

|                                                                                           |                        |                                                                                                                                                                                                   |                |               |
|-------------------------------------------------------------------------------------------|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|---------------|
| <b>SOLICITATION, OFFER,<br/>AND AWARD</b><br><i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NUMBER | 2. TYPE OF SOLICITATION                                                                                                                                                                           | 3. DATE ISSUED | PAGE OF PAGES |
|                                                                                           | W912QR26BA021          | <input checked="" 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 |                | 1 59          |

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

|                                                                                                                                                                                                                      |                 |                                                                   |                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------------------------------------------------|-------------------|
| 4. CONTRACT NUMBER                                                                                                                                                                                                   |                 | 5. REQUISITION/PURCHASE REQUEST NUMBER                            | 6. PROJECT NUMBER |
|                                                                                                                                                                                                                      |                 |                                                                   | 519087            |
| 7. ISSUED BY                                                                                                                                                                                                         | CODE            | 8. ADDRESS OFFER TO                                               |                   |
| W072 ENDIST LOUISVILLE<br>KO CONTRACTING DIVISION, 220 W MAIN STREET 3RD FLOOR<br>LOUISVILLE, KY 40202-2230<br>UNITED STATES<br>RANZEL MERIDETH, EMAIL: RANZEL.L.MERIDETH@USACE.AMY.MIL TELEPHONE:<br>(502) 315-6855 |                 |                                                                   |                   |
| 9. FOR INFORMATION CALL:                                                                                                                                                                                             | a. NAME         | b. TELEPHONE NUMBER <i>(Include area code) (NO COLLECT CALLS)</i> |                   |
|                                                                                                                                                                                                                      | RANZEL MERIDETH | (502) 315-6855                                                    |                   |

**SOLICITATION**

**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

PROJECT TITLE: RENOVATION OF BLDG 27 AT DEFENSE SUPPLY CENTER COLUMBUS (DSCC) AT WPAFB, OH.  
PROJECT LOCATION: DEFENSE SUPPLY CENTER COLUMBUS (DSCC) AT WPAFB, OH.

PROJECT TITLE: RENOVATION OF BLDG 27 AT DEFENSE SUPPLY CENTER COLUMBUS (DSCC) AT WPAFB, OH.

INVITATION FOR BID FOR THE REPAIR/RENOVATION OF BUILDING 27 AT DEFENSE SUPPLY CENTER COLUMBUS (DSCC) AT WPAFB, OH.  
ESTIMATED CONSTRUCTION COST IS BETWEEN \$5,000,000 AND \$10,000,000. THIS PROJECT IS A 100% SET ASIDE FOR SMALL BUSINESS

NAICS - 236220

SIZE STANDARD \$45,000,00.00

|                                                                                                                                                                                                                                                                                                                                                                |                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 11. The contractor shall begin performance within <u>10</u> calendar days and complete it within <u>480</u> calendar days after receiving<br><input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> 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 checked="" type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                      | 12b. CALENDAR DAYS<br><br>10 |

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by 09:30 AM *(hour)* local time 07 SEP 2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

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

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

|                                                    |               |                                                                  |  |
|----------------------------------------------------|---------------|------------------------------------------------------------------|--|
| 14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) |               | 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<br>(4 copies unless otherwise specified) | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES<br>CODE AT<br><input type="checkbox"/> 10 U.S.C. 3204(a) ( ) <input type="checkbox"/> 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**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> 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. | <input type="checkbox"/> 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<br>(Type or print)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 31a. NAME OF CONTRACTING OFFICER (Type or print)                                                                                                                                                                                                                                                                                                    |
| 30b. SIGNATURE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 30c. DATE                                                                                                                                                                                                                                                                                                                                           |
| 31b. UNITED STATES OF AMERICA<br>BY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                     |
| 31c. DATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                     |

## **Section 00 00 00 - Procurement and Contracting Requirements**

Instrument Name: 519087 - DLA Building 27 Repair - Base contract

Contract Description: Project Title: Renovation of Bldg 27 at Defense Supply Center Columbus (DSCC) at WPAFB, OH. Invitation for Bid for the Repair/renovation of Building 27 at Defense Supply Center Columbus (DSCC) at WPAFB, OH. Estimated Construction Cost is between \$5,000,000 and \$10,000,000. This project is a 100% set aside for small business NAICS – 236220 Size Standard \$45,000,00.00

Product Service Code : Z2FB

| Identifier | Document Name                                        | Document Description               | Reference Identifier | Date        | Line Item | Page Numbers | Document Type | Provided Under Separate Cover |
|------------|------------------------------------------------------|------------------------------------|----------------------|-------------|-----------|--------------|---------------|-------------------------------|
| 0001       | Price Breakout Schedule - DLA DSCC Bldg 27 Repair    | Price Breakout Schedule            |                      | 15 Jun 2026 |           | 3            | Attachment    | No                            |
| 0002       | Projet Instructions - W912QR26BA021                  | Projet Instructions                |                      | 15 Jun 2026 |           | 2            | Attachment    | No                            |
| 0003       | Bidder Checklist                                     | Bidder Checklist                   |                      | 15 Jun 2026 |           | 1            | Attachment    | No                            |
| 0004       | Electronic Submission Instructions Language          | Electronic Submission Instructions |                      | 15 Jun 2026 |           | 1            | Attachment    | No                            |
| 0005       | Bid Opening Language                                 | Bid Opening Language               |                      | 15 Jun 2026 |           | 1            | Attachment    | No                            |
| 0006       | OH20260078 Wage Rates                                | Wage Rates                         |                      | 06 Aug 2026 |           | 8            | Attachment    | No                            |
| 0007       | Section 00 73 00 Supplementary Conditions (Bldg 27 ) | Supplementary Conditions           |                      | 06 Aug 2026 |           | 3            | Attachment    | No                            |
| 0008       | Reps & Certs                                         | Reps & Certs                       |                      | 06 Aug 2026 |           | 1            | Attachment    | No                            |
| 0009       | W912QR26BA021_Plans-0000                             | Specification                      |                      | 06 Aug 2026 |           |              | Attachment    | No                            |
| 0010       | W912QR26BA021_Specs_Vol1-0000                        | Specification                      |                      | 06 Aug 2026 |           |              | Attachment    | No                            |

|      |                                       |               |  |                   |  |  |            |    |
|------|---------------------------------------|---------------|--|-------------------|--|--|------------|----|
| 0011 | W912QR26BA<br>021_Specs_<br>Vol2-0000 | Specification |  | 06<br>Aug<br>2026 |  |  | Attachment | No |
|------|---------------------------------------|---------------|--|-------------------|--|--|------------|----|

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

### Additional Information/Notes

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

### Additional Information/Notes

The solicitation will be available on the web only. Faxed, telephoned, or mailed requests for this solicitation will not be honored. To download the solicitation for this project, contractors are required to register at the Federal Contract Opportunities website at SAM.gov.

Amendments will be available from the website by download only. Technical inquiries and questions relating to the proposal procedures or bonds are to be submitted via Bidder Inquiry in ProjNet at <http://projnet.org/projnet>. Please see **ProjNet Instructions** for further guidance.

The term bid and proposal are used interchangeably in industry and may be used interchangeably throughout this solicitation.

Please note, page numbering in this document may not be accurate.

PLEASE NOTE: SAM is completely free of charge for both registrants and users.

\*\*\* END OF NARRATIVE \*\*\*

| Item | Supplies/Service                                                                     | Quantity | Unit | Unit Price | Amount |
|------|--------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0001 | 519087 - DLA Building 27 Repair -<br>Base contract<br><br>Product Service Code: Y1JZ | 1        | Job  |            |        |

## Section 00 21 00 - Instructions

### FAR Provisions Incorporated by Reference

| Number    | Title                                                                                  | Effective Date | Alternate Deviation | Variation Effective Date |
|-----------|----------------------------------------------------------------------------------------|----------------|---------------------|--------------------------|
| 52.204-7  | System for Award Management-Registration. (Deviation 2026-O0038)                       | 2026-02        |                     |                          |
| 52.214-3  | Amendments to Invitations for Bids. (Deviation 2026-O0038)                             | 2026-02        |                     |                          |
| 52.214-4  | False Statements in Bids.                                                              | 1984-04        |                     |                          |
| 52.214-5  | Submission of Bids. (Deviation 2026-O0038)                                             | 2026-02        |                     |                          |
| 52.214-6  | Explanation to Prospective Bidders.                                                    | 1984-04        |                     |                          |
| 52.214-7  | Late Submissions, Modifications, and Withdrawals of Bids. (Deviation 2026-O0038)       | 2026-02        |                     |                          |
| 52.214-34 | Submission of Offers in the English Language.                                          | 1991-04        |                     |                          |
| 52.214-35 | Submission of Offers in U.S. Currency.                                                 | 1991-04        |                     |                          |
| 52.222-5  | Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038) | 2026-02        |                     |                          |
| 52.233-2  | Service of Protest. (Deviation 2026-O0038)                                             | 2026-02        |                     |                          |

## DFARS Provisions Incorporated by Reference

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

## FAR Provisions Incorporated by Full Text

| Number   | Title                                    | Effective Date | Alternate Deviation | Variation Effective Date |
|----------|------------------------------------------|----------------|---------------------|--------------------------|
| 52.216-1 | Type of Contract. (Deviation 2026-O0038) | 2026-02        |                     |                          |

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

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

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

Bid Guarantee (Sept 1996)



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

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

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

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

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

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

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

(End of clause)

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

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):

The full text of RFO clauses and provisions can be found at <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide> The full text of DFARS clauses and provisions can be found at <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html> \_\_\_\_ [Insert one or more Internet addresses]

(End of provision)

52.252-3                      Alterations in Solicitation.                      1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

\_\_\_\_\_

(End of clause)

52.252-5                      Authorized Deviations in                      2020-11  
Provisions.

Authorized Deviations in Provisions (Nov 2020)

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

date of the provision.

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

(End of provision)

#### **DFARS Provisions Incorporated by Full Text**

| <b>Number</b> | <b>Title</b>                                                   | <b>Effective Date</b> | <b>Alternate Deviation</b> | <b>Variation Effective Date</b> |
|---------------|----------------------------------------------------------------|-----------------------|----------------------------|---------------------------------|
| 252.215-7012  | Requirements for Submission of Proposals via Electronic Media. | 2018-01               |                            |                                 |

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

The Offeror shall submit the cost portion of the proposal via the following electronic media: \_\_\_\_\_  
[Insert media format, e.g., electronic spreadsheet format, electronic mail, etc.]

(End of provision)

**Section 00 22 00 - Supplementary Instructions**

**FAR Provisions Incorporated by Reference**

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

## Section 00 45 00 - Representations and Certifications

### FAR Provisions Incorporated by Reference

| Number    | Title                                                                                                                           | Effective Date | Alternate Deviation | Variation Effective Date |
|-----------|---------------------------------------------------------------------------------------------------------------------------------|----------------|---------------------|--------------------------|
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.                                      | 2024-09        |                     |                          |
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. | 2017-01        |                     |                          |

### DFARS Provisions Incorporated by Reference

| Number       | Title                                                                | Effective Date | Alternate Deviation | Variation Effective Date |
|--------------|----------------------------------------------------------------------|----------------|---------------------|--------------------------|
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials.     | 2022-09        |                     |                          |
| 252.204-7008 | Compliance with Safeguarding Covered Defense Information Controls.   | 2016-10        |                     |                          |
| 252.225-7055 | Representation Regarding Business Operations with the Maduro Regime. | 2022-05        |                     |                          |
| 252.225-7057 | Preaward Disclosure of Employment of Individuals Who                 | 2022-08        |                     |                          |

Work in the People's Republic of China.

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

#### **FAR Provisions Incorporated by Full Text**

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

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

(a) Definitions. As used in this clause-

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted

domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) Representation. The Offeror represents that-

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

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

(End of provision)

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

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

(a)

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

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

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

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

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

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

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

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

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

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

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

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

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the



ordinary course of business dealings.

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

(End of provision)

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

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

(a) Definitions. As used in this provision-

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

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

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

Principal means an officer, director, owner, partner, or a person having primary management or

supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

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

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

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

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

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

(b) The Offeror represents that-

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

(End of provision)

|           |                                                                                                   |         |
|-----------|---------------------------------------------------------------------------------------------------|---------|
| 52.209-13 | Violation of Arms Control<br>Treaties or Agreements-<br>Certification. (Deviation 2026-<br>O0038) | 2026-02 |
|-----------|---------------------------------------------------------------------------------------------------|---------|

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

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

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

[ ] (1) The Offeror certifies that-

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

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual

report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings

reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless-

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

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

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

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

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

(End of provision)

|          |                                        |         |
|----------|----------------------------------------|---------|
| 52.219-2 | Equal Low Bids. (Deviation 2026-00038) | 2026-02 |
|----------|----------------------------------------|---------|

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

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

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

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

(End of provision)

#### DFARS Provisions Incorporated by Full Text

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

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

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications

Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

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

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

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

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

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

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

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



description, as applicable).

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

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

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

(End of provision)

## Section 00 70 00 - Conditions of the Contract

### FAR Clauses Incorporated by Reference

| Number    | Title                                                                                            | Effective Date | Alternate Deviation | Variation Effective Date |
|-----------|--------------------------------------------------------------------------------------------------|----------------|---------------------|--------------------------|
| 52.204-13 | System for Award Management-Maintenance. (Deviation 2026-O0038) (Alternate I)                    | 2026-02        | Alternate I         | 2026-02                  |
| 52.222-3  | Convict Labor. (Deviation 2026-O0038)                                                            | 2026-02        |                     |                          |
| 52.222-7  | Withholding of Funds. (Deviation 2026-O0038)                                                     | 2026-02        |                     |                          |
| 52.225-11 | Buy American-Construction Materials under Trade Agreements. (Deviation 2026-O0038) (Alternate I) | 2026-02        | Alternate I         | 2026-02                  |
| 52.240-90 | Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)  | 2026-02        |                     |                          |
| 52.240-91 | Security Prohibitions and Exclusions. (Deviation 2026-O0038)                                     | 2026-02        |                     |                          |
| 52.240-93 | Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)             | 2026-02        |                     |                          |

### DFARS Clauses Incorporated by Reference

| Number       | Title                                                                                                                      | Effective Date | Alternate Deviation  | Variation Effective Date |
|--------------|----------------------------------------------------------------------------------------------------------------------------|----------------|----------------------|--------------------------|
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2026-00025)                               | 2024-05        | Deviation 2026-00025 | 2026-06                  |
| 252.215-7994 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (DEVIATION 2026-00048) | 2026-03        | Deviation 2026-00048 | 2026-03                  |
| 252.225-7973 | Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2024-00014)            | 2024-08        | Deviation 2024-00014 | 2024-08                  |
| 252.226-7003 | Drug-Free Work Force.                                                                                                      | 2024-08        |                      |                          |
| 252.240-7997 | NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-00025)                                                        | 2026-02        | Deviation 2026-00025 | 2026-02                  |
| 252.244-7999 | Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-00015)                                        | 2026-02        | Deviation 2026-00015 | 2026-01                  |

#### DFARS Clauses Incorporated by Full Text

| Number       | Title               | Effective Date | Alternate Deviation | Variation Effective Date |
|--------------|---------------------|----------------|---------------------|--------------------------|
| 252.204-7998 | Alternate A, Annual | 2026-02        | Alternate           | 2026-02                  |

Representations and  
Certifications. (DEVIATION 2026-  
O0043)

A  
Deviation  
2026-  
O0043

2026-02

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

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

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

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

☐ (i) Paragraph (g) applies.

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

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

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

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

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

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

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

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

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

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

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

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

☐ (iii) 252.225-7020, Trade Agreements Certificate.

☐ Use with Alternate I.

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

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

☐ Use with Alternate I.

☐ Use with Alternate II.

☐ Use with Alternate III.

☐ Use with Alternate IV.

☐ Use with Alternate V.

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

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

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.sam.gov> After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR/DFARS provision No. |       | Title | Date  | Change |
|-------------------------|-------|-------|-------|--------|
| _____                   | _____ | _____ | _____ |        |
| _____                   | _____ | _____ | _____ |        |
| _____                   | _____ | _____ | _____ |        |
| _____                   | _____ | _____ | _____ |        |
| _____                   | _____ | _____ | _____ |        |

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

(End of provision)

|              |                                        |         |                      |         |
|--------------|----------------------------------------|---------|----------------------|---------|
| 252.215-7992 | Only One Offer. (DEVIATION 2026-O0048) | 2026-03 | Deviation 2026-O0048 | 2026-03 |
|--------------|----------------------------------------|---------|----------------------|---------|

ONLY ONE OFFER (DEVIATION 2026-O0048) (MAR 2026)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to--

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-2(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7994, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at 15.404).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U. S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-1 with the notification].

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(4) As specified in FAR 15.403-1(d), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall

insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)



## Section 00 72 00 - General Conditions

### FAR Clauses Incorporated by Reference

| Number    | Title                                                                                      | Effective Date | Alternate Deviation | Variation Effective Date |
|-----------|--------------------------------------------------------------------------------------------|----------------|---------------------|--------------------------|
| 52.203-3  | Gratuities.                                                                                | 1984-04        |                     |                          |
| 52.203-5  | Covenant Against Contingent Fees.                                                          | 2014-05        |                     |                          |
| 52.203-6  | Restrictions on Subcontractor Sales to the Government.                                     | 2020-06        |                     |                          |
| 52.203-7  | Anti-Kickback Procedures.                                                                  | 2020-06        |                     |                          |
| 52.203-8  | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.          | 2014-05        |                     |                          |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity.                                  | 2014-05        |                     |                          |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.        | 2017-01        |                     |                          |
| 52.204-9  | Personal Identity Verification of Contractor Personnel.                                    | 2011-01        |                     |                          |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038) | 2026-02        |                     |                          |
| 52.204-13 | System for Award Management-Maintenance. (Deviation 2026-O0038)                            | 2026-02        |                     |                          |

|           |                                                                                                                                                                        |         |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 52.204-19 | Incorporation by Reference of Representations and Certifications.                                                                                                      | 2014-12 |
| 52.209-6  | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038) | 2026-02 |
| 52.209-9  | Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)                                                                     | 2026-02 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)                                                                                 | 2026-02 |
| 52.210-1  | Market Research. (Deviation 2026-O0038)                                                                                                                                | 2026-02 |
| 52.214-19 | Contract Award-Sealed Bidding-Construction.                                                                                                                            | 1996-08 |
| 52.214-26 | Audit and Records-Sealed Bidding. (Deviation 2026-O0038)                                                                                                               | 2026-02 |
| 52.214-27 | Price Reduction for Defective Certified Cost or Pricing Data-Modifications-Sealed Bidding.                                                                             | 2020-06 |
| 52.214-28 | Subcontractor Certified Cost or Pricing Data-Modifications-Sealed Bidding. (Deviation 2026-O0038)                                                                      | 2026-02 |

|           |                                                                                        |         |
|-----------|----------------------------------------------------------------------------------------|---------|
| 52.219-6  | Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)                       | 2026-02 |
| 52.222-4  | Contract Work Hours and Safety Standards-Overtime Compensation. (Deviation 2026-O0038) | 2026-02 |
| 52.222-6  | Construction Wage Rate Requirements. (Deviation 2026-O0038)                            | 2026-02 |
| 52.222-9  | Apprentices and Trainees. (Deviation 2026-O0038)                                       | 2026-02 |
| 52.222-10 | Compliance with Copeland Act Requirements. (Deviation 2026-O0038)                      | 2026-02 |
| 52.222-12 | Contract Termination-Debarment.                                                        | 2014-05 |
| 52.222-13 | Compliance with Construction Wage Rate Requirements and Related Regulations.           | 2014-05 |
| 52.222-14 | Disputes Concerning Labor Standards. (Deviation 2026-O0038)                            | 2026-02 |
| 52.222-15 | Certification of Eligibility.                                                          | 2014-05 |
| 52.222-35 | Equal Opportunity for Veterans. (Deviation 2026-O0038)                                 | 2026-02 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)                | 2026-02 |
| 52.222-37 | Employment Reports on                                                                  | 2026-02 |

|           |                                                                                                |         |
|-----------|------------------------------------------------------------------------------------------------|---------|
|           | Veterans. (Deviation 2026-00038)                                                               |         |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-00038) | 2026-02 |
| 52.223-5  | Pollution Prevention and Right-to-Know Information.                                            | 2024-05 |
| 52.223-23 | Sustainable Products. (Deviation 2026-00038)                                                   | 2026-02 |
| 52.226-7  | Drug-Free Workplace.                                                                           | 2024-05 |
| 52.226-8  | Encouraging Contractor Policies to Ban Text Messaging While Driving.                           | 2024-05 |
| 52.227-1  | Authorization and Consent.                                                                     | 2020-06 |
| 52.227-2  | Notice and Assistance Regarding Patent and Copyright Infringement.                             | 2020-06 |
| 52.227-4  | Patent Indemnity-Construction Contracts.                                                       | 2007-12 |
| 52.228-2  | Additional Bond Security.                                                                      | 1997-10 |
| 52.228-5  | Insurance-Work on a Government Installation.                                                   | 1997-01 |
| 52.228-11 | Individual Surety-Pledge of Assets.                                                            | 2021-02 |
| 52.228-15 | Performance and Payment Bonds-Construction.                                                    | 2020-06 |

|           |                                                                              |         |             |         |
|-----------|------------------------------------------------------------------------------|---------|-------------|---------|
| 52.228-17 | Individual Surety-Pledge of Assets (Bid Guarantee).                          | 2021-02 |             |         |
| 52.232-17 | Interest.                                                                    | 2014-05 |             |         |
| 52.232-23 | Assignment of Claims. (Alternate I)                                          | 2014-05 | Alternate I | 1984-04 |
| 52.232-27 | Prompt Payment for Construction Contracts.                                   | 2017-01 |             |         |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management.            | 2018-10 |             |         |
| 52.232-39 | Unenforceability of Unauthorized Obligations.                                | 2013-06 |             |         |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors.             | 2023-03 |             |         |
| 52.233-1  | Disputes. (Deviation 2026-O0038)                                             | 2026-02 |             |         |
| 52.233-4  | Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)          | 2026-02 |             |         |
| 52.236-2  | Differing Site Conditions. (Deviation 2026-O0038)                            | 2026-02 |             |         |
| 52.236-3  | Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038) | 2026-02 |             |         |
| 52.236-5  | Material and Workmanship. (Deviation 2026-O0038)                             | 2026-02 |             |         |
| 52.236-6  | Superintendence by the                                                       | 2026-02 |             |         |

|           |                                                                                                               |         |
|-----------|---------------------------------------------------------------------------------------------------------------|---------|
|           | Contractor. (Deviation 2026-00038)                                                                            |         |
| 52.236-7  | Permits and Responsibilities. (Deviation 2026-00038)                                                          | 2026-02 |
| 52.236-8  | Other Contracts. (Deviation 2026-00038)                                                                       | 2026-02 |
| 52.236-9  | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-00038) | 2026-02 |
| 52.236-10 | Operations and Storage Areas. (Deviation 2026-00038)                                                          | 2026-02 |
| 52.236-11 | Use and Possession Prior to Completion. (Deviation 2026-00038)                                                | 2026-02 |
| 52.236-12 | Cleaning Up. (Deviation 2026-00038)                                                                           | 2026-02 |
| 52.236-13 | Accident Prevention. (Deviation 2026-00038)                                                                   | 2026-02 |
| 52.236-15 | Schedules for Construction Contracts. (Deviation 2026-00038)                                                  | 2026-02 |
| 52.236-17 | Layout of Work. (Deviation 2026-00038)                                                                        | 2026-02 |
| 52.236-21 | Specifications and Drawings for Construction. (Deviation 2026-00038)                                          | 2026-02 |
| 52.242-13 | Bankruptcy.                                                                                                   | 1995-07 |

|           |                                                                                      |         |             |         |
|-----------|--------------------------------------------------------------------------------------|---------|-------------|---------|
| 52.242-14 | Suspension of Work.                                                                  | 1984-04 |             |         |
| 52.243-4  | Changes. (Deviation 2026-O0038)                                                      | 2026-02 |             |         |
| 52.244-6  | Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038) | 2026-04 |             |         |
| 52.246-12 | Inspection of Construction.                                                          | 1996-08 |             |         |
| 52.249-2  | Termination for Convenience of the Government (Fixed-Price). (Alternate I)           | 2012-04 | Alternate I | 1996-09 |
| 52.249-10 | Default (Fixed-Price Construction).                                                  | 1984-04 |             |         |
| 52.253-1  | Computer Generated Forms. (Deviation 2026-O0038)                                     | 2026-02 |             |         |

#### **DFARS Clauses Incorporated by Reference**

| <b>Number</b> | <b>Title</b>                                                                          | <b>Effective Date</b> | <b>Alternate Deviation</b> | <b>Variation Effective Date</b> |
|---------------|---------------------------------------------------------------------------------------|-----------------------|----------------------------|---------------------------------|
| 252.201-7000  | Contracting Officer's Representative.                                                 | 1991-12               |                            |                                 |
| 252.203-7000  | Requirements Relating to Compensation of Former DoD Officials.                        | 2011-09               |                            |                                 |
| 252.203-7001  | Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies. | 2023-01               |                            |                                 |

|              |                                                                                                                             |         |
|--------------|-----------------------------------------------------------------------------------------------------------------------------|---------|
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights.                                                                    | 2022-12 |
| 252.203-7003 | Agency Office of the Inspector General.                                                                                     | 2019-08 |
| 252.203-7004 | Display of Hotline Posters.                                                                                                 | 2023-01 |
| 252.204-7000 | Disclosure of Information.                                                                                                  | 2016-10 |
| 252.204-7003 | Control of Government Personnel Work Product.                                                                               | 1992-04 |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors.                                                                           | 2023-01 |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.                                 | 2023-01 |
| 252.205-7000 | Provision of Information to Cooperative Agreement Holders.                                                                  | 2024-10 |
| 252.209-7004 | Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. | 2019-05 |
| 252.215-7002 | Cost Estimating System Requirements.                                                                                        | 2025-01 |
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements.                                                                | 2023-01 |
| 252.223-7006 | Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.                                            | 2014-09 |



|              |                                                                                               |         |
|--------------|-----------------------------------------------------------------------------------------------|---------|
| 252.223-7008 | Prohibition of Hexavalent Chromium.                                                           | 2023-01 |
| 252.225-7012 | Preference for Certain Domestic Commodities.                                                  | 2022-04 |
| 252.225-7048 | Export-Controlled Items.                                                                      | 2013-06 |
| 252.225-7052 | Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.                    | 2024-05 |
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime.                             | 2023-01 |
| 252.225-7058 | Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China. | 2023-01 |
| 252.225-7060 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.               | 2023-06 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports.                              | 2018-12 |
| 252.232-7010 | Levies on Contract Payments.                                                                  | 2006-12 |
| 252.236-7000 | Modification Proposals--Price Breakdown.                                                      | 1991-12 |
| 252.236-7007 | Additive or Deductive Items.                                                                  | 1991-12 |
| 252.243-7001 | Pricing of Contract Modifications.                                                            | 1991-12 |
| 252.243-7002 | Requests for Equitable Adjustment.                                                            | 2022-12 |

## FAR Clauses Incorporated by Full Text

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

### Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of 1660.00 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)

|          |                                                            |         |
|----------|------------------------------------------------------------|---------|
| 52.217-7 | Option for Increased Quantity-Separately Priced Line Item. | 1989-03 |
|----------|------------------------------------------------------------|---------|

### Option for Increased Quantity-Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 14 months[insert in the clause the period of time in which the Contracting Officer has to exercise the option]. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-8                      Option to Extend Services.                      1999-11

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 14 months[insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

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

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

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

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

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

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

(c) Applicability. This clause applies only to-

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

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

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

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

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

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

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

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

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

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any

work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

(End of clause)

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

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

(a) Definitions. As used in this clause-

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

Small business concern-

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

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

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in

19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

(1) The Contractor represents that it ☐ is, ☐ is not a small business concern under \_\_\_\_ NAICS Code assigned to \_\_\_\_ contract number.

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

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

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

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



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

(End of clause)

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

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

(a) Definitions. As used in this provision-

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

(1) It ☐ is ☐ is not a foreign person; and

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

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

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

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

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

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

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

#### Payments under Fixed-Price Construction Contracts (May 2014)

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

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

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

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

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

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

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

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

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

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

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

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

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

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

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

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

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

\_\_\_\_\_(Name)

\_\_\_\_\_(Title)

\_\_\_\_\_(Date)

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

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

52.252-2                      Clauses Incorporated by                      1998-02  
Reference.

#### 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):

The full text of RFO clauses and provisions can be found at <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide> The full text of DFARS clauses and provisions can be found at <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html> \_\_\_\_ [Insert one or more Internet addresses]

(End of clause)

52.252-4                      Alterations in Contract.                      1984-04

#### Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

\_\_\_\_\_

(End of clause)

52.252-6                      Authorized Deviations in Clauses.                      2020-11

## Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation[insert regulation name] (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## DFARS Clauses Incorporated by Full Text

| Number       | Title                                 | Effective Date | Alternate Deviation | Variation Effective Date |
|--------------|---------------------------------------|----------------|---------------------|--------------------------|
| 252.236-7001 | Contract Drawings and Specifications. | 2000-08        |                     |                          |

## CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall-

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;



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

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

(c) In general--

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

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

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

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

| Title | File  | Drawing No.    |
|-------|-------|----------------|
| _____ | _____ | GI001<br>_____ |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |
| _____ | _____ | _____          |

(End of clause)

**Section 00 73 00 - Supplementary Conditions**

Overall Contract Inspection/Acceptance Locations

Overall Contract Delivery Period

|      |                                                                                                                                                       |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0001 | <p><b>Quantity</b> 1 Job</p> <p><b>Address and POC</b><br/>Place of Performance<br/>DoDAAC: W22W9K</p> <p>ANDREW N. ROBERTS, DELIVER_TO_EMP_ID_NO</p> |
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## **Section 01 00 00 - General Requirements**

### **Requirements**

Project Title: Renovation of Bldg 27 at Defense Supply Center Columbus (DSCC) at WPAFB, OH.  
Invitation for Bid for the Repair/renovation of Building 27 at Defense Supply Center Columbus (DSCC) at WPAFB, OH. Estimated Construction Cost is between \$5,000,000 and \$10,000,000.  
This project is a 100% set aside for small business NAICS - 236220 Size Standard \$45,000,00.00