

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
7. ISSUED BY	CODE	8. ADDRESS OFFER TO

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
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SOLICITATION	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".	
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)	

11. The contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input 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 type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS
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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 _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input type="checkbox"/> is, <input type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NUMBER (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14.)

CODE

FACILITY CODE

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

AMOUNTS 

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) () ☐ 41 U.S.C. 3304(a) ()

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

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

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. DATE

BY

Section 00 00 00 - Procurement and Contracting Requirements

FAC NOS. 223, 1508 AND 1074 REPAIR ACCESS APRON AT THE U.S. NAVAL AIR FACILITY (NAF),
ATSUGI, JAPAN

Section 00 01 10 - Table of Contents

TABLE of CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>
00 10 00	Solicitation
00 21 00	Instructions
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(END OF TABLE OF CONTENTS)

LISLIST OF ATTACHMENTS

List of attachment included in the solicitation and any subsequent award.

<u>No.</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
1	NAVFAC Specification (SRN24162572_ePN1831998)	17 April 2025	246
2	NAVFAC Drawing (SRN24162572_ePN1831998)	N/A	14

List of attachment included in the solicitation only

<u>No.</u>	<u>Title</u>	<u>Number of Pages</u>
A	Site Visit Request Form	1
B	Pre-Bid Inquiry Form	1

DFARS 252.204-7000 Disclosure of Information applies to all Documents, Exhibits, and Attachments as well as FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems and DFARS 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls, 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information, and 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.

Attachment 1 and 2 will be made available to Offerors via approved controlled document request in Contract Opportunities (sam.gov). The point of contact for all attachments and exhibits is Ms. Midori Otomo, Midori.Otomo.Ln@us.navy.mil .

Offerors are encouraged to seek guidance from their own legal or cyber-security compliance advisors for advice concerning the 15 security controls required by FAR 52.204-21. Additional information is also available through the below webpage:

<https://pacific.navfac.navy.mil/Facilities-Engineering-Commands/NAVFAC-Far-East/About-Us/Contractors-Information/>

NOTE: This solicitation includes Government furnished information (GFI) that requires unique handling, storage, marking, and/or release or dissemination procedures in accordance with Federal law and/or regulations and/or DoD policy. Contractor guidance on its duties and responsibilities with regard to GFI provided under this solicitation, which includes but is not limited to Controlled Unclassified Information (CUI) and/or Operations Security (OPSEC) (the CUI_OPSEC Guide) is located at the webpage indicated above and will be incorporated by reference into any resulting contract, task order, delivery order, etc.

The following provision and clause are applicable to this acquisition-- DFARS 252.204-7019 (Notice of NIST SP 800-171 DoD Assessment Requirements) and 252.204-7020 (NIST SP 800-171 DoD Assessment Requirements). The referenced provision and clause must be complied with to be eligible for award.

1. DFARS provision 252.204-7019, provides in relevant part as follows. If the offeror is required to implement NIST SP 800-171, the offeror must have a current (not older than three years unless a lesser time is specified in the solicitation) NIST SP 800-171 DoD Assessment for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order to be considered for award. It also requires the contractor to post summary level scores of their NIST SP 800-171 Assessments in the Supplier Performance Risk System (SPRS) database.

2. DFARS clause 252.204-7020, provides in relevant part as follows. If applicable, requires the contractor to provide Government access to facilities, systems, and personnel necessary for DoD to conduct or renew a higher level Assessment. The DFARS 252.204-7020 clause must be flowed down to all subcontractors (except COTS suppliers). The clause further directs that prime contractors are required to ensure that applicable subcontractors (i.e., those that must meet NIST SP 800- 171 requirements) have a current DoD Assessment posted in SPRS.

Section 00 10 00 - Solicitation, Contract Line Item Number (CLIN) Schedule**Additional Information/Notes**

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	<p>FAC NOS. 223, 1508 AND 1074 REPAIR ACCESS APRON AT THE U.S. NAVAL AIR FACILITY (NAF), ATSUGI, JAPANThe contractor shall provide all labor, material, equipment, transportation and supervision, quality control and insurance necessary to repair access apron Fac No. 223, 1508 and 1074 at NAF Atsugi in accordance with specification and drawing for SRN24162572), attachment 1 and 2. . This work does not include unforeseen site conditions.Bid shall be priced only in Japanese Yen. Bid not priced in Japanese Yen shall be deemed non-responsive, and will not be eligible for award.When the contract is awarded, the price of this CLIN will be expressed in U.S. Dollars for the administrative convenience of the U.S. Government. Payment will be made in Japanese Yen.</p> <p>Pricing Arrangement: Firm Fixed Price</p>	1	Project		

Section 00 21 00 - Instructions

A. GENERAL INFORMATION

1. BIDS

Bidders shall comply with this "Instructions to Bidders" and Standard Form 1442 "Solicitation, Offer, and Award (Construction, Alteration, or Repair)" in the preparation of bids. Bidders must thoroughly and fully review the solicitation and its attachments. Bidders must fully and comprehensively understand the Government's requirements for the subject solicitation before submitting a bid. It is the Bidder's/Awardee's responsibility to fully deliver and complete the subject project stated in this solicitation per the Bidder's submitted price proposal.

Bids shall be submitted no later than the date and time provided in Block 13 of the Standard Form 1442 (unless revised by a formal amendment), "Solicitation, Offer, and Award (Construction, Alteration, or Repair)."

2. BIDDER'S QUALIFICATIONS

Before a bid is considered for award, the bidder may be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and such other information as may be required to evaluate the bidders responsibility.

3 BID GUARANTEE AND BONDING REQUIREMENTS

A bid guarantee and performance bond are required by this solicitation. See, FAR 52.228-1, 52.228- 2 and 52.228- 15 for details. Corporations executing bid and performance bonds as sureties will be considered acceptable if they have received official approval to do so from the Ministry of Finance, Government of Japan, notwithstanding any requirement stated elsewhere that such corporations be approved by the U.S. Department of Treasury. Guarantees by Japanese banks executed on will also be accepted where authorized under Japanese banking laws. Individual sureties will only be permitted where the Offeror proposing an individual to act as surety complies with FAR 52.228-11 herein and the Government, in its discretion, determines the individual surety to be acceptable for purposes of this procurement. Japanese sureties (whether corporations, banks or individuals) are requested to submit Power of Attorney (POA) to NAVFAC Far East prior to issuing any bond. Refer to FAR 52.228-1 for Government acceptable forms of firm commitments.

The company name and address of Bid Bond (SF24), Performance Bond (SF25), and Additional Bond (SF1415) should match with the company name and address of bid form. Bonding company or Bank should submit POA to the contracting office before they issue the bond. If it is not submitted, their bond may be rejected. If the contractor wants to use the check for bond, the issue office should be Bank or financial (banking) institution. We cannot accept the check issued by the Offerors.

Electronic copy of SF24 can be downloaded at below URL:
<http://www.gsa.gov/portal/forms/download/115982>

Electronic copy of SF25 can be downloaded at below URL:
<https://www.gsa.gov/forms-library/bid-bond>

Electronic copy of SF1415 can be downloaded at below URL:
<https://www.gsa.gov/forms-library/performance-bond>

4. CONTRACTOR LICENSING REQUIREMENTS

Any contract resulting from this solicitation will be awarded and performed in its entirety in the country of Japan. Contractors must be duly authorized to operate and conduct business in Japan and must fully comply with all laws, decrees, labor standards, and regulations of Japan during the performance of the contract.

Offerors must be registered to do business and possess a construction license (Kensetsu Gyo Kyoka) issued by the Ministry of Land, Infrastructure and Transport, or prefectural government. Offerors will be required to provide verification on such construction license at the time their offer /quotation/bid is submitted; and/or within 5 calendar days of the request. Offerors with no active licenses submission SHALL NOT be eligible for award, and award can be made to the next responsible bidder. The license must be under the offeror's name. If an offeror is a Joint Venture (JV), JV agreement must be by a company or companies who possesses the license.

5. PRE-AWARD SURVEY

FAR 9.104 requires prospective contractors to demonstrate, among other things, that they have adequate financial resources to perform the contract or ability to obtain them, capability to comply with the required performance schedule, a satisfactory performance record, and be otherwise eligible to receive an award under applicable laws and regulations. The pre-award survey is not a part of the technical evaluation.

The Government may make a pre-award survey of an offeror to determine whether such offeror is qualified and capable of performing the contract. The pre-award survey will involve examination of the bidder's financial and technical status and understanding of the contract requirements. The followings are examples of the information that, upon request, the offeror shall be required to provide in writing to the pre-award survey team. Requested information shall be forwarded within three days of request. Failure to provide requested information, or a determination, after review of the information, of the offeror's nonresponsibility, may result in rejection.

- a. Identification of the Contractor's personnel and management to be used on this contract.
- b. The Contractor's technical and management plans for performing required services.
- c. Description of Contractor's facilities and equipment.
- d. Summary of the Contractor's experience in performing work of the type required by this specification.

- e. Current financial statements and data.
- f. Other work presently under contract.
- g. Prior contracts for similar work, and the names and addresses of individuals with the organization issuing the contract who may be contacted for information concerning the Contractor's performance.
- h. Contractor Quality Control plan for this contract.

6. FAR PROVISION 52.229-11 AND FAR CLAUSE 52.229-12

FAR provision 52.229-11 and FAR clause 52.229-12 are included in this solicitation. This provision and clause concern the imposition of a 2 percent Federal excise tax withholding on any resultant contract award or payment request. This rule applies to Federal Government contracts for goods or services that are awarded to foreign persons. It implements the Department of the Treasury final regulations published in the Federal Register at 81 FR 55133 on August 18, 2016, under section 5000C of the Internal Revenue Code relating to the 2 percent tax on payments made by the U.S. Government to foreign entities pursuant to certain contracts.

Exemptions from this excise tax must be claimed by an Offeror when it submits, with its offer, a U.S. Department of Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14.

If not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent on each payment. Failure to submit IRS Form W-14 with a payment request will also result in an automatic withholding of 2 percent from the payment request.

When filling out the IRS Form W-14 the following information may be used to complete Part I, Line 6 and 7:

Line 6 Contract / reference number: N4008425B8010

Line 7 Name and address of the acquiring agency: Naval Facilities Engineering Command (NAVFAC) Far East

City or town, state or province. Include postal code where appropriate Country (do not abbreviate): Bldg. 89, Ogami, Ayase, Kanagawa, 252-1101 Japan

Any exemption claimed and self-certified is subject to audit by the IRS. Any disputes concerning this tax are adjudicated by the IRS because the Section 5000C tax is a tax matter not a contract issue.

Offerors are encouraged to seek guidance from their own tax, legal, or accounting professionals for advice concerning the provision, clause, and the execution/submission of IRS Form W-14. Additional information is also available at: https://www.navfac.navy.mil/navfac_worldwide/pacific/fecs/far_east/about_us/contractors_information.html

7. SYSTEM FOR AWARD MANAGEMENT REGISTRATION

All Offerors (i.e., whether individually or as a joint venture, etc.) responding to this solicitation must be registered and have an active status in the System for Award Management (SAM) database at the time an offer/quotation/bid is submitted to be eligible for award. For more information please go to <https://www.sam.gov>, and complete the provisions associated with the annual representations and certifications identified in the Federal Acquisition Regulation (FAR) Subpart 4.1202 and Defense FAR Supplement (DFARS) Subpart 204.1202.

An Offeror is required to be registered in SAM when submitting its offer/quotation/bid, and shall continue to be registered at all relevant times, i.e., time of award, during contract performance, and through final payment of the contract resulting from this solicitation.

CAUTION: All Offerors are required to be registered in SAM at the time their offer/quotation/bid is submitted. Offerors with no active SAM registration upon receipt of their offer/quotation/bid may be considered ineligible for award. If during the responsibility determination the SAM registration is not cured, award can be made to the next responsible bidder

A contract cannot be awarded to a contractor not registered in SAM with ACTIVE status. Remember to review the NAICS codes listed in your record and make sure that you have listed the NAICS code for this procurement.

8. JOINT VENTURE (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTNERSHIPS (LTD), AND ETC.

Joint Ventures and Limited Liability Companies and Limited Partnerships shall submit the following additional documentation regarding their business entities with the bid:

- a. A copy of the JV, LLC or LTD agreement.
- b. A detailed statement outlining the following in terms of percentages where appropriate:
 - 1) The relationship of the team/partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing.
 - 2) The management approach in terms of who will conduct, direct supervise, and control.
 - 3) The structure and decision-making responsibilities of the partners/parties in terms of who will control the manner and method of performance of work.
 - 4) Identify (by name and title) the personnel having the authority to legally bind the partners/parties (including authority to executed the contract documents and bonds).
- c. A list of partners/parties, to include company name, DUNS and CAGE numbers, address, point of contact, e-mail address, phone number and facsimile number

NOTE: A bid may be rejected if the company name identified on the bonds is different from the JV, LLC or LTD name identified on the agreement.

9. SUBMISSION OF BIDS IN THE ENGLISH LANGUAGE

Bids submitted in response to this solicitation shall be in the English language. Bids received in other than English shall be rejected.

10. SUBMISSION OF OFFERS IN JAPANESE YEN

Bids shall be priced only in Japanese Yen. Bid not priced in Japanese Yen shall be deemed non-responsive, and will not be eligible for award.

11 PRE-BID INQUIRIES

All inquiries must be submitted in writing and received by the Contract Specialist by 7 July 2025 at 10:00 (JST) in order to permit adequate time to reply to the inquiry. Submit all questions to Ms. Midori Otomo via e-mail at midori.otomo.Ln@us.navy.mil using the Pre-Bid Inquiry form, provided attached to this solicitation.

There is no guarantee that questions submitted after the cut-off date will be answered before the solicitation closes. Failure of a prospective Bidder to submit any questions will be construed to mean that the Bidder fully understands the requirement of the solicitation. Responses to inquiries will be provided in the form of an Amendment and posted to the website <https://sam.gov> and PIEE solicitation module. Correspondence shall be in English only in accordance with FAR 52.214-34 Submission of Offers in the English Language and DFARS 252.225-7041 Correspondence in English

12. SITE VISIT

A site visit will be conducted. See Section 00 21 13 Instructions to Bidders, FAR 52.236-27 Site Visit (Construction) (FEB 1995) for more information.

13. AMENDMENTS

The Government may amend this solicitation before the closing date. Any such amendments will be posted to the website <https://sam.gov>; hard copies of the amendment will not be mailed. It is the bidder's responsibility to check the website periodically for any amendments. The contractor must acknowledge any and all amendments issued under this solicitation either by annotating it on the SF1442 or signing each SF30 (amendment) and submitting it with the contractor's bid.

14. CANCELLATION OF SOLICITATION

The Government reserves the right to cancel all invitations and/or reject all bids before award if the Procurement Contracting Officer (PCO) later determines it to be necessary. The procedures in FAR 14.404 shall be followed. In addition, if the PCO determines that an invitation for bids should be canceled and that use of negotiations is in the Government's best interest, the PCO may negotiate and make award without issuing a new solicitation provided the provisions set forth at FAR 14.404-1(f) are met.

15. FAR 14.407-2 APPARENT CLERICAL MISTAKES

(a) Any clerical mistake, apparent on its face in the bid, may be corrected by the contracting officer before award. The contracting officer first shall obtain from the bidder a verification of the bid intended. Examples of apparent mistakes are -

- (1) Obvious misplacement of a decimal point;
- (2) Obviously incorrect discounts (for example, 1 percent 10 days, 2 percent 20 days, 5 percent 30 days);
- (3) Obvious reversal of the price f.o.b. destination and price f.o.b. origin; and
- (4) Obvious mistake in designation of unit.

(b) Correction of the bid shall be effected by attaching the verification to the original bid and a copy of the verification to the duplicate bid. Correction shall not be made on the face of the bid; however, it shall be reflected in the award document.

(c) Correction of bids submitted by electronic data interchange shall be effected by including in the electronic solicitation file the original bid, the verification request, and the bid verification.

16. INCURRED EXPENSES

The Government is not responsible for any costs incurred or associated with preparation and submission of a bid in response to this solicitation.

17. NOTICE TO BIDDERS (US- Japan Status of Forces Agreement)

Any contract resulting from this solicitation will be awarded and performed in its entirety in the country of Japan. Contractors must be duly authorized to operate and conduct business in Japan and must fully comply with all laws, decrees, labor standards, and regulations of Japan during the performance of the contract. The U.S. Government will not offer "United States Official Contractor" status under Article XIV of the U.S.-Japan Status of Forces Agreement (SOFA) to any offeror awarded a contract under this solicitation; nor will the U.S. Government certify any employees of a contractor as "Members of the Civilian Component" under Article I(b) of the SOFA.

18. GATE PASS ISSUE FOR NEW CONTRACTORS

The Government will issue a temporary DBIDS ID Card to enter NAF Atsugi for the first six months. For security reasons, Escort Privilege is not assigned to the temporary pass during the six months. It is the Contractor's responsibility to coordinate base access for this project.

B. BID SUBMISSION INSTRUCTIONS

1. PUBLIC OPENING OF BIDS:

Bids will be publicly opened at the time set for opening in the invitation for bids. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.

Bids (with all required supporting documentation) shall be electronically submitted in paragraph 2, prior to the time set for bid opening stated in this Invitation for Bids (IFB). Any bids delivered by fax will be unacceptable and not considered for award.

Bids will be publicly opened at NAVFACFE Public Works Department (PWD) Atsugi, Building 89, NAF Atsugi Japan on date indicated in Block 13. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.

Bidders planning to attend the public opening in person are required to email the attendees name and company name to Midori Otomo at midori.otomo.Ln@us.navy.mil at least five (5) working days prior to the bid opening date.

2. BIDS SUBMISSION

All bids (with all required supporting documentation) shall be electronically submitted through the Department of Defense (DoD) Solicitation Module in the Procurement Integrated Enterprise Environment (PIEE), or the DoD Secure Access File Exchange (SAFE), or Email (*).

*The submission by Email will only be allowed if there is a problem in both systems (PIEE and DoD SAFE), and the Contracting Officer allows an Email submission. In such cases, you must contact Ms. Midori Otomo at midori.otomo.Ln@us.navy.mil and Mr. Chito Bong F. Carabeo chitobong.f.carabeo.civ@us.navy.mil to request Email submission at least 2 hours prior to the deadline for receipt of bids.

ANY BIDS THAT ARE SUBMITTED OTHER THAN THE AUTHORIZED SUBMISSION STATED ON THIS IFB (PIEE, DoD SAFE, OR E-MAIL AS AUTHORIZED) SHALL NOT BE CONSIDERED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT BIDS ARE SUBMITTED BEFORE THE BID OPENING DATE AS STATED IN THIS IFB.

Bid Submission using Solicitation Module in PIEE

Bids shall be submitted via Solicitation Module in PIEE.

In order to submit a bid 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 or go directly to the Solicitation Module at the following link: <https://piee.eb.mil/sol/xhtml/unauth/index.xhtml>.
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 prefiltered 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 addition information on PIEE Vendor Access Instructions or PIEE Solicitation Module 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

OR

Bid submission using DoD SAFE

Bids shall be submitted via DoD SAFE.

In order to submit a bid through DoD SAFE (<https://safe.apps.mil/>), you must request from the Contract Specialist a unique "Request for Drop-Off" code. The request should include the Offeror's Point of Contact (POC) name, email address, and telephone number and shall be submitted to the assigned Contract Specialist(s) via email to Ms. Midori Otomo at midori.otomo.Ln@us.navy.mil and Chito Bong F. Carabeo at chitobong.f.carabeo.civ@us.navy.mil at least 5 calendar days prior to the deadline for receipt of bids.

Within 3 calendar days prior to the bids due date, the Government will send a DoD SAFE invitation email to the Offeror's POC email address with a "Request for Drop-Off" code for use in submitting the bid. Only the identified POC will be able to drop-off bids or bids revisions in DoD SAFE. Failure to provide accurate POC information will preclude the Offeror from using DoD SAFE.

To upload the bid in DoD SAFE:

1. Request a Drop-Off code from the Contract Specialist(s) identified in the solicitation at least 5 calendar days prior to the deadline for receipt of bids.
2. Log into DoD SAFE at <https://safe.apps.mil/>.
3. Click "Drop-off" and enter the Request Code that was provided by the Contract Specialist.
4. Enter the solicitation number, Offeror name, Unique Entity ID (UEID), and CAGE code in the field labeled "Short note to the Recipients."
5. Upload files by clicking button labeled "Click to Add Files or Drag Them Here".
6. Click "Drop-Off Files" to send the files to the recipient.
7. DoD SAFE will provide a time stamped notification to the Government when the file is uploaded. The DoD SAFE system notification must show the bid "Drop-Off" or submission was no later than the time and date specified in Block 13 of the SF1442. The date and time of "Drop-Off" or submission recorded in DoD SAFE shall govern the timeliness of any offer/quotation/bid/proposal submission.

For DoD SAFE User Guide information visit: <https://safe.apps.mil/>.

3. BID SUBMITTAL REQUIREMENTS

The Offeror shall complete and submit the following in the order shown below:

- 1) Standard Form SF1442 (Solicitation Offer, and Award) with Blocks 14 through 20c completed (pages 1 and 2), and pricing information (Section 00 10 00, page 5).
- 2) Acknowledgment of Amendments (SF30), if any.
- 3) Bid Bond (SF24) **
- 4) Joint Venture Agreement or Partnership Agreement (if applicable).
- 5) Completed Section 00 45 00 - Representations and Certifications (fill out as appropriate), including FAR Provision 52.229-11
- 6) Completed IRS Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, if applicable (See FAR 52.229-11).
- 7) Latest Financial Statement (Kessan Hohkoku sho)
- 8) Construction License (Kensetsu Gyo Kyoka) with English Translation *Refer to Section 00 21 00, A. General Information ,4. Contracting Licensing Requirement.

****NOTE:** An original copy of a bid guarantee may be requested. Contractor shall provide an original copy of the bid guarantee within 5 business days of government request. Failure to submit shall result rejection of bid.

BIDDERS SHALL SUBMIT ALL APPLICABLE REQUIREMENTS.

4. NO ALTERNATE OR MULTIPLE BIDS

Neither multiple bids, nor bid variations or options, nor alternate or alternative bid will be considered in the evaluation.

FAR Clauses Incorporated by Full Text

52.233-2 Service of Protest.

(Sep 2006)

Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from NAVAL FACILITIES ENGINEERING SYSTEMS COMMAND (NAVFAC) FAR EAST PUBLIC WORKS DEPARTMENT (PWD) ATSUGI, FACILITIES ENGINEERING AND ACQUISITION DIVISION (FEAD) BLDG. 89 BOX 15 NAF ATSUGI AYASE-SHI KANAGAWA-KEN 252-1011 JAPAN.

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

(End of provision)

52.236-27 Site Visit (Construction).

(Feb 1995)

Site Visit (Construction) (Feb 1995)

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

(b) An organized site visit has been scheduled for-- **Friday, 27 June 2025, 10:00 AM (JST) to approximately 11:00 AM (JST).**

- Participants requiring Government escort will meet at **09:40 (JST)** at NAF Atsugi Main Gate.

- Participants who possess gate access to NAF Atsugi will meet at **09:50 (JST)** inside of NAF Atsugi Main Gate.

(c) Visitors may be required to present documentation evidencing personal identification and firm affiliation.

NOTE:

(1) All vendors who wish to attend the site visit shall submit Attachment A - Site Visit Request Form for participants no later than 23 June 2025 at 2:00 PM (JST) via email to midori.otomo.Ln@us.navy.mil.

(2) Individuals are required to have a Base Pass for the event. Individuals without a Base Pass will be escorted by Government personnel.

(3) Those participants who will need an escort must carry picture IDs. The following links provide the list of Acceptable ID for NAF Atsugi Access.

Japanese Nationals: https://cnrj.cnrc.navy.mil/Portals/80/NAF_Atsugi/Images/Slide1.JPG

Non-Japanese Nationals: https://cnrj.cnrc.navy.mil/Portals/80/NAF_Atsugi/Images/Slide2.JPG

*A Driver's license which does NOT indicate the individual's nationality or permanent address is NOT considered a valid picture ID. A Driver's license that does not indicate the individual's nationality or permanent address may be used if accompanied with **Kisai- Inji-Hyo issued by Japanese Police Stations.**

(4) There will be limited parking spaces outside the gate of NAF Atsugi for contractors to attend the site visit. Participants are advised to use Public Transportation or make other arrangements for arriving at NAF Atsugi. From the Main Gate, all participants will ride a Bus/Van to the job site.

(5) During the site visit, it is each individual's responsibility to determine and wear appropriate Personal Protection Equipment (PPE) in accordance with the latest EM385-1-1 (Safety and Health Requirements Manual). The Government /Navy will not provide PPE for persons attending the site visit.

(6) If proper PPE is not used, the individual may not be allowed to participate in the site visit, or may only be allowed to participate to a limited extent. At a minimum, wearing a safety helmet is required at all times during the site visit. It is the participants' responsibility to bring those appropriate PPE to attend the site visit.

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference.

(Feb 1998)

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

Federal Acquisition Regulation (FAR): <https://www.acquisition.gov/Defense> Federal Acquisition Regulation Supplement: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of provision)

52.252-5 Authorized Deviations in Provisions.

(Nov 2020)

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

Section 00 21 13 - Instructions to Bidders

CLAUSEES INCORPORATED BY FULL TEXT

52.214-15 PERIOD FOR ACCEPTANCE OF BIDS (APR 1984)

In compliance with the solicitation, the bidder agrees, if this bid is accepted within 120 calendar days from the date specified in the solicitation for receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of clause)

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.214-3	Amendments to Invitations for Bids.	Dec 2016		
52.214-4	False Statements in Bids.	Apr 1984		
52.214-5	Submission of Bids.	Dec 2016		
52.214-6	Explanation to Prospective Bidders.	Apr 1984		
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids.	Nov 1999		
52.214-15	Period for Acceptance of Bids.	Apr 1984		
52.214-18	Preparation of Bids-Construction.	Apr 1984		
52.214-19	Contract Award-Sealed Bidding-Construction.	Aug 1996		

Section 00 21 16 - Instructions to Proposers**FAR Clauses Incorporated by Reference**

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020		

Section 00 45 00 - Representations and Certifications

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered 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" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) Representation. The Offeror represents that--

(1) It #will, #will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It #does, #does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered

telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

(a) Definitions. As used in this provision--

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

(1) It ~~is~~ ~~#~~ is not a foreign person; and

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

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

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

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

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

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

(End of provision)

FAR Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		

DFARS Clauses Incorporated by Full Text

252.204-7007 Alternate A, Annual Representations and Certifications. (Oct 2024) Alternate A (Oct 2024)

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2024)

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

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

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

☐ (i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Use with Alternate I.

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

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

☐ Use with Alternate I.

☐ Use with Alternate II.

☐ Use with Alternate III.

☐ Use with Alternate IV.

☐ Use with Alternate V.

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

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

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

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

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

(End of provision)

Section 00 70 00 - Conditions of the Contract

52.203-5 Covenant Against Contingent Fees MAY 2014

52.236-3 Site Investigation and Conditions Affecting the Work APR 1984

52.253-1 Computer Generated Forms JAN 1991

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.201-1	Acquisition 360: Voluntary Survey.	Sep 2023		
52.203-3	Gratuities.	Apr 1984		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-7	System for Award Management.	Nov 2024		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Jun 2020		
52.204-13	System for Award Management Maintenance.	Oct 2018		
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	Nov 2021		
52.204-22	Alternative Line Item Proposal.	Jan 2017		
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.	Dec 2023		
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-27	Prohibition on a ByteDance Covered Application.	Jun 2023		
52.204-29	Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures.	Dec 2023		
52.204-30	Federal Acquisition Supply Chain Security Act Orders-Prohibition.	Dec 2023		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	Jan 2025		
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	Nov 2015		
52.209-13	Violation of Arms Control Treaties or Agreements-Certification.	Nov 2021		
52.214-26	Audit and Records-Sealed Bidding. (Alternate I)	Jun 2020	Alternate I	Mar 2009
52.214-34	Submission of Offers in the English Language.	Apr 1991		
52.222-50	Combating Trafficking in Persons.	Nov 2021		
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	Oct 2020		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	May 2024		
52.223-21	Foams.	May 2024		
52.225-13	Restrictions on Certain Foreign Purchases.	Feb 2021		
52.225-14	Inconsistency between English Version and Translation of Contract.	Feb 2000		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.227-4	Patent Indemnity-Construction Contracts.	Dec 2007		
52.228-2	Additional Bond Security.	Oct 1997		
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas.	Apr 1984		
52.228-5	Insurance-Work on a Government Installation.	Jan 1997		
52.228-11	Pledges of Assets (DEVIATION 2020-O0016)	Feb 2021	Deviation 2020-O0016	Apr 2020
52.228-14	Irrevocable Letter of Credit.	Nov 2014		
52.229-6	Taxes-Foreign Fixed-Price Contracts.	Feb 2013		
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	Jun 2020		
52.229-12	Tax on Certain Foreign Procurements.	Feb 2021		
52.232-17	Interest.	May 2014		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		

52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-1	Disputes.	May 2014		
52.233-3	Protest after Award.	Aug 1996		
52.233-4	Applicable Law for Breach of Contract Claim.	Oct 2004		
52.236-2	Differing Site Conditions.	Apr 1984		
52.236-5	Material and Workmanship.	Apr 1984		
52.236-6	Superintendence by the Contractor.	Apr 1984		
52.236-7	Permits and Responsibilities.	Nov 1991		
52.236-8	Other Contracts.	Apr 1984		
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	Apr 1984		
52.236-10	Operations and Storage Areas.	Apr 1984		
52.236-11	Use and Possession Prior to Completion.	Apr 1984		
52.236-12	Cleaning Up.	Apr 1984		
52.236-13	Accident Prevention.	Nov 1991		
52.236-14	Availability and Use of Utility Services.	Apr 1984		
52.236-15	Schedules for Construction Contracts.	Apr 1984		
52.236-17	Layout of Work.	Apr 1984		
52.236-21	Specifications and Drawings for Construction.	Feb 1997		
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities.	Nov 2024		
52.242-13	Bankruptcy.	Jul 1995		
52.242-14	Suspension of Work.	Apr 1984		
52.243-4	Changes.	Jun 2007		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (DEVIATION 2025-O0003)	Jan 2025	Deviation 2025-O0003	Mar 2025
52.246-12	Inspection of Construction.	Aug 1996		
52.247-34	F.o.b. Destination.	Nov 1991		
52.249-2	Termination for Convenience of the Government (Fixed-Price). (Alternate I)	Apr 2012	Alternate I	Sep 1996
52.249-10	Default (Fixed-Price Construction).	Apr 1984		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7000	Disclosure of Information.	Oct 2016		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	May 2021		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		
252.222-7002	Compliance with Local Labor Laws (Overseas).	Jun 1997		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7005	Identification of Expenditures in the United States .	Jun 2005		
252.225-7041	Correspondence in English.	Jun 1997		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		

252.225-7966	Prohibition Regarding Russian Fossil Fuel Business Operations-Representation (Deviation 2024-O0006, Revision 1)	Mar 2024	Deviation 2024-O0006	Mar 2024
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)	Feb 2024	Deviation 2024-O0006	Feb 2024
252.225-7976	Contractor Personnel Performing in Japan (DEVIATION 2018-O0019)	Aug 2018	Deviation 2018-O0019	Aug 2018
252.227-7033	Rights in Shop Drawings.	Apr 1966		
252.229-7014	Full Exemption from Two-Percent Excise Tax on Certain Foreign Procurements.	Oct 2022		
252.231-7000	Supplemental Cost Principles	Dec 1991		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7008	Assignment of Claims (Overseas).	Jun 1997		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.233-7001	Choice of Law (Overseas).	Jun 1997		
252.236-7000	Modification Proposals--Price Breakdown.	Dec 1991		
252.236-7007	Additive or Deductive Items.	Dec 1991		
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

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

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

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 237310.

(2) The small business size standard is \$45,000,000.

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

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

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

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

(b)

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

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

(i) ☐ Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

☒ (i) 52.204-17, Ownership or Control of Offeror.

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

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

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

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

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

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

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

FAR Clause #	Title	Date	Change
=====			

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

(End of provision)

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

(Apr 1984)

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

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 540 calendar days after date of contract award (Beneficial Occupancy Date (BOD)). Execute Contract Completion Date (CCD) within 90 calendar days after BOD.* 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 clause)

52.211-12 Liquidated Damages-Construction.

(Sep 2000)

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of 72,866 JPY (Exchange Rate Y145.7323/\$) for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

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

Type of Contract (Apr 1984)

The Government contemplates award of a Firm-Fixed Price (FFP) contract resulting from this solicitation.

(End of provision)

52.223-3 Hazardous Material Identification and Material Safety Data.**(Feb 2021)**

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No.313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert <i>None</i>)	Identification No.
=====	=====
=====	=====
=====	=====

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No.313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No.313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No.313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.228-1 Bid Guarantee.

(Sep 1996)

Bid Guarantee (Sept 1996)

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

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

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

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

(c) The amount of the bid guarantee shall be 20 percent of the bid price or 300,000,000 JPY, whichever is less.

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

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

(End of clause)

52.228-15 Performance and Payment Bonds-Construction (Deviation 2020-O0016) (Jun 2020) Deviation 2020-O0016 (Apr 2020)

PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (APR 2020) (DEVIATION 2020-O0016)

(a) Definitions. As used in this clause-

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25, except that no seal is required). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment bonds (Standard Form 25A, except that no seal is required). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.232-5 Payments under Fixed-Price Construction Contracts.

(May 2014)

PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (Name)

____ (Title)

____ (Date)

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

- (1) Notify the Contracting Officer of such performance deficiency; and
- (2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8 thday after the date of receipt of the unearned amount until-
 - (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
 - (ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

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

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

- (1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
- (2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

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

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

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

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

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

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

(End of clause)

52.232-27 Prompt Payment for Construction Contracts.

(Jan 2017)

PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments-

(1) *Types of invoice payments.* For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14 thday after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (*e.g.*, each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30 thday after the designated billing office receives a proper invoice from the Contractor.

(2) The 30 thday after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (*e.g.*, release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30 thday after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (*e.g.*, discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the

due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7 thday after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if-

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)

(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible-

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40 thday after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40 thday after payment was made.

(b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Subcontract clause requirements.* The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) *Prompt payment for subcontractors.* A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) *Interest for subcontractors.* An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause-

- (i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and
- (ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) *Subcontractor clause flowdown.* A clause requiring each subcontractor to-

- (i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and
- (ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) *Subcontract clause interpretation.* The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that-

(1) *Retainage permitted.* Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) *Withholding permitted.* Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) *Withholding requirements.* Permit such withholding without incurring any obligation to pay a late payment penalty if-

- (i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and
- (ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) *Subcontractor withholding procedures.* If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall-

(1) *Subcontractor notice.* Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) *Contracting Officer notice.* Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) *Subcontractor progress payment reduction.* Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) *Subsequent subcontractor payment.* Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and-

(i) Make such payment within-

(A) Sevendays after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Sevendays after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) *Notice to Contracting Officer.* Notify the Contracting Officer upon-

- (i) Reduction of the amount of any subsequent certified application for payment; or
- (ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying-

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) *Interest to Government.* Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C.3903(c)(1)), from the 8 thday after receipt of the withheld amounts from the Government until-

- (i) The day the identified subcontractor performance deficiency is corrected; or
- (ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports-

(1) *Withholding from subcontractor.* If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with 40 U.S.C. 3133, asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause-

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) *Subsequent payment or interest charge.* As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall-

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) *Written notice of subcontractor withholding.* The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying-

- (1) The amount to be withheld;
- (2) The specific causes for the withholding under the terms of the subcontract; and
- (3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) *Subcontractor payment entitlement.* The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) *Prime-subcontractor disputes.* A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) *Preservation of prime-subcontractor rights.* Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) *Non-recourse for prime contractor interest penalty.* The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number if applicable;
 - (iii) Affected line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

52.232-34 Payment by Electronic Funds Transfer-Other than System for Award Management. (Jul 2013)**PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013)****(a) Method of payment.**

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by _____ [the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"]. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information.* The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.236-1 Performance of Work by the Contractor.

(Apr 1984)

Performance of Work by the Contractor (Apr 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 12 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-26 Preconstruction Conference.

(Feb 1995)

PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.246-21 Warranty of Construction.

(Mar 1994)

WARRANTY OF CONSTRUCTION (MAR 1994)

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- (b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.
- (c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of-
- (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defect of equipment, material, workmanship, or design furnished.
- (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- (e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall-
- (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
 - (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.
- (h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- (i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.
- (j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.248-3 Value Engineering-Construction.

(Oct 2020)

VALUE ENGINEERING-CONSTRUCTION (OCT 2020)

- (a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this clause.
- (b) *Definitions.* "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.
- Collateral savings*, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.
- Contractor's development and implementation costs*, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.
- Government costs*, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.
- Instant contract savings*, as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) of this clause).
- Value engineering change proposal (VECP)* means a proposal that-

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

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

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

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

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

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

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

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

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

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

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

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

(e) Government action.

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

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

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

(f) Sharing-

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

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

(ii) 75 percent for cost-reimbursement contracts.

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

(i) Accept the VECP;

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

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

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

(h) *Subcontracts.* The Contractor shall include an appropriate value engineering clause in any subcontract of \$75,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; *provided*, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

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

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

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

(End of clause)

52.252-2 Clauses Incorporated by Reference.

(Feb 1998)

Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR): <https://www.acquisition.gov/> Defense Federal Acquisition Regulation (DFARS): <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

52.252-6 Authorized Deviations in Clauses.

(Nov 2020)

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any Department of Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR 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

252.215-7008 Only One Offer.

(Dec 2022)

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.

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States.**(Jun 2015)****ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)**

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

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202)433-9077(Contracting Officer to insert applicable information cited in PGI 225.372-I (DFARS/PGI view)).

(End of clause)

252.225-7044 Balance of Payments Program--Construction Material.**(Feb 2024)****BALANCE OF PAYMENTS PROGRAM-CONSTRUCTION MATERIAL-BASIC (FEB 2024)**

(a) *Definitions.* As used in this clause-

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

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

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

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

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

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

"Component" means any article, material, or supply incorporated directly into construction material.

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

"Cost of components" means-

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

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

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

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

"Domestic construction material" means-

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029, unless an alternate percentage is established for a contract in accordance with FAR 25.201(c). Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of iron and steel not produced in the United States (excluding fasteners) as estimated in good faith by the contractor, constitutes less than 5 percent of the cost of all the components used in such construction material (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives). The cost of iron and steel not produced in the United States includes but is not limited to the cost of iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings, not produced in the United States, utilized in the manufacture of the end product and a good faith estimate of the cost of all iron or steel components not produced in the United States, excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components" in this clause.

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

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

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

(b) *Domestic preference.* This clause implements the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except for--

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation;

(2) Information technology that is a commercial product; or

(3) The construction material or components listed by the Government as follows:

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

(End of clause)

252.227-7032 Rights in Technical Data and Computer Software (Foreign).

(Jun 1975)

RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN) (JUN 1975)

The United States Government may duplicate, use, and disclose in any manner for any purposes whatsoever, including delivery to other governments for the furtherance of mutual defense of the United States Government and other governments, all technical data including reports, drawings and blueprints, and all computer software, specified to be delivered by the Contractor to the United States Government under this contract.

(End of clause)

252.232-7006 Wide Area WorkFlow Payment Instructions.**(Jan 2023)****WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)**

(a) *Definitions.* As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Not Applicable

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

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

Navy Construction Invoice / Facilities Management Invoice

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

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<u>HQ0721</u>
Issue By DoDAAC	<u>N40084</u>
Admin DoDAAC	<u>N40084/ATSUGI</u>
Inspect By DoDAAC	<u>N40084/ATSUGI</u>
Ship To Code	<u>Not Applicable</u>
Ship From Code	<u>Not Applicable</u>
Mark For Code	<u>Not Applicable</u>
Service Approver (DoDAAC)	<u>N40084/ATSUGI</u>
Service Acceptor (DoDAAC)	<u>Not Applicable</u>
Accept at Other DoDAAC	<u>N40084/ATSUGI</u>
LPO DoDAAC	<u>Not Applicable</u>
DCAA Auditor DoDAAC	<u>Not Applicable</u>
Other DoDAAC(s)	<u>Not Applicable</u>

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

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

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

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

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

(End of clause)

252.236-7001 Contract Drawings and Specifications.**(Aug 2000)****CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)**

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

(b) The Contractor shall-

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

Title	File		Drawing No.
<u>FAC NOS. 223, 1508 AND 1074 REPAIR ACCESS APRON</u>	<u>SRN24162572_ePN1831998_DWG</u>		<u>17340515-17340528</u>

(End of clause)

Section 00 71 00 - Contracting Definitions**FAR Clauses Incorporated by Reference**

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		

Section 00 73 00 - Supplementary Conditions

CUSTOMS AND TAX EXEMPTION

In accordance with the Status of Forces Agreement, the U.S. Government is entitled to an exemption from Japanese customs duties and Japanese commodity and gasoline taxes. The Contractor warrants that all taxes and customs duties pertinent to the procurement for which the U.S. Government is exempt have been excluded from the contract price. The Contractor is required to submit a request in writing to the Contracting Officer for issuance of an import or tax exemption certificate, as appropriate, relieving the Contractor from such customs duties or taxes.

CONCILIATION

- a. Any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the U.S.-Japan Joint Committee for Conciliation in accordance with paragraph 10, Article XVIII, of the Status of Forces Agreement under Article VI, of the Treaty of Mutual Cooperation and Security between Japan and the United States of America.
- b. Recourse to the Joint Committee for Conciliation for resolving disputes is available in addition to the procedures set forth in the Contract Disputes Act of 1978 and the Disputes Clause of this contract, 52.233-1. A request for conciliation by the Joint Committee, however, shall not toll the time periods allowed under the Contract Disputes Act for appealing a contracting officer's final decision to either the Armed Services Board of Contract Appeals or U.S. Court of Federal Claims.
- c. Upon filing a request for conciliation with the Joint Committee, the Contractor shall immediately notify the Contracting Officer in writing of the request.

ACCEPTABLE SURETIES

Corporations executing bid and performance bonds as sureties will be considered acceptable if they have received official approval to do so from the Ministry of Finance, Government of Japan, notwithstanding any requirement stated elsewhere that such corporations be approved by the U.S. Department of Treasury.

WAIVER OF DEFENSE BASE ACT

The Defense Base Act is currently waived in Japan by the U.S. Department of Labor through March 29, 2026 unless modified, terminated, suspended, or revoked earlier than that date excepting where personnel are U.S. citizens, U.S. permanent residents, or hired in the U.S. As such, the 52.228-3, Workers' Compensation Insurance (Defense Base Act) does not apply to this requirement while the current waiver is in effect, extended, or a new waiver is issued except where personnel are U.S. citizens, U.S. permanent residents, or hired in the U.S.

INSURANCE REQUIREMENTS

Within fifteen (15) calendar days after award of this contract, the contractor receiving award shall furnish the Contracting Officer a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified. This insurance must be maintained during the entire performance period under this contract.

- a. Comprehensive general liability: 50,000,000 yen per occurrence
Certificate of insurance shall indicate Contract Number, Contract Title, Insurance Limit, and Insurance coverage. Certificate of insurance shall provide for at least 30 days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.
- b. Automobile liability: 20,000,000 yen per person, 50,000,000 yen per occurrence for bodily injury, 2,000,000 yen per occurrence for property damage.
- c. Workmen's compensation: As required by Japanese law or Federal and State workers compensation and occupational disease laws.
- d. Employer's liability coverage of 10,000,000 yen.
- e. Others as required by Japanese law.

PAPERLESS CONTRACTING

The U.S. Navy (hereafter referred to as the Government) intends to administer any contract awarded under this solicitation using paperless contracting methods to the greatest extent practicable. Paperless contracting involves the use of an electronic medium such as the Internet, computer diskettes, CDROM, or electronic mail (e-mail) in place of paper documents to award, solicit, or administer a contract.

In order to facilitate the use of paperless contracting methods, the Contractor shall possess the capability to communicate and exchange authenticated documents with the Government electronically during the contract performance period. Such capability shall include the ability to receive, acknowledge, reply to, and send documents via electronic mail. Additionally, such capability shall not require or be contingent upon any modification or upgrade to existing Government software. The Contractor also agrees to maintain such capability notwithstanding any changes or modifications to existing Government software during the contract performance period so long as the Government provides reasonable notice and any equipment and /or software required to maintain such capability is commercially available.

The Contractor shall utilize the paperless contracting capability described above as directed by the contracting officer during the contract performance period. Documents, which may be required to be exchanged electronically, include, but are not limited to, task orders, modifications, requests for cost proposals, and other routine correspondence. Exceptions to the contracting officer's direction may be granted in unusual circumstances with the prior approval of the contracting officer.

Both the Contractor and the Government agree to share all such technical information as is necessary to facilitate efficient and reliable electronic communications during the period of contract performance. Such information may include such data as e-mail addresses, available software, and

mutually agreed procedures, but shall not include any information the disclosure of which would violate any applicable laws, regulations, licenses, or other agreements. In case of any technical difficulties precluding the use of electronic communications, both the Government and the Contractor agree to work in good faith to resolve any such difficulties.

For informational purposes, the Government anticipates that its contracting personnel will utilize the following computer software programs during the administration of this contract: Microsoft Office (Excel and Word), Adobe Acrobat, and AutoCAD.

AUTHORITY

1. No person other than the Contracting Officer has authority to bind the Government with respect to this contract.
2. No action or omission of any government employee or representative other than the Contracting Officer shall increase or decrease the scope of this contract or shall otherwise modify the terms and conditions of this contract.
3. In no event shall any of the following be effective or binding on the Government or imputed to the Contracting Officer with respect to this contract:
 - (a) An understanding or agreement between the Contractor and anyone other than the Contracting Officer;
 - (b) A purported modification or change order issued by anyone other than the Contracting Officer;
 - (c) A promise by anyone other than the Contracting Officer to provide additional funding or make payments; or
 - (d) An order, direction, consent, or permission from anyone other than the Contracting Officer to:
 - (i) Incur costs in excess of a specified estimated cost, allotment of funds, or other ceiling; or
 - (ii) Expend hours in excess of a specified level of effort.

CONSUMPTION TAX EXEMPTION

CONSUMPTION TAX EXEMPTION PROCEDURES ON PURCHASE OF GOODS AND SERVICES BY THE UNITED STATES ARMED FORCES IN JAPAN [JAPANESE LAW NO. 108, 1988]

(a) The Consumption Tax Law (Law No. 108, 1988) was enacted in the Diet of Japan on 24 December 1988, and applied from April 1, 1989. The Government of Japan (GOJ) and the United States Government (USG), in accordance with paragraph 3, Article XII, of the "The Agreement Under Article VI of the Treaty of Mutual Cooperation And Security Between Japan And The United States of America Regarding Facilities And Areas And The Status of United States Armed Forces In Japan" (SOFA), have agreed upon procedures for exempting the United States from the Japanese Consumption Tax on goods and services purchased in Japan for official purposes of the U. S. Armed Forces by the U. S. Armed Forces or its authorized procurement agencies.

(b) The underlying objective is to obtain the full amount of the exemption from the tax on U.S. Forces procurements immediately at the time of purchase and at the same time provide the Contractor a proof of purchase document, acceptable to GOJ tax authorities, which he/she can present to the tax authorities to obtain a tax credit and/or refund for tax already collected and paid by previous sellers.

(c) The exemption from the Japanese Consumption Tax applies not only to prime contractors, but also subcontractors or suppliers at every level regardless of the nationality of the prime contractor whether a Japanese or foreign firm.

(d) By the submission of their offer, the offeror certifies that the Japanese Consumption Tax is not included in the bid/proposal/quote price, nor will it be a part of any subsequent modification to the contract. Procedures for Contractors to obtain a consumption tax credit are described in USFJ Instruction 51-5 that may be obtained from the Procuring Contracting Office.

ADDITIONAL CONTRACT REQUIREMENTS OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES

(a) Observation of Regulations: In the performance of the work specified in the contract at any installations occupied by the U.S. Government, the Contractor shall require its employees to observe all local rules and regulations as prescribed by the cognizant base/installation authorities.

(b) Identification: The Contractor shall require its employees, subcontractors and agents to clearly identify themselves as Contractor personnel by such means as displaying distinguishing badges or other visible identification on base and when in meetings with Government personnel and by appropriately identifying themselves as Contractor employees or agents in telephone conversations and written correspondence.

CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) REPORTING REQUIREMENTS

Contractor's performance will be evaluated using the respective Contractor performance evaluation report entry system located on the website <http://www.cpars.gov/>. Prior to commencement of work the Contractor is required to provide the Government with the name, phone number and e-mail address of the "Contractor's Representative" that will be responsible for receipt and review of draft performance evaluations prepared by the Government in the appropriate system. It is the Contractor's responsibility to keep this contact information current.

PAYMENT INSTRUCTIONS

Payments shall be made in accordance with the Payment Instructions table at DFARS PGI 204.7108(b)(2). A link to the table is provided below: https://www.acq.osd.mil/dpap/dars/pgi/pgi_hm/current/PGI204_71.htm#payment_instructions

NOTICE

UNITED STATES LAWS AND REGULATIONS MAKE IT UNABLE FOR YOU TO PARTICIPATE IN ANY OF THE FOLLOWING CONCERNING THIS SOLICITATION:

BID RIGGING
 PRICE FIXING
 COLLUSIVE BIDDING
 BID ROTATION
 OFFERING GRATUITIES
 OFFERING OR RECEIVING KICK-BACKS

THE PRICES IN YOUR OFFER MUST BE ARRIVED AT INDEPENDENTLY WITHOUT ANY CONSULTATION, COMMUNICATION, OR AGREEMENT WITH ANY OTHER OFFEROR OR COMPETITOR.

YOUR OFFER CAN NOT BE DISCLOSED BY YOU DIRECTLY OR INDIRECTLY TO ANY OTHER OFFEROR OR COMPETITOR BEFORE BID OPENING.

IT IS ALSO UNLAWFUL FOR YOU TO INDUCE ANY OTHER BUSINESS TO, OR ALLOW ANOTHER BUSINESS TO INDUCE YOU TO SUBMIT OR NOT SUBMIT AN OFFER FOR THE PURPOSE OF RESTRICTING COMPETITION.

ALL OF THE ABOVE ACTS ARE ACTS OF DISHONESTY UNDER UNITED STATES LAWS AND REGULATIONS AND ARE FORBIDDEN.

PENALTIES COULD INCLUDE DEBARMENT OR SUSPENSION FROM DOING BUSINESS WITH ANY UNITED STATES GOVERNMENT AGENCIES, CANCELLATION OF CONTRACTS AND RECOUPMENT OF PRIOR MONIES PAID.

IF YOU ARE SOLICITED BY ANY OTHER BUSINESS TO DEAL WITH ANY OF THE ABOVE ILLEGAL ACTS, PLEASE NOTIFY FEAD ATSUGI AT TELEPHONE NUMBER 0467-63-2520.

Overall Contract Delivery Period

From date of lead time event to beginning of performance

15 Calendar Days

Date of Award Receipt

From date of lead time event to completion of performance

630 Calendar Days

Date of Award Receipt

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Delivery Schedule From date of lead time event to completion of performance 630 Calendar Days Date of Award	1 Project	Place of Performance DoDAAC: N40084 CountryCode: JPN NAVAL FAC ENGINEERING CMD FAR EAST BUILDING F 60, TOMARI CHO KANAGAWA 238 001 JAPAN Inspector of Record, FEAD Atsugi Telephone: 0467-63-3143

Section 01 00 00 - General Requirements

Requirements

FAC NOS. 223, 1508 AND 1074 REPAIR ACCESS APRON AT THE U.S. NAVAL AIR FACILITY (NAF),
ATSUGI, JAPAN