

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
	W912HN26BA0030004	<input checked="" type="checkbox"/> SEALED BID (IFB) INVITATION FOR BID <input type="checkbox"/> NEGOTIATED (RFP) REQUEST FOR PROPOSAL	30 MAR 2026	1		81

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		69262
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
W074 ENDIST SAVANNAH KO CONTRACTING DIVISION, 100 W OGLETHORPE AVE SAVANNAH, GA 31401-3604 UNITED STATES SARAI HAYWARD, EMAIL: SARAI.HAYWARD@USACE.ARMY.MIL TELEPHONE: 912-652-5348	W912HN	W074 ENDIST SAVANNAH KO CONTRACTING DIVISION, 100 W OGLETHORPE AVE SAVANNAH, GA 31401-3604 UNITED STATES
9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
	SARAI HAYWARD	912-652-5348

**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: MILITARY WORKING DOG KENNEL AT HUNTER ARMY AIRFIELD, GA.  
PROJECT LOCATION: HUNTER ARMY AIRFIELD, SAVANNAH, GA.

PROJECT: MILITARY WORKING DOG KENNEL AT HUNTER ARMY FIELD, SAVANNAH, GA.

1. THIS PROCUREMENT IS A COMPETITIVE 8(A) SMALL BUSINESS SET-ASIDE UNDER NAICS CODE 236220- COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION. ALL CERTIFIED 8(A) RESPONSIBLE BIDDERS ARE ENCOURAGED TO PARTICIPATE.

2. THIS ACQUISITION WILL BE AWARDED IN ACCORDANCE WITH FAR PART 14 ( SEALED BIDDING) .

3. THE ESTIMATED REQUIREMENT IS BETWEEN \$10,000,000.00 AND \$25,000,000.00.

4. WAGE DETERMINATION : GA20260317, DATED 01/23/2026

5. BIDDERS MUST BE REGISTERED IN THE SYSTEM OF AWARD MANAGEMENT (WWW.SAM.GOV).

6. THE CONTRACTUAL POINT OF CONTACT (POC) FOR THIS PROCUREMENT IS SARAI HAYWARD SARAI.HAYWARD@USACE.ARMY.MIL OR (912) 652-5348.

7. THE GOVERNMENT RESERVES THE RIGHT TO CANCEL THIS SOLICITATION.

11. The contractor shall begin performance within <u>10</u> calendar days and complete it within <u>840</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____).	12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS  10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by 11:00 AM (*hour*) local time 14 MAY 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 270 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 NUMBER	0004	0001	0002	0003						
DATE	01 MAY 2026	03 APR 2026	13 APR 2026	29 APR 2026						

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)  ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT <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.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print)
30b. SIGNATURE	31b. UNITED STATES OF AMERICA
30c. DATE	BY
	31c. DATE

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

Instrument Name: Military Working Dog Kennel at Hunter Army Airfield, Savannah, GA.

Project: Military Working Dog Kennel at Hunter Army Field, Savannah, GA. 1. This procurement is a competitive 8(a) Small Business set-aside under NAICS code 236220- Commercial and Institutional Building Construction. All certified 8(a) responsible bidders are encouraged to participate. 2. This acquisition will be awarded in accordance with FAR Part 14 ( Sealed Bidding) . 3. The estimated requirement is between \$10,000,000.00 and \$25,000,000,00. 4. Wage Determination : GA20260317, dated 01/23/2026 5. Bidders must be registered in the System of Award Management ([www.Sam.gov](http://www.Sam.gov)). 6. The contractual Point of Contact (POC) for this procurement is Sarai Hayward [sarai.hayward@usace.army.mil](mailto:sarai.hayward@usace.army.mil) or (912) 652-5348. 7. The Government reserves the right to cancel this solicitation.

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

### Additional Information/Notes

GENERAL: This section comprises an explanation of the bid items identified in the bid schedule for each item of work. The Contractor shall bid the work under the applicable bid item for the specific areas identified in the bid schedule. All work specified herein shall be accomplished in accordance with the requirements of the technical provisions of the specifications and the contract drawings.

### Bid Schedule

**Pricing Instructions :** All pricing shall be placed in the Bid schedule below. Do not place pricing in the CLINs. There are two bid schedule acceptance periods. Bidders shall provide pricing for both bid acceptance periods.

If sufficient funding is not available within the period for Bid Schedule Acceptance Date One, then Bid Schedule Acceptance Date Two will be used to allow the government time to receive approval for increased funding.

Project Period of Performance is 840 calendar days from Notice to Proceed

#### Notes:

At the contracting officer discretion, per FAR Clause 52.217-7, Options 1 and/or 2 may be exercised no later than (NLT) 90 calendar days after notice to proceed. No additional time will be added to the contract period of performance if an option is awarded at the same time as the base. However, if an option is exercised anytime after base contract award, an additional 90 calendar days will be added to the contract performance period for these options.

Options 3 and/or 4 may be exercised NLT 480 calendar days after notice to proceed. No additional time will be added to the contract performance period for these options.

If sufficient funding is not available within the period for Bid Schedule Acceptance Date One, then Bid Schedule Acceptance Date Two will be used to allow the government time to receive approval for increased funding.

\*\*\* Enter prices where space is provided for ALL items. \*\*\* Bidder shall ensure that all prices are rounded to two (2) decimal places (e.g., \$0.27, not \$0.27458). \*\*\*

### Bid Schedule Acceptance Date One

CLIN	Description	Quantity	Unit of Measure	Unit Price	Amount for 0-90
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					calendar days bid acceptance period
0001	<p>Base-Construction of Military Working Dog Kennel, Complete</p> <p>Furnish and install all materials, plant, tools, labor costs, and other associated incidentals necessary to complete the construction of the Military Working Dog Kennel in accordance with the solicitation documents.</p>	1	Job		
0002	<p>Base-Site Development, Complete</p> <p>Furnish and install of all materials, plant, tools, labor costs, and other associated incidentals necessary to complete the site development, and utilities in accordance with the solicitation documents. This CLIN includes all demolition except demolition of Building 1030. This CLIN does not include privatized electrical utilities being installed by others. Work shown to be completed by others is not in contract. All sitework, paving, and utilities for the Option 1 and Option 2 shall be included and constructed as part of this base bid CLIN. If Option 1 or Option 2 are not exercised, grass shall be provided at the location of those optional buildings.</p> <p>As part of site development, a plot of mixed pines and hardwood have been identified for disposal associated with the project. The contractor shall remove and dispose of this timber and reimburse the government for the fair market value in the amount of \$3,950.42 prior to the start of timber harvest</p>	1	Job		

0003	<p>Base - Demolition of Building 1030, Complete.</p> <p>Furnish and install of all materials, plant, tools, labor costs, and other associated incidentals necessary for the demolition of Building 1030. Any other demolition shall be included in CLIN 0002, Site Development.</p>	1	Job		
0004	<p>Option 1 - Break Area Building, Complete</p> <p>Furnish and install of all materials, plant, tools, labor costs, and other associated incidentals necessary to provide the break area building in accordance with the requirements of the technical provisions of the specifications and the contract drawings.</p>	1	Job		
0005	<p>Option 2 - Storage Building, Complete</p> <p>Furnish and install of all materials, plant, tools, labor costs, and other associated incidentals necessary to provide the storage building in accordance with the requirements of the technical provisions of the specifications and the contract drawings.</p>	1	Job		
0006	<p>Option 3 - Veterinary Equipment</p> <p>Furnish and install of all materials, plant, tools, labor costs, and other associated incidentals necessary to provide the veterinary equipment in accordance with the requirements of the technical provisions of the specifications and the contract drawings.</p>	1	Job		
0007		1	Job		

	<p>Option 4 - Furniture, Fixtures, and Equipment (FF&amp;E).</p> <p>Procurement and Installation of Furniture, Fixtures &amp; Equipment (FF&amp;E) Package as listed the Furniture FF&amp;E Procurement Data Sheets.</p>				
					<p>Grand Total Amount:</p>

**Bid Schedule Acceptance Date Two**

CLIN	Description	Quantity	Unit of Measure	Unit Price	Amount for 91-270 calendar days bid acceptance period
0001	<p>Base-Construction of Military Working Dog Kennel, Complete</p> <p>Furnish and install all materials, plant, tools, labor costs, and other associated incidentals necessary to complete the construction of the Military Working Dog Kennel in accordance with the solicitation documents.</p>	1	Job		
0002	Base-Site Development, Complete	1	Job		

	<p>Furnish and install of all materials, plant, tools, labor costs, and other associated incidentals necessary to complete the site development, and utilities in accordance with the solicitation documents. This CLIN includes all demolition except demolition of Building 1030. This CLIN does not include privatized electrical utilities being installed by others. Work shown to be completed by others is not in contract. All sitework, paving, and utilities for the Option 1 and Option 2 shall be included and constructed as part of this base bid CLIN. If Option 1 or Option 2 are not exercised, grass shall be provided at the location of those optional buildings.</p> <p>As part of site development, a plot of mixed pines and hardwood have been identified for disposal associated with the project. The contractor shall remove and dispose of this timber and reimburse the government for the fair market value in the amount of \$3,950.42 prior to the start of timber harvest</p>				
0003	<p>Base - Demolition of Building 1030, Complete.</p> <p>Furnish and install of all materials, plant, tools, labor costs, and other associated incidentals necessary for the demolition of Building 1030. Any other demolition shall be included in CLIN 0002, Site Development.</p>	1	Job		
0004	<p>Option 1 - Break Area Building, Complete</p> <p>Furnish and install of all materials, plant, tools, labor costs, and other associated incidentals necessary to provide the</p>	1	Job		

	break area building in accordance with the requirements of the technical provisions of the specifications and the contract drawings.				
0005	<p>Option 2 - Storage Building, Complete</p> <p>Furnish and install of all materials, plant, tools, labor costs, and other associated incidentals necessary to provide the storage building in accordance with the requirements of the technical provisions of the specifications and the contract drawings.</p>	1	Job		
0006	<p>Option 3 - Veterinary Equipment</p> <p>Furnish and install of all materials, plant, tools, labor costs, and other associated incidentals necessary to provide the veterinary equipment in accordance with the requirements of the technical provisions of the specifications and the contract drawings.</p>	1	Job		
0007	<p>Option 4 - Furniture, Fixtures, and Equipment (FF&amp;E).</p> <p>Procurement and Installation of Furniture, Fixtures &amp; Equipment (FF&amp;E) Package as listed the Furniture FF&amp;E Procurement Data Sheets.</p>	1	Job		
					Grand Total Amount:

Project Scope of Work (SOW):

Construct a SOF Military Working Dog (MWD) Kennel (approximately 11,000 SF) at Hunter Army Airfield, GA to include kennel administration offices, veterinary exam and surgical suite, isolation area, operating room, TA-50 locker area, latrines with showers, tack room, food preparation and storage areas, indoor and outdoor kennels, and building utility support areas. Built-in building systems include fire alarm/mass notification, fire suppression, HVAC, energy management control system, electrical systems, and communications networks. Supporting facilities include site preparation, utilities, vehicle parking, access drives, curb and gutter, sidewalks, storm drainage, landscaping, and other site improvements. Includes demolition of old kennel adjacent to the site.

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

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	<p>Base-Construction of Military Working Dog Kennel, Complete Furnish and install all materials, plant, tools, labor costs, and other associated incidentals necessary to complete the construction of the Military Working Dog Kennel in accordance with the solicitation documents.</p> <p>Specification Number: The Small Business Size Standard is \$45M</p> <p>Product Service Code: Y1AZ</p> <p>North American Industry Classification System (NAICS): 236220</p> <p>X12 Transaction Reference Number: The Small Business Size Standard is \$45M</p> <p>Pricing Arrangement: Firm Fixed Price</p>	1	Job		
0002	<p>Base-Site Development, Complete Furnish and install of all materials, plant, tools, labor costs, and other associated incidentals necessary to complete the site development, and utilities in accordance with the solicitation documents. This CLIN includes all demolition except demolition of</p>	1	Job		

	<p>Building 1030. This CLIN does not include privatized electrical utilities being installed by others. Work shown to be completed by others is not in contract. All sitework, paving, and utilities for the Option 1 and Option 2 shall be included and constructed as part of this base bid CLIN. If Option 1 or Option 2 are not exercised, grass shall be provided at the location of those optional buildings. As part of site development, a plot of mixed pines and hardwood have been identified for disposal associated with the project. The contractor shall remove and dispose of this timber and reimburse the government for the fair market value in the amount of \$3,950.42 prior to the start of timber harvest.</p> <p>Specification Number: The Small Business Size Standard is \$45M          Product Service Code: Y1AZ          North American Industry Classification System (NAICS): 236220          X12 Transaction Reference Number: The Small Business Size Standard is \$45M          Pricing Arrangement: Firm Fixed Price</p>				
0003	<p>Base - Demolition of Building 1030, Complete. Furnish and install of all materials, plant, tools, labor costs, and other associated incidentals necessary for the demolition of Building 1030. Any other demolition shall be included in CLIN 0002, Site Development.</p> <p>Specification Number: The Small Business Size Standard is \$45M          Product Service Code: Y1AZ          North American Industry Classification System (NAICS): 236220</p>	1	Job		

	X12 Transaction Reference Number: The Small Business Size Standard is \$45M Pricing Arrangement: Firm Fixed Price				
0004	<p>Option 1 - Break Area Building, Complete Furnish and install of all materials, plant, tools, labor costs, and other associated incidentals necessary to provide the break area building in accordance with the requirements of the technical provisions of the specifications and the contract drawings.</p> <p>Specification Number: The Small Business Size Standard is \$45M Product Service Code: Y1AZ North American Industry Classification System (NAICS): 236220 X12 Transaction Reference Number: The Small Business Size Standard is \$45M Pricing Arrangement: Firm Fixed Price</p>	1	Job		
0005	<p>Option 2 - Storage Building, Complete Furnish and install of all materials, plant, tools, labor costs, and other associated incidentals necessary to provide the storage building in accordance with the requirements of the technical provisions of the specifications and the contract drawings.</p> <p>Specification Number: The Small Business Size Standard is \$45M Product Service Code: Y1AZ North American Industry Classification System (NAICS): 236220 X12 Transaction Reference Number: The Small Business Size Standard is \$45M Pricing Arrangement: Firm Fixed Price</p>	1	Job		
0006		1	Job		

	<p>Option 3 - Veterinary Equipment Furnish and install of all materials, plant, tools, labor costs, and other associated incidentals necessary to provide the veterinary equipment in accordance with the requirements of the technical provisions of the specifications and the contract drawings.</p> <p>Specification Number: The Small Business Size Standard is \$45M</p> <p>Product Service Code: Y1AZ</p> <p>North American Industry Classification System (NAICS): 236220</p> <p>X12 Transaction Reference Number: The Small Business Size Standard is \$45M</p> <p>Pricing Arrangement: Firm Fixed Price</p>				
0007	<p>Option 4 - Furniture, Fixtures, and Equipment (FF&amp;E). Procurement and Installation of Furniture, Fixtures &amp; Equipment (FF&amp;E) Package as listed the Furniture FF&amp;E Procurement Data Sheets.</p> <p>Specification Number: The Small Business Size Standard is \$45M</p> <p>X12 Transaction Reference Number: The Small Business Size Standard is \$45M</p> <p>Pricing Arrangement: Firm Fixed Price</p>	1	Job		

## Section 00 20 00 - Instructions for Procurements

**In order to submit through the Solicitation Module in PIEE, you must have an active Proposal Manager role in PIEE at <https://piee.eb.mil/>.**

**Instruction to Submit through the Solicitation Module in PIEE: You must have an active Proposal Manager role in PIEE at <https://piee.eb.mil/>.**

To upload the bid in Solicitation module in PIEE:

1. Ensure you have an active role as with the Proposal Manager in PIEE.
2. Log into PIEE at <https://piee.eb.mil/> to access the Solicitation Module.
3. Select Solicitation icon.
4. At the Home screen of the Solicitation Module, select the Search link to find the solicitation you intend to post an offer against.
5. In the Solicitation Search Criteria filter by entering the complete solicitation number and for Status, select Open, then click Search.
6. When search results display, select the solicitation number link to open the solicitation.
7. The solicitation displays, with information as view only.
8. To post the offer, click the Offer tab.
9. Click the Add button to add an offer to the solicitation.
10. Select the applicable CAGE Code for which you are submitting the offer. The list is pre-filtered based on the CAGEs in the Proposal Manager's profile.
11. Click on the Choose Files link to upload attachments that comprise your offer.
12. Enter Signature Date and click Signature button after entering all necessary information.
13. Sign Document pop-up will be displayed requiring the user to enter a Digital Pin and OTP. Click the Sign and Submit button to continue.
14. After successfully adding the Offer a success message of the submission will be displayed providing confirmation of on-time/late proposal receipt.

For Frequently Asked Questions visit. <https://dodprocurementtoolbox.com/site-pages/solicitation-module>.

For additional instructions on how to post an offer, please refer to the Posting Offer demo:  
[https://pieetraining.eb.mil/wbt/sol/Posting\\_Offer.pdf](https://pieetraining.eb.mil/wbt/sol/Posting_Offer.pdf)

For additional instructions on the Solicitation module and Proposal Manager roles, please refer to the following link: <https://pieetraining.eb.mil/wbt/xhtml/wbt/sol/solicitation/proposals.xhtml>

Restrictions: Failure to submit all the data in the format indicated in this section may be determining a bid incomplete and, therefore, not considered for evaluation or for subsequent award.

Quality Control System (QCS): Any contract award resulting from this solicitation will require the mandatory use of the automated Quality Control System.

**\*\* PLEASE NOTE THAT THE PIEE SOLICITATION INSTRUCTIONS MAY CHANGE FROM THE DATE OF THIS PUBLICATION. IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THEY HAVE COMPLIED WITH THE MOST UPDATED INSTUCTIONS IN PIEE \*\***

### **Technical Matters:**

Submit technical inquiries and questions relating to this solicitation via Bidder Inquiry in ProjNet at (<https://www.projnet.org>) **at least 10 calendar days** prior to the date established in the IFB for receipt of bids.

If a Bidder believes that the requirements in this Invitation for Bid contain an error, omission, or are otherwise unsound; immediately notify the Contract Specialist in writing with supporting rationale. The Government reserves the right to award this Information for Bid based on the initial bid, as received, without discussion.

### **Bidder Inquiries:**

To submit and review inquiry items, prospective vendors will need to use the Bidder Inquiry Key presented below and follow the instructions listed below the key for access. A prospective vendor who submits a comment or question will receive an acknowledgement via email, followed by an answer after it has been processed by our technical team. All timely questions and approved answers will be made available through ProjNet.

Approved answers to all timely questions will also be posted on the System for Award Management (SAM) (<https://sam.gov>) in the form of a report generated from ProjNet as soon as the comment/question entering period is over and answers are all finalized.

**Invitation for Bid No:** W912HN26BA003

**Project:** Military Working Dog Kennel at Hunter Army Field, Savannah, GA.

**Bidder Inquiry Key:** NTCWSC-WY6UZI

## **ProjNet Instructions**

Specific Instructions for Initial ProjNet Bid Inquiry Access.

(1) From the ProjNet home page, click on Quick Add on the upper right side of the screen.

(2) Identify the Agency as USACE.

(3) Enter the Bidder Inquiry Key listed:

NTCWSC-WY6UZI

(4) Enter the email address you would like to use for communication.

(5) Click Continue. A page will then open saying that a user account was not found and will ask you to create one using the

provided form.

(6) Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone.

Remember your Secret Question and Answer as they will be used from this point on to access the ProjNet system.

(7) Click Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

### **Future ProjNet Bid Inquiry Access:**

(1) Steps 1 through 3: same as above.

(2) Email. Enter the email address you used to register previously in ProjNet.

(3) Click Continue. A page will then open asking for the answer to your Secret Question.

(4) Enter your Secret Answer and click Login. Once this is completed, you are logged into the system.

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

## 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.	2024-11		
52.214-3	Amendments to Invitations for Bids.	2016-12		
52.214-4	False Statements in Bids.	1984-04		
52.214-5	Submission of Bids.	2016-12		
52.214-6	Explanation to Prospective Bidders.	1984-04		
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids.	1999-11		
52.214-12	Preparation of Bids.	1984-04		
52.214-34	Submission of Offers in the English Language.	1991-04		
52.214-35	Submission of Offers in U.S. Currency.	1991-04		
52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements.	2014-05		

### 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.	1984-04		

Type of Contract (Apr 1984)

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

(End of provision)

52.228-1	Bid Guarantee.	1996-09		
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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 twenty (20) percent of the bid price or \$3,000,000.00, whichever is less. Bid guarantee shall be submitted electronically and included with bid submission via platform identified for bid submissions. Payment and performance bonds shall be submitted electronically to the contract specialist via platform identified at the time of award.

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

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

(End of clause)

52.233-2                      Service of Protest.    2006-09

Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from U.S. Army corps of Engineers - Savannah District Attn: CECT-SSAS-E (Jeremiah J. Scheil) 100 W. Oglethorpe Ave. Savannah, GA 31401.

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

(End of provision)

52.252-1                      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):

<https://www.acquisition.gov/>

(End of provision)

52.252-5	Authorized Deviations in Provisions.	2020-11
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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 DFARS (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

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.215-7008	Only One Offer.	2022-12		

ONLY ONE OFFER (DEC 2022)

(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 FAR 15.403-3); 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 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, 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 FAR 15.404-1).

(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 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), 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 21 13 - Instructions to Bidders

### Bid Data Sheet

**W912HN26BA003**

**Military Working Dog Kennel at Hunter Army Airfield, Savannah, GA.**

#### Company's Information

Name: \_\_\_\_\_

Address (as registered in System for Award Management - SAM):

\_\_\_\_\_  
\_\_\_\_\_

Email Address:

\_\_\_\_\_

CAGE Code: \_\_\_\_\_

SAM UEI Number: \_\_\_\_\_

Tax ID No.: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Person(s) Authorized to Sign Bid:

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Servicing SBA Office Address:

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### **INSTRUCTIONS TO BIDDERS**

This Acquisition will be solicited using **FAR Part 14, Seal Bid Procedures** and is a **competitive 8 (a) Small Business Set-Aside procurement**. This is a Single Firm Fixed Price Contract for Project: Military Working Dog Kennel at Hunter Army Airfield, Savannah, GA.

**Basis for Award: Contract shall be awarded to the responsive and responsible, lowest priced prospective contractor. Before award, to be determined responsible, a prospective contractor must furnish the following information with the submitted bid:**

#### **VOLUME I:**

Bid Data Sheet (including CAGE Code, SAM UEI No., and Servicing SBA Office)

Current Financial Statement

Any applicable Teaming Agreements

#### **VOLUME II:**

Standard Form 1442, completed, any and all amendments acknowledged, and signed by an authorized person.

Unit and Total Pricing for all line items shall be placed in the bid schedule for both bid acceptance periods. CLINs will be utilized for award pricing and are not to be priced during the solicitation.

Bid Bond Guarantee per FAR 52.228-1. Failure to provide a bid bond guarantee per FAR 52.228-1 could render your bid nonresponsive.

### **BONDS:**

1) Bid Bond Guarantee: In accordance with the Department of Defense Class Deviation 2020-00016, an electronic copy of the Bid Bonds must be provided with your proposal/bid. It is not necessary to mail in hardcopies of the bid bonds. Contractors are responsible for providing timely and proper submission of bid bonds.

2) Performance and Payment bonds are also subject to the Department of Defense Class Deviation 2020-00016. The successful bidder is required to submit payment and performance bonds within 10 Calendar days of the contract award. Original copies of the bonds are not required. Electronic submission of Performance and Payment bonds shall be submitted to the Contract Specialist and Contracting Officer listed in this action. The point of contact name, email address and phone number for your surety shall also be submitted with the payment and performance bonds.

### **SUBMISSION OF BIDS:**

A. The Offeror's bid shall be submitted electronically, as described below. The Offeror's bid shall not contain classified data. The use of hyperlinks in the bid is prohibited.

NOTE: The only authorized transmission method for bids in response to this solicitation is electronic via the PIEE Solicitation Module. NO OTHER TRANSMISSION METHODS (EMAIL, FACSIMILE, REGULAR MAIL, HAND CARRIED, ETC.) WILL BE ACCEPTED.

1. The Offeror's bid must be received by the Government by the date/time specified in the solicitation. Offerors shall submit their bid using the following link: <https://piee.eb.mil/>

\*\* The Government will not be responsible for submissions delivered to any location or to anyone other than those designated to receive bids.

Offerors are responsible for ensuring that proposals are submitted so as to reach the designated recipient.

Offerors are responsible for allowing sufficient time for bids to be received in accordance with the instructions provided.

FILE DESCRIPTION: Include a "File Description" for each file(s) you upload. The "File Description" will be included in the email notice to each of the recipients you choose to have access your file(s). NOTE: Do NOT enter Privacy Act Data (Personal Identification Information (PII)) in the File Description.) Submission shall be in Adobe PDF format.

W912HN26BA003\_Company Name\_VOLUME I

W912HN26BA003\_Company Name\_VOLUME II

In order to submit through the Solicitation Module in PIEE, you must have an active Proposal Manager role in PIEE at <https://piee.eb.mil/>

See PIEE instructions in Solicitation Section 00 20 00.

B. Submit bids electronically as instructed above on Date and time listed in box 13 of SF 1442 (Solicitation).

Restrictions: Failure to submit all the data in the format indicated in this section maybe determining a bid incomplete and, therefore, not considered for evaluation or for subsequent award.

### **Virtual Bid Opening:**

a. A virtual bid opening will take place on Microsoft Teams. Interested individuals will navigate to the MS Teams Link provided on SAM.gov and enter their email address and name. Please provide your full name and information. This information will be utilized to obtain the list of attendees at the virtual bid opening. The MS Teams Link for the virtual bid opening will be provided on the SAM.gov solicitation notice no later than one (1) day prior to the virtual bid opening.

b. The bids will be read aloud, and individuals will be able to view information on the MS Teams screen as the bids are entered into the bid tabulation sheet.

c. The MS Teams virtual bid opening will begin two (2) hours after date/time specified in the solicitation for receipt of bids, reference SF 1442 Block 13. MS Teams participants should be logged into the MS Teams room and audio portion at least 5 minutes prior to avoid missing any of the virtual bid opening. Example: If SF 1442 Block 13 states 5/14/2026 at 11:00am EDT for bids to be received, the opening of bids will start 5/14/2026 at 1:00pm EDT.

d. The complete bid abstract will be posted to the solicitation notice on [https:// SAM.gov](https://SAM.gov) approximately within 2 days after the virtual bid opening.

### **Apparent Clerical Mistakes:**

1. For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

a. Obviously misplaced decimal points will be corrected.

b. Discrepancy between unit price and extended price, the unit price will govern.

c. Apparent errors in extension of unit prices will be corrected.

d. Apparent errors in addition of lump-sum and extended prices will be corrected.

2. For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid.

**RMS Contractor Mode:**

Any contract award resulting from this solicitation will require the mandatory use of the automated Resident Management System Contractor Mode System.

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

## Section 00 22 00 - Supplementary Instructions

### FAR Provisions Incorporated by Reference

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>	<b>Alternate Deviation</b>	<b>Variation Effective Date</b>
52.217-4	Evaluation of Options Exercised at Time of Contract Award.	1988-06		
52.217-5	Evaluation of Options.	1990-07		

## Section 00 45 00 - Representations and Certifications

### 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		
252.219-7000	Advancing Small Business Growth.	2023-06		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		

### FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-7	Information Regarding Responsibility Matters.	2018-10		

#### Information Regarding Responsibility Matters (Oct 2018)

(a) Definitions. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed

Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-13	Violation of Arms Control Treaties or Agreements- Certification.	2021-11
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Violation of Arms Control Treaties or Agreements-Certification (Nov 2021)

(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 there may have been such activity, 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 it is later determined 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)

### DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7007	Alternate A, Annual Representations and Certifications.	2025-10	Alternate A	2025-10

#### ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)

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

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

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

(i) Paragraph (e) applies.

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

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

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

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

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

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

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$200,000 or more.

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

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

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

**XX** (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.

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

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

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

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

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

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.sam.gov>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[Offeror to insert changes, identifying change by provision number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
—	—	—	—
—	—	—	—
—	—	—	—
—	—	—	—
—	—	—	—

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

(End of provision)

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

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

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

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

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

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

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services

to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

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

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

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

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

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

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

(End of provision)

## Section 00 70 00 - Conditions of the Contract

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management. (Alternate I)	2024-11	Alternate I	2018-10
52.222-3	Convict Labor.	2003-06		
52.222-7	Withholding of Funds.	2014-05		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0038)	2026-04		
52.223-10	Waste Reduction Program. (DEVIATION 2025-O0004)	2025-03	Deviation 2025- O0004	2025-03
52.225-10	Notice of Buy American Requirement-Construction Materials. (Alternate I)	2014-05	Alternate I	2014-05
52.232-2	Payments under Fixed-Price Research and Development Contracts.	1984-04		
52.249-10	Default (Fixed-Price Construction). (Alternate I)	1984-04	Alternate I	1984-04

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective
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**Date**

252.226-7003 Drug-Free Work Force. 2024-08

**FAR Clauses Incorporated by Full Text**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>	<b>Alternate Deviation</b>	<b>Variation Effective Date</b>
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 options 1 and/or 2 by written notice to the Contractor no later than (NLT) 90 calendar days after notice to proceed. No additional time will be added to the contract period of performance if an option is awarded at the same time as the base. However, if options 1 and /or 2 are exercised any time after the base contract award (while the contract is active), an additional 90 calendar days will be added to the contract performance period for these options. Options 3 and /or 4 may be exercised NLT 480 calendar days after the notice to proceed. No additional time will be added to the contract performance period for these options. 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)

52.219-18	Notification of Competition Limited to Eligible 8(a) Participants. (Alternate I)	2022-10	Alternate I	2023-03
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*Alternate I* (Mar 2023). If the competition is to be limited to 8(a) participants within one or more specific SBA regions or districts, add the following paragraph (a)(1)(iii) to paragraph (a) of the clause:

(iii) The offeror's approved business plan is on the file and serviced by SBA District and/or Area Office(s) as identified by the SBA TBD.

52.225-9 Buy American-Construction Materials. (Alternate I) 2026-02 Alternate I 2022-10

*Alternate I* (Oct 2022). As prescribed in 25.602(a)(3) substitute the following sentence for the first sentence in paragraph (1)(ii)(A) of the definition of "domestic construction material" in paragraph (a):

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 65 percent of the cost of all its components.

**DFARS Clauses Incorporated by Full Text**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>	<b>Alternate Deviation</b>	<b>Variation Effective Date</b>
252.219-7010	Notification of Competition Limited to Eligible 8(a) Participants-Partnership Agreement.	2019-10		

**NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) PARTICIPANTS-PARTNERSHIP AGREEMENT (OCT 2019)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) Program and which meet the following criteria at the time of submission of offer:

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan.

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by SBA.

(3) If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, then the offeror's approved business plan is on the file and serviced by TBD.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Unless SBA has waived the requirements of paragraphs (d)(1)(i) through (iii) and (d)(2) of this clause in accordance with 13 CFR 121.1204, a small business concern that provides an end item it did not manufacture, process, or produce, shall-

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers, see paragraph (d)(2) of this clause instead;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of the components of the kit shall be manufactured, processed, or produced by small businesses in the United States or its outlying areas.

(3) The requirements of paragraphs (d)(1)(i) through (iii) and (d)(2) of this clause do not apply to construction or service contracts.

(e) The TBD (SBA's contractor) will notify the U.S. Army Corps of Engineers, Savannah District Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

**Section 00 72 00 - General Conditions****FAR Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>	<b>Alternate Deviation</b>	<b>Variation Effective Date</b>
52.202-1	Definitions.	2020-06		
52.203-3	Gratuities.	1984-04		
52.203-5	Covenant Against Contingent Fees.	2014-05		
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		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-13	Contractor Code of Business Ethics and Conduct.	2021-11		
52.203-16	Preventing Personal Conflicts of Interest.	2020-06		
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.	2020-06
52.204-13	System for Award Management Maintenance.	2018-10
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	2025-01
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	2018-10
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	2015-11
52.210-1	Market Research.	2021-11
52.211-13	Time Extensions.	2000-09
52.214-18	Preparation of Bids-Construction.	1984-04
52.214-19	Contract Award-Sealed Bidding-Construction.	1996-08
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data-Modifications-Sealed Bidding.	2020-06
52.214-29	Order of Precedence-Sealed Bidding.	1986-01

52.219-8	Utilization of Small Business Concerns.	2025-01
52.219-16	Liquidated Damages-Subcontracting Plan.	2021-09
52.222-4	Contract Work Hours and Safety Standards -Overtime Compensation.	2018-05
52.222-6	Construction Wage Rate Requirements.	2018-08
52.222-8	Payrolls and Basic Records.	2021-07
52.222-9	Apprentices and Trainees.	2005-07
52.222-10	Compliance with Copeland Act Requirements.	1988-02
52.222-11	Subcontracts (Labor Standards).	2014-05
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.	1988-02
52.222-15	Certification of Eligibility.	2014-05
52.222-32	Construction Wage Rate Requirements-Price Adjustment (Actual Method).	2018-08
52.222-35	Equal Opportunity for Veterans.	2020-06

52.222-36	Equal Opportunity for Workers with Disabilities.	2020-06
52.222-37	Employment Reports on Veterans.	2020-06
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	2010-12
52.222-50	Combating Trafficking in Persons.	2025-10
52.222-54	Employment Eligibility Verification.	2025-01
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026.	2022-01
52.222-62	Paid Sick Leave Under Executive Order 13706.	2022-01
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts.	2024-05
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	2024-05
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
52.228-12	Prospective Subcontractor Requests for Bonds.	2022-12
52.228-14	Irrevocable Letter of Credit.	2014-11
52.228-15	Performance and Payment Bonds-Construction.	2020-06
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee).	2021-02
52.229-3	Federal, State, and Local Taxes.	2013-02
52.232-8	Discounts for Prompt Payment.	2002-02
52.232-11	Extras.	1984-04
52.232-17	Interest.	2014-05
52.232-18	Availability of Funds.	1984-04
52.232-23	Assignment of Claims.	2014-05
52.232-27	Prompt Payment for Construction Contracts.	2017-01

52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10		
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03		
52.233-1	Disputes. (Alternate I)	2014-05	Alternate I	1991-12
52.233-3	Protest after Award.	1996-08		
52.233-4	Applicable Law for Breach of Contract Claim.	2004-10		
52.236-2	Differing Site Conditions.	1984-04		
52.236-3	Site Investigation and Conditions Affecting the Work.	1984-04		
52.236-5	Material and Workmanship.	1984-04		
52.236-6	Superintendence by the Contractor.	1984-04		
52.236-7	Permits and Responsibilities.	1991-11		
52.236-8	Other Contracts.	1984-04		
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	1984-04		
52.236-10	Operations and Storage Areas.	1984-04		
52.236-11	Use and Possession Prior to Completion.	1984-04		

52.236-12	Cleaning Up.	1984-04		
52.236-13	Accident Prevention.	1991-11		
52.236-14	Availability and Use of Utility Services.	1984-04		
52.236-15	Schedules for Construction Contracts.	1984-04		
52.236-17	Layout of Work.	1984-04		
52.236-21	Specifications and Drawings for Construction.	1997-02		
52.242-13	Bankruptcy.	1995-07		
52.242-14	Suspension of Work.	1984-04		
52.243-4	Changes.	2007-06		
52.243-5	Changes and Changed Conditions.	1984-04		
52.244-6	Subcontracts for Commercial Products and Commercial Services.	2025-10		
52.246-12	Inspection of Construction.	1996-08		
52.246-21	Warranty of Construction.	1994-03		
52.246-23	Limitation of Liability.	1997-02		
52.247-5	Familiarization with Conditions.	1984-04		
52.247-15	Contractor Responsibility for Loading and Unloading.	1984-04		
52.249-2	Termination for Convenience of	2012-04	Alternate I	1996-09

the Government (Fixed-Price).  
(Alternate I)

52.249-4 Termination for Convenience of the Government (Services) (Short Form). 1984-04

**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		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		

252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	2023-01
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
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
252.219-7011	Notification to Delay Performance.	1998-06
252.222-7002	Compliance with Local Labor Laws (Overseas).	1997-06
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7048	Export-Controlled Items.	2013-06
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.227-7033	Rights in Shop Drawings.	1966-04
252.232-7003	Electronic Submission of Payment Requests and	2018-12

Receiving Reports.

252.232-7004	DoD Progress Payment Rates.	2014-10
252.232-7010	Levies on Contract Payments.	2006-12
252.235-7003	Frequency Authorization.	2014-03
252.236-7000	Modification Proposals--Price Breakdown.	1991-12
252.236-7006	Cost Limitation.	1997-01
252.236-7007	Additive or Deductive Items.	1991-12
252.236-7008	Contract Prices--Bidding Schedules.	1991-12
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers.	2023-01
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	2023-11
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	2010-10
252.247-7023	Transportation of Supplies by Sea.	2024-10

## FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.211-12	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 \$1,305.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.219-14	Limitations on Subcontracting.	2022-10		
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### Limitations on Subcontracting (Oct 2022)

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

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

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

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

(c) *Applicability*. This clause applies only to-

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

- (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
  - (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
  - (4) Orders expected to exceed the simplified acquisition threshold and that are-
    - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
    - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
  - (5) Orders, regardless of dollar value, that are-
    - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
    - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
  - (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
- (d) *Independent contractors.* An independent contractor shall be considered a subcontractor.
- (e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-
- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
  - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

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

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

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

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

*[Contracting Officer check as appropriate.]*

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

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

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

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

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege 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)

Section 8(a) Award (Oct 2019)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements, delegates to the contracting office who the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the U.S. Army Corps of Engineer's Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(End of clause)

52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	2024-05
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Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024)

(a) Definitions. As used in this clause-

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<https://www.epa.gov/snap/>).

Hydrofluorocarbons means compounds that only contain hydrogen, fluorine, and carbon.

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

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

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

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

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

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

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <https://www.epa.gov/snap/>.

(End of clause)

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

Payments under Fixed-Price Construction Contracts (May 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C.3727 and 41 U.S.C.6305).

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

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

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

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

(End of clause)

52.232-16 Progress Payments. (Deviation) 2026-02

Progress Payments (Feb 2026) (Deviation)

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

(a) Computation of amounts.

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

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

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

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

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

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

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

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

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

(ii) Costs incurred by subcontractors or suppliers.

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

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

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

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

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

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

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

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

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

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

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

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

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

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

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

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

(d) *Title.*

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

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

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

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

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

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

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

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

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

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

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

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

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

(e) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

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

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

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

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

(3) Each Contractor request for progress payment shall:

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

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

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

(i) *Reservations of rights.*

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

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

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

(1) The amounts included are limited to-

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

(ii) Any unpaid subcontractor requests for financing payments.

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

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

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

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(k) *Limitations on undefinitized contract actions.* Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A *contract action* is any action resulting in a contract, as defined in subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) *Due date.* The designated payment office will make progress payments on the 14th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

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

(End of clause)

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):

<https://www.acquisition.gov/>

(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 DFARS (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**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>	<b>Alternate Deviation</b>	<b>Variation Effective Date</b>
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States.	2015-06		

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

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

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832(Contracting Officer to insert applicable information cited in PGI 225.372-1 (DFARS/PGI view)).

(End of clause)

252.236-7001 Contract Drawings and Specifications. 2000-08

#### CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

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

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

Title	File	Drawing No.
See plans, specifications, and drawings attached to this solicitation for bidding purposes	<hr/>	<hr/>

(End of clause)

## **Section 00 73 00 - Supplementary Conditions**

### **PHYSICAL DATA (APR 1984)**

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by subsurface investigations and topographic surveys.

(b) Weather conditions are reported by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) Environmental Data Service, Asheville, North Carolina and information about weather conditions is available through the following internet site : <http://www.nws.noaa.gov/>

See the Time Extensions for Unusually Severe Weather that is on the solicitation.

(End of condition)

### **SITE VISIT (CONSTRUCTION) (FEB 1995)**

(a) An organized site visit has been scheduled ( see the below details).

(b) Participants will meet at ( information is below).

#### **When:**

9 April 2026 at 10:00 AM . Plan adequate time for the government to perform a background check and to issue a temporary pass. Ensure to inform the access point you are attending a one time short site visit and do not needed recurring access. Have on hand a government issued picture identification, proof of vehicle registration and auto insurance. Visitors do not need to submit their name or any information prior to attending. Visitors are responsible for arriving at the site visit on time.

#### **Where:**

Visitor Control Center (VCC), Building 4100, Montgomery Street, Hunter Army Airfield, Savannah, GA. 31409

Enter at the Montgomery Street VCC (near the intersection of Montgomery Street and Mildred Street, Savannah, GA.)

Park vehicle(s) in visitor parking and walk to the Visitors Center for issuance of a visitor pass

Once you have your visitor's pass, then you will meet in the parking lot next to the project site. \*\*\*The site visit map will be in the attachment (titled B\_08\_\_Site\_Visit\_Directions\_\_Kennel\_HAAF) in PIEE and SAM.gov \*\*\*

**Point of contact:**

Mark T. Puhalla email: Mark.T.Puhalla@usace.army.mil and/or mobile no. (912) 414-8104.

"No government transportation to the site will be provided"

(End of Condition)

**COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK - CONSTRUCTION (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 10 calendar days days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 840 calendar days after issuance of the notice to proceed.\* The time stated for completion shall include final cleanup of the premises.

\* The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of condition)

**VARIATION IN ESTIMATED QUANTITY (APR 1984)**

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

(End of condition)

### **Additional Requirements**

#### **1. U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1:**

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at: <http://www.publications.usace.army.mil/usacepublications/engineermanuals.aspx>.

The Contractor shall be responsible for complying with the current edition and all changes posted on the web through the date that is 10 calendar days prior to the date offers are due. If the solicitation is amended to extend the time set for receipt of offers, the 10 calendar days rule stated above shall be applied against the amended date. (For example, if offers are due on 10 April, all changes posted on or before 31 March shall apply to the contract. If the time for receipt of offers is extended from 10 April to 20 April, all changes posted on or before 10 April shall apply to the contract.)

#### **2. Designated Billing Office: Invoices will be submitted via RMS: Project Identifier TBD after award Alternate method upon approval is mailing invoices to the following:**

Hunter Amy Airfield Resident Office

Attn: Todd McGalliard, ACO

222 Blanton Road, Building 1033

Hunter Amy Airfield, GA 31409

#### **3. Designated Payment Office: Payments will be made by:**

U.S. Army Corps of Engineers Finance Center ATTN: CEFC-AO-P

5720 Integrity Drive

Millington, TN 38054-5005

#### **4. Contractor-Prepared Network Analysis System:**

The progress chart to be prepared by the contractor pursuant to FAR 52.236-15, Schedules for Construction Contracts, shall utilize the Critical Path Method (CPM) of network calculation.

#### **5. Unauthorized Instructions from Government or Other Personnel:**

The Contractor shall not accept any instructions issued by any person, employed by the Government or otherwise, other than the Contracting Officer or the Contracting Officer's Representative (COR) acting within the limits of the COR's Authority. See the Contracting Officer's Representative clause of this contract.

#### **6. Required Insurance (Oct 2012 SAS) (Ref. FAR 28.307):**

a. The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

1) Comprehensive and Employer's Liability Insurance: Coverage in an amount not less \$100,000 or in the amount required by the State law in which the work is to be performed under this contract, whichever is greater.

2) Comprehensive General Liability Insurance: Coverage in an amount not less than \$500,000 per occurrence.

3) Automobile Liability Insurance: \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 property damage liability.

b. Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in the policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

c. The Contractor agrees to insert the substance of this clause, including this subparagraph (c), in all subcontracts hereunder.

#### **7. Preconstruction Conference (OCT 1988 SAS):**

Preconstruction Conference In accordance with FAR 36.305:

a. A preconstruction conference will be arranged by the Contracting Officer after award of contract and before commencement of work. The Contracting Officer's Representative (COR) will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters.

b. The Contractor shall provide the following 7 days prior to this conference, in completed form a Certificate of Insurance, plus the following items in either completed or draft form:

Accident Prevention Plan

Quality Control Plan

Letter Appointing Superintendent (with resume)

Letter Appointing Quality Control Manager (w/qualifications)

Transmittal Register

Power of Attorney and Certified Copy of Resolution Network Analysis System, when applicable

List of Subcontractors

Environmental Protection Plan

Work Plan (to include equipment list)

c. A letter of record will be written documenting all items discussed at the conference, and a copy will be furnished by the COR to all in attendance.

**8. Submittal of Modification Cost Estimates Proposals (Ref. DFARS 252.236-7000):** When submittals of Cost Estimate Proposals are required for additions or deletions to work under this contract by modification, the Contractor shall document in accordance with Requests for Proposals as issued by the Administrative Contracting Officer and shall do so in accordance with 52.215-12 and 252.243-7001. A separate assemblage will be prepared for submittal by each trade affected by the proposed work

**9. Time Extensions for Unusually Severe Weather (Apr 1991 OCE):**

a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled DEFAULT (FIXED PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all-weather dependent activities.

**Monthly Anticipated Adverse Weather Delay Workdays Based on 5-Day Work Week**

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
6	6	5	4	5	7	9	8	5	2	3	6

c. Upon acknowledgment of the Notice to Proceed and continuing through-out the contract, the Contractor will record on the daily Contractor Quality Control report the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day in each month and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b) above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair-weather workdays, and issue a modification in accordance with the contract clause entitled DEFAULT (FIXED PRICE CONSTRUCTION).

**10. AT/OPEC Requirements:**

1. AT Level I training. This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled

access areas shall complete AT Level I Awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 5 calendar days after completion of training by all employees and subcontractor personnel. AT level I Awareness training is available at the following website: <http://jko.jten.mil>.

2. Access and general protection/security policy and procedures. This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area. Contractor and all associated subcontractor employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.2049, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes

3. For contractors that do not require CAC, but require access to a DoD facility or installation. Contractor and all associated subcontractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCICIII) and Terrorist Screening Database (Army Directive 201405/AR 19013), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative); or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations

4. iWATCH Training. This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. The contractor and all associated subcontractors shall brief all employees on the local iWATCH Army program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within calendar 30 days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT calendar 5 days after contract award.

5. For contracts that require OPSEC Training. Per AR 5301, Operations Security, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter.

6. Threat Awareness Reporting Program. For all contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training by a CI agent or other trainer as specified in 2-4b.

**11. Veterans Employment Emphasis for U.S. Army Corps of Engineers Contracts:** In addition to complying with the requirements outlined in FAR Part 22.13, FAR Provision 52.222-38, FAR Clause 52.222-35, FAR Clause 52.222-37, DRARS 222.13 and Department of Labor regulations, U.S. Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the training and employment of U.S. veterans while performing under a USACE contract. While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract. The following resources are available to assist USACE contractors in their outreach efforts:

Federal veteran employment information: [www.fedshirevets.gov/index.aspx](http://www.fedshirevets.gov/index.aspx)

Veterans' Employment and Training Service (VETS): <http://www.dol.gov/vets/>

Veterans Opportunity to Work (VOW) Program: <http://benefits.va.gov/vow/>

Hiring Our Heroes initiative: [www.uschamberfoundation.org/hiring-our-her](http://www.uschamberfoundation.org/hiring-our-her)

**12. Wage Determination:**

The most current Wage Determination, General Decision Number GA20260317, dated 01/23/2026 is applicable this project. Wage Determinations may be found at <https://sam.gov/>.

**NOTE: Bidders are reminded that wage determinations are subject to change prior to award. All proposed pricing shall include the most current wage rates. All bidders are encouraged to review wage rates established by the Department of Labor prior to submitting bids.**

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

Overall Contract Inspection/Acceptance Locations

Overall Contract Delivery Period

**FAR Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>	<b>Alternate Deviation</b>	<b>Variation Effective Date</b>
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52.247-34

F.o.b. Destination.

1991-01

## **Section 01 00 00 - General Requirements**

### **Requirements**

Construct a SOF Military Working Dog (MWD) Kennel (approximately 11,000 SF) at Hunter Army Airfield, GA to include kennel administration offices, veterinary exam and surgical suite, isolation area, operating room, TA-50 locker area, latrines with showers, tack room, food preparation and storage areas, indoor and outdoor kennels, and building utility support areas. Built-in building systems include fire alarm/mass notification, fire suppression, HVAC, energy management control system, electrical systems, and communications networks. Supporting facilities include site preparation, utilities, vehicle parking, access drives, curb and gutter, sidewalks, storm drainage, landscaping, and other site improvements. Includes demolition of old kennel adjacent to the site.

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Product Service Code : Y1AZ

North American Industry Classification System (NAICS) : 236220