       |                         |                                |
| 252.203-7004 | Display of Hotline Posters.                                                                                                 | Jan 2023       |                         |                                |
| 252.204-7003 | Control of Government Personnel Work Product.                                                                               | Apr 1992       |                         |                                |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting.                                                      | May 2024       |                         |                                |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.                                 | Jan 2023       |                         |                                |
| 252.204-7020 | NIST SP 800-171 DoD Assessment Requirements.                                                                                | Nov 2023       |                         |                                |
| 252.205-7000 | Provision of Information to Cooperative Agreement Holders.                                                                  | Oct 2024       |                         |                                |
| 252.209-7004 | Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. | May 2019       |                         |                                |
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements.                                                                | Jan 2023       |                         |                                |
| 252.223-7006 | Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.                                            | Sep 2014       |                         |                                |
| 252.223-7008 | Prohibition of Hexavalent Chromium.                                                                                         | Jan 2023       |                         |                                |
| 252.225-7012 | Preference for Certain Domestic Commodities.                                                                                | Apr 2022       |                         |                                |
| 252.225-7048 | Export-Controlled Items.                                                                                                    | Jun 2013       |                         |                                |
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime.                                                           | Jan 2023       |                         |                                |
| 252.225-7058 | Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.                               | Jan 2023       |                         |                                |
| 252.225-7060 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.                                             | Jun 2023       |                         |                                |
| 252.226-7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.        | Jan 2023       |                         |                                |
| 252.232-7010 | Levies on Contract Payments.                                                                                                | Dec 2006       |                         |                                |
| 252.242-7006 | Accounting System Administration.                                                                                           | Jan 2025       |                         |                                |
| 252.243-7001 | Pricing of Contract Modifications.                                                                                          | Dec 1991       |                         |                                |
| 252.243-7002 | Requests for Equitable Adjustment.                                                                                          | Dec 2022       |                         |                                |
| 252.244-7000 | Subcontracts for Commercial Products or Commercial Services.                                                                | Nov 2023       |                         |                                |
| 252.246-7004 | Safety of Facilities, Infrastructure, and Equipment for Military Operations.                                                | Oct 2010       |                         |                                |
| 252.247-7023 | Transportation of Supplies by Sea.                                                                                          | Oct 2024       |                         |                                |

## FAR Clauses Incorporated by Full Text

**52.203-14 Display of Hotline Poster(s).** (Nov 2021)

Display of Hotline Poster(s) (Nov 2021)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

|           |             |
|-----------|-------------|
| Poster(s) | Obtain from |
| _____     | _____       |

(Contracting Officer shall insert-

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract-

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

#### 52.204-1 Approval of Contract.

(Dec 1989)

Approval of Contract (Dec 1989)

This contract is subject to the written approval of the contracting officer and shall not be binding until so approved.

(End of clause)

#### 52.211-10 Commencement, Prosecution, and Completion of Work.

(Apr 1984)

Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 516.\* The time stated for completion shall include final cleanup of the premises.

(End of clause)

#### 52.211-12 Liquidated Damages-Construction.

(Sep 2000)

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 \$834.00 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)

#### 52.219-14 Limitations on Subcontracting.

(Oct 2022)

Limitations on Subcontracting (Oct 2022)

(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 subparts 19.8, 19.13, 19.14, and 19.15;
- (4) Orders expected to exceed the simplified acquisition threshold and that are-
  - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
  - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
- (5) Orders, regardless of dollar value, that are-
  - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
  - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); 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) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
- (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
- (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

(End of clause)

## **52.219-28 Postaward Small Business Program Rerepresentation.**

**(Jan 2025)**

Postaward Small Business Program Rerepresentation (Jan 2025)

(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 (d) 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 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 (f) of this clause or, if applicable, paragraph (h) 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) If the Contractor represented its status as any of the small business concerns identified at 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)-

(1) Set aside exclusively for a small business concern identified at 19.000(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract ( e.g., an order set aside for a woman-owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);

(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract ( e.g., an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);

(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract ( e.g., an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and

(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405-5(b) and 19.301-2(b)(2)).

(d) 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>.

(e) 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.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraphs (b) and (c) 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, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) 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 (f) or (h) of this clause.

(h) 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 (h)(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) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a women-owned small business concern.

(4) 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: \_\_\_\_.

(5) 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: \_\_\_\_.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause. ] The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) 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: \_\_\_\_.

(9) [ Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause. ] The Contractor represents that-

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [ ] The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[ ] Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

## **52.225-11 Buy American-Construction Materials under Trade Agreements.**

**(Nov 2023)**

Buy American-Construction Materials under Trade Agreements (Nov 2023)

(a) Definitions. As used in this clause-

Caribbean Basin country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or 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.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

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.

(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.

Free Trade Agreement country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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.

WTO GPA country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(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 material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause 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"]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) 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 restrictions 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 does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign 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)(4)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(4)(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 offer of foreign 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)(4)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(4)(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 Act 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)(4) 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)(4)(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.

(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 |
| Item1                                                        |                 |       |          |
| Foreign construction material                                | _____           | _____ | _____    |
| Domestic construction material                               | _____           | _____ | _____    |
| Item1                                                        |                 |       |          |
| 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)

## 52.232-5 Payments under Fixed-Price Construction Contracts.

(May 2014)

### 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 8 thday 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 of 1940 (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)

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

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

(c) Approval and payment of requests.

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

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

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

(d) Liquidation of performance-based payments.

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

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

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

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

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

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

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

(f) Title.

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

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

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

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

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

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

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

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

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

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

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

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

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

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

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

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

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

(k) Reservation of rights.

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

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

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

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

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

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

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

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

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on \_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on \_\_\_\_ ) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

**52.248-3 Value Engineering-Construction.**

**(Oct 2020)**

Value Engineering-Construction (Oct 2020)

(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 \$75,000 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.**

**(Feb 1998)**

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):

[www.acquisition.gov](http://www.acquisition.gov)

(End of clause)

#### **52.252-4 Alterations in Contract.**

**(Apr 1984)**

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

N/A.

(End of clause)

#### **52.252-6 Authorized Deviations in Clauses.**

**(Nov 2020)**

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 \_\_\_\_ (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**

#### **252.232-7012 Performance-Based Payments-Whole-Contract Basis.**

**(Dec 2022)**

PERFORMANCE-BASED PAYMENTS-WHOLE-CONTRACT BASIS (DEC 2022)

(a) Performance-based payments shall form the basis for the contract financing payments provided under this contract, and shall apply to the whole contract. The performance-based payments schedule (Contract Attachment as reflected in contractor-submitted progress reports reviewed and accepted by the Government) describes the basis for payment, to include identification of the individual payment events, evidence of completion, and amount of payment due upon completion of each event.

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

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

Current performance-based payment(s) event(s) addressed by this request:

Contractor shall identify- Amount Totals

(1a) Negotiated value of all previously completed performance-based payment(s) event(s); \_\_\_\_\_

(1b) Negotiated value of the current performance-based payment(s) event(s); \_\_\_\_\_

(1c) Cumulative negotiated value of performance-based payment(s) events completed to date (1a) + (1b); and \_\_\_\_\_

(2) Total costs incurred to date. \_\_\_\_\_

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

(d) Security for financing.

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

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

(A) A paramount lien on assets.

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

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

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

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

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

(End of clause)

## **252.236-7001 Contract Drawings and Specifications.**

**(Aug 2000)**

### **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. |
|-------|------|-------------|
|-------|------|-------------|

## Supplemental Clauses Incorporated by Full Text

### 5352.201-9101 AETC Ombudsman

(Jul 2023)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, Primary: Mr. David E. Jones, Deputy Director of Contracting, AFICC/KT (OL-AET), Telephone Numbers: (210) 652-1722 (DSN:487-1722); or Alternate: Mr. Todd S. Joyner, Chief, Clearance & Program Support Division, Telephone Number: (210) 652-7075 (DSN: 487-7075). Address:2035 First Street West, JBSA Randolph TX 78150-4304. E-mail Addresses: david.jones.3@us.af.mil and todd.joyner@us.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting),SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571)256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

(End of clause)

### 5352.242-9000 Contractor Access to Air Force Installations

(Jun 2024)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Department of the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a REAL ID-compliant credential. If unavailable, acceptable alternatives include a U.S. passport, TWIC, VHIC, or a combination of a birth certificate, Social Security card, and a non-compliant driver's license--each showing the same legal name or supported by legal name change documentation. Additionally, individuals must present current vehicle registration and valid vehicle insurance to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Integrated Defense, and DODMAN5200.02\_AFMAN 16-1405, Air Force Personnel Security Program.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) The contractor shall provide an after-hours contact number or after-hours email in the Emergency Mass Notification System (EMNS) for each of their personnel, whose normal place of duty is on a DoD installation or within a DoD facility. The contractor shall comply with any additional requirements in DAFMAN 10-206 for emergency operational reporting. Foreign Nationals may participate and may remove themselves from the Emergency Mass Notification System at any time. To update information, personnel can access the globe icon on their system desktop screens and choose the "Access Self-Service" option.

(g) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

## Section J - List of Attachments

| Number | Attachment Name                                                                                     | Attachment Description         | Reference Identifier | Date           | Line Item |
|--------|-----------------------------------------------------------------------------------------------------|--------------------------------|----------------------|----------------|-----------|
| 01     | Attch 1<br>PNQS-09-4491<br>Repair Dining<br>Facility Bldg. 668 -<br>Specifications                  | Specification                  |                      | 30 Oct<br>2025 |           |
| 02     | Attch 2<br>PNQS-09-4491<br>Repair Dining<br>Facility Bldg. 668 -<br>Drawings                        | Drawings                       |                      | 30 Oct<br>2025 |           |
| 03     | Attch 3<br>PNQS-09-4491<br>Repair Dining<br>Facility Bldg. 668 -<br>Wage<br>Determination           | Wage Determination             |                      | 30 Oct<br>2025 |           |
| 04     | Attch 4<br>PNQS-09-4491<br>Repair Dining<br>Facility Bldg. 668 -<br>Blank 3052                      | 3052                           |                      | 30 Oct<br>2025 |           |
| 05     | Attch 5<br>PNQS-09-4491<br>Repair Dining<br>Facility Bldg. 668 -<br>Section L                       | Section L                      |                      | 30 Oct<br>2025 |           |
| 06     | Attch 6<br>PNQS-09-4491<br>Repair Dining<br>Facility Bldg. 668 -<br>Section M                       | Section M                      |                      | 30 Oct<br>2025 |           |
| 07     | Attch 7<br>PNQS-09-4491<br>Repair Dining<br>Facility Bldg 668<br>-Past Performance<br>Questionnaire | Past Performance Questionnaire |                      | 30 Oct<br>2025 |           |
| 08     | Attch 8<br>PNQS-09-4491<br>Repair Dining<br>Facility Bldg. 668 -<br>Past Performance<br>Information | Past Performance Information   |                      | 30 Oct<br>2025 |           |
| 09     | Attch 9<br>PNQS-09-4491<br>Repair Dining<br>Facility Bldg. 668 -<br>Subcontractor<br>Consent Letter | Subcontractor Consent Letter   |                      | 30 Oct<br>2025 |           |

## Section K - Representations, Certification, & Other Statements

### FAR Clauses Incorporated by Reference

| Number    | Title                                                                                             | Effective Date | Alternate/ Deviation | Variation Effective Date |
|-----------|---------------------------------------------------------------------------------------------------|----------------|----------------------|--------------------------|
| 52.204-17 | Ownership or Control of Offeror.                                                                  | Aug 2020       |                      |                          |
| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. | Nov 2021       |                      |                          |
| 52.204-26 | Covered Telecommunications Equipment or Services-Representation.                                  | Oct 2020       |                      |                          |
| 52.209-2  | Prohibition on Contracting with Inverted Domestic Corporations-Representation.                    | Nov 2015       |                      |                          |
| 52.209-7  | Information Regarding Responsibility Matters.                                                     | Oct 2018       |                      |                          |
| 52.209-13 | Violation of Arms Control Treaties or Agreements-Certification.                                   | Nov 2021       |                      |                          |
| 52.222-38 | Compliance with Veterans' Employment Reporting Requirements.                                      | Feb 2016       |                      |                          |
| 52.229-11 | Tax on Certain Foreign Procurements-Notice and Representation.                                    | Jun 2020       |                      |                          |

### DFARS Clauses Incorporated by Reference

| Number       | Title                                                                                                      | Effective Date | Alternate/ Deviation | Variation Effective Date |
|--------------|------------------------------------------------------------------------------------------------------------|----------------|----------------------|--------------------------|
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials.                                           | Sep 2022       |                      |                          |
| 252.204-7008 | Compliance with Safeguarding Covered Defense Information Controls.                                         | Oct 2016       |                      |                          |
| 252.204-7017 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. | May 2021       |                      |                          |
| 252.225-7055 | Representation Regarding Business Operations with the Maduro Regime.                                       | May 2022       |                      |                          |
| 252.225-7057 | Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.               | Aug 2022       |                      |                          |
| 252.225-7059 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.             | Jun 2023       |                      |                          |

### FAR Clauses Incorporated by Full Text

|          |                                                                                  |            |                      |            |
|----------|----------------------------------------------------------------------------------|------------|----------------------|------------|
| 52.204-8 | Annual Representations and Certifications. (DEVIATION 2025-O0003 and 2025-O0004) | (Jan 2025) | Deviation 2025-O0004 | (Mar 2025) |
|----------|----------------------------------------------------------------------------------|------------|----------------------|------------|

Annual Representations and Certifications (MAR 2025)(DEVIATION 2025-O0003 and 2025-O0004)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$45M.

(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 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.

(b)

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

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

(i) Paragraph (d) applies.

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

(c)

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
  - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (xiv) [Reserved]
- (xv) [Reserved]
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xix) [Reserved]
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$50,000, the basic provision applies.
  - (B) If the acquisition value is \$50,000 or more but is less than \$100,000, the provision with its Alternate II applies.
  - (C) If the acquisition value is \$100,000 or more but is less than \$102,280, the provision with its Alternate III applies.
- (xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
- (xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer:
- X (i) 52.204-17, Ownership or Control of Offeror.

X (ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

| FAR Clause # | Title | Date | Change |
|--------------|-------|------|--------|
| _____        |       |      |        |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

#### **52.204-29 Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures.**

**(Dec 2023)**

Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures (Dec 2023)

(a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(c) Procedures.

(1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)( <https://www.sam.gov>) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) Disclosures. The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

## DFARS Clauses Incorporated by Full Text

### 252.204-7007 Alternate A, Annual Representations and Certifications.

(Oct 2024)

Alternate A

(Oct 2024)

#### ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2024)

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

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

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

(i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

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

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

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

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

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

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.sam.gov>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate,

complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[Offeror to insert changes, identifying change by provision number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR/DFARS Provision # | Title | Date  | Change |
|-----------------------|-------|-------|--------|
| _____                 | _____ | _____ | _____  |

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

(End of provision)

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

### FAR Clauses Incorporated by Reference

| Number    | Title                                                           | Effective Date | Alternate/ Deviation | Variation Effective Date |
|-----------|-----------------------------------------------------------------|----------------|----------------------|--------------------------|
| 52.204-7  | System for Award Management.                                    | Nov 2024       |                      |                          |
| 52.204-16 | Commercial and Government Entity Code Reporting.                | Aug 2020       |                      |                          |
| 52.204-22 | Alternative Line Item Proposal.                                 | Jan 2017       |                      |                          |
| 52.214-34 | Submission of Offers in the English Language.                   | Apr 1991       |                      |                          |
| 52.214-35 | Submission of Offers in U.S. Currency.                          | Apr 1991       |                      |                          |
| 52.215-1  | Instructions to Offerors-Competitive Acquisition. (Alternate I) | Nov 2021       | Alternate I          | Oct 1997                 |
| 52.215-16 | Facilities Capital Cost of Money.                               | Jun 2003       |                      |                          |
| 52.222-5  | Construction Wage Rate Requirements-Secondary Site of the Work. | May 2014       |                      |                          |
| 52.232-28 | Invitation to Propose Performance-Based Payments.               | Mar 2000       |                      |                          |
| 52.236-28 | Preparation of Proposals-Construction.                          | Oct 1997       |                      |                          |

### DFARS Clauses Incorporated by Reference

| Number       | Title                                                                 | Effective Date | Alternate/ Deviation | Variation Effective Date |
|--------------|-----------------------------------------------------------------------|----------------|----------------------|--------------------------|
| 252.204-7019 | Notice of NIST SP 800-171 DoD Assessment Requirements.                | Nov 2023       |                      |                          |
| 252.215-7013 | Supplies and Services Provided by Nontraditional Defense Contractors. | Jan 2023       |                      |                          |

### FAR Clauses Incorporated by Full Text

#### 52.216-1 Type of Contract. (Apr 1984)

Type of Contract (Apr 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

#### 52.228-1 Bid Guarantee. (Sep 1996)

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, 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)

#### 52.233-2 Service of Protest. (Sep 2006)

Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

42 CONS/PKC  
50 Lemay Plaza South

Building 804  
Maxwell AFB AL, 36112-5948

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**52.236-27 Site Visit (Construction).**

**(Feb 1995)**

Site Visit (Construction) (Feb 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: SSgt Khadijah Jones; SrA Marc Engel; Mr. Eldrae Perdue

Address: 50 South Lemay Plaza Montgomery, AL, 36112

Telephone: 334-953-3879; 334-953-3079; 334- 953-3518

(End of Provision)

**52.236-27 Site Visit (Construction). (Alternate I)**

**(Feb 1995)**

**Alternate I**

**(Feb 1995)**

*Alternate I* (Feb 1995). If an organized site visit will be conducted, substitute a paragraph substantially the same as the following for paragraph (b) of the basic provision:

(b) An organized site visit has been scheduled for-

see Attch 6 PNQS-09-4491 Repair Dining Facility Bldg. 668 - Section L

(c) Participants will meet at-

see Attch 6 PNQS-09-4491 Repair Dining Facility Bldg. 668 - Section L

**52.252-1 Solicitation Provisions Incorporated by Reference.**

**(Feb 1998)**

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):

[www.acquisition.gov](http://www.acquisition.gov)

(End of provision)

**52.252-3 Alterations in Solicitation.**

**(Apr 1984)**

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

none.

(End of clause)

**52.252-5 Authorized Deviations in Provisions.**

**(Nov 2020)**

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 \_\_\_\_ (48 CFR Chapter \_\_) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

## Section M - Evaluation Factors for Award

### FAR Clauses Incorporated by Reference

| Number    | Title                                                                                            | Effective Date | Alternate/ Deviation | Variation Effective Date |
|-----------|--------------------------------------------------------------------------------------------------|----------------|----------------------|--------------------------|
| 52.225-12 | Notice of Buy American Requirement-Construction Materials Under Trade Agreements.                | May 2014       |                      |                          |
| 52.225-12 | Notice of Buy American Requirement-Construction Materials Under Trade Agreements. (Alternate I)  | May 2014       | Alternate I          | May 2014                 |
| 52.225-12 | Notice of Buy American Requirement-Construction Materials Under Trade Agreements. (Alternate II) | May 2014       | Alternate II         | Nov 2023                 |