

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE 1 OF 26		
2. AMENDMENT/MODIFICATION NUMBER 0004			3. EFFECTIVE DATE 10 Apr 2026		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (if applicable) 1	
6. ISSUED BY FA5587 48 CONS UNIT 5120 BOX 270, APO AE 09461-5120 APO, AE 09461-5120 UNITED STATES Claire Hammond, Email: claire.hammond.gb@us.af.mil Rachel Oldfield, Email: rachel.oldfield@us.af.mil Telephone: 314-226-1825			CODE FA5587		7. ADMINISTERED BY (if other than Item CODE 6) SCD: PAS:			
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)					☒ 9A. AMENDMENT OF SOLICITATION NUMBER FA558724R0007			
					9B. DATED (SEE ITEM 11) 05 Mar 2024			
					☐ 10A. MODIFICATION OF CONTRACT/ORDER NUMBER			
					10B. DATED (SEE ITEM 13)			
CODE:					FACILITY CODE:			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Section G - Contract Administration Data								
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.								
CHECK ONE								
☐		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.						
☐		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
☐		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
☐		D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return <u> </u> copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Schedule								
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.								
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rachel A. Oldfield				
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		16B. UNITED STATES OF AMERICA <i>Rachel A. Oldfield</i> _____ (Signature of Contracting Officer)		16C. DATE SIGNED 10 Apr 2026	
(Signature of person authorized to sign)								

SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Block 14 (Description of Amendment/Modification): The purpose of this amendment is to:

- 1. Remove clauses in accordance with the FAR Overhaul dated 16 March 2026.
- 2. Add the Size Standard for NACIS Code.
- 3. Remove Attachment 5 Application Preparation Instructions Rev 2
- 4. Remove Attachment 6 Application Evaluation Procedures Rev 2
- 5. Remove Model Agreement Rev 1
- 6. Remove Terms and Conditions 7 Feb 2024
- 7. Added Attachment 1 Terms_and_Conditions_25March2026
- 8. Added Attachment 2 RAF Lakenheath Base Standards 2025
- 9. Added Attachment 3 RAF Mildenhall Base Standards Sep 2022
- 8. Added Attachment 4 Application_25Mar2026
- 9. Added Attachment 5 Application Preparation Instructions 25 Mar 26
- 10. Added Attachment 6 Application Evaluation Procedures_Rev_3
- 11. Added Attachment 7 Architect-Engineer Qualifications

All other terms and conditions remain the same.

Section A - Solicitation/Contract Form

The following modifications were made:

Information	From	To
Size Standard - Dollars		\$45,000,000.00
Construction Project Location	Various Bases	RAF Feltwell, RAF Lakenheath, RAF Mildenhall
Response Due Time	08:00 PM	02:00 PM
Response Due Date	21 Mar 2025	27 Apr 2029

Section B - Supplies or Services & Prices or Costs

Additional Regulation or Supplemental Clauses Incorporated by Full Text

The following Clause(s) were deleted:

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.229-7006	Value Added Tax Exclusion (United Kingdom)	Nov 2011		
252.229-7007	Verification of United States Receipt of Goods.	May 1997		

Section C - Description/Specifications/Statement of Work

Header Miscellaneous Text (Modified):

DESCRIPTION OF AGREEMENT

Allowed Per Order

Minimum: 2,000.00 Dollars, U.S.

Maximum: 10,000,000.00 Dollars, U.S.

Currency: All task orders shall be priced and payments shall be made in pound sterling (GBP).

Ceiling: There is no limit to the quantity or value of task orders that may be issued under this agreement.

amount is simply being used as a placeholder and will be adjusted as necessary.

- 1. Description of Agreement. This Basic Ordering Agreement (BOA) is a written instrument of understanding, negotiated between the United States Government and the Contractor to provide construction services for a broad range construction projects for the US Government.

2. Ordering. Construction to be furnished under this agreement will be ordered by issuing Task Orders. There is no guarantee of any future orders.
3. Location of Work. Work to be performed under this agreement include RAF Mildenhall, RAF Lakenheath, and RAF Feltwell and adjacent area.
4. Term of Agreement. The term of this agreement shall be from the effective date through 27 April 2029 and may be extended by mutual agreement of both parties. Task Orders issued while the agreement is active may extend beyond the term of the agreement as needed to complete the task order.
5. Individuals Authorized to Place Orders. Any Contracting Officer assigned to 48 CONS may place task orders under this agreement.
6. Cancellation of Agreement. This agreement may be cancelled by either party by providing written notice of cancellation.

The Requirements Text has been modified to:

This Basic Ordering Agreement (BOA) is a written instrument of understanding, negotiated between the United States Government and the Contractor to provide a broad range of renovation and construction services for the US Government.

Section G - Contract Administration Data

Additional Regulation or Supplemental Clauses Incorporated by Full Text

The following Clause(s) were added:

DFARS Clauses Incorporated by Full Text

252.232-7007 Limitation of Government's Obligation.

(Mar 2014)

As prescribed in 232.706-70, use the following clause:

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) will be identified at the order level if an order is incrementally funded. For this/these item(s), the sum of \$ will be determined after negotiations at the order level of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

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

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

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

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

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

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

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

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

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

On execution of contract	\$ <u>To be defined at the order level if incrementally funded</u>
(month) (day), (year)	\$ _____
(month) (day), (year)	\$ _____
(month) (day), (year)	\$ _____

(End of clause)

The following Clause modifications were made:

252.232-7006 Wide Area WorkFlow Payment Instructions. Dec 2022 hereby reads as follows:

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.

(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.

Construction and Facilities Management

(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>F87700</u>
Issue By DoDAAC	<u>FA5587</u>
Admin DoDAAC	<u>FA5587</u>
Inspect By DoDAAC	TO BE ADDED AT ORDER
Ship To Code	TO BE ADDED AT ORDER
Ship From Code	<u>N/A</u>
Mark For Code	<u>N/A</u>
Service Approver (DoDAAC)	<u>N/A</u>
Service Acceptor (DoDAAC)	<u>N/A</u>
Accept at Other DoDAAC	<u>N/A</u>

LPO DoDAAC	<u>N/A</u>
DCAA Auditor DoDAAC	<u>N/A</u>
Other DoDAAC(s)	<u>N/A</u>

(*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.

48CONS.PKAC.ConstructionOrgBox@us.af.mil

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

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

Section H - Special Contract Requirements

Additional Regulation or Supplemental Clauses Incorporated by Full Text

The following Clause(s) were deleted:

FAR Clauses Incorporated by Full Text

52.236-1 Performance of Work by the Contractor.

(Mar 1984)

As prescribed in 36.501(b), insert the following clause: *[Complete the clause by inserting the appropriate percentage consistent with the complexity and magnitude of the work and customary or necessary specialty subcontracting (see 36.501(a)).]*

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 [total work to be completed by contractor will be determined at Task Order level] 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)

Section I - Contract Clauses

Additional Regulation or Supplemental Clauses Incorporated by Full Text

The following Clause(s) were added:

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.211-13	Time Extensions.	Aug 2000		
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-	Jan 2026		
52.215-23	Modifications. (Deviation 2026-O0038)	Jan 2026		
52.222-50	Limitations on Pass-Through Charges. (Deviation 2026-O0038)	Jan 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Jan 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	Apr 2024		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Sep 2018		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Jan 2026		
52.246-23	Limitation of Liability.	Jan 1997		
52.246-24	Limitation of Liability-High-Value Items.	Jan 1997		
52.249-14	Excusable Delays.	Mar 1984		

FAR Clauses Incorporated by Full Text

52.211-12 Liquidated Damages-Construction.

(Aug 2000)

As prescribed in 11.503(b), insert the following clause in solicitations and contracts:

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 ____ [amount to be established at the task order level, if liquidated damages are determined to be appropriate] 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)

52.223-3 Hazardous Material Identification and Material Safety Data.

(Jan 2021)

As prescribed in 23.303 , insert the following clause:

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)

DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

52.232-11 Extras.

(Mar 1984)

As prescribed in 32.111(c)(2), insert the following clause, appropriately modified with respect to payment due dates in accordance with agency regulations, in solicitations and contracts when a fixed-price supply contract, fixed-price service contract, or transportation contract is contemplated:

EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

(End of clause)

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7004	Antiterrorism Awareness Training for Contractors.	Dec 2022		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	May 2023		
252.229-7006	Value Added Tax Exclusion (United Kingdom)	Nov 2011		
252.229-7007	Verification of United States Receipt of Goods.	May 1997		

DFARS Clauses Incorporated by Full Text

252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (Nov 1991)

As prescribed in 208.7305(a), use the following clause:

INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991)

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known, of the deliverable item requiring precious metals.

Precious Metal*	Quantity	Deliverable Item (NSN and Nomenclature)
Any Precious Metals will be identified at the task order level	=====	=====
=====	=====	=====

=====	=====	=====
=====	=====	=====
=====	=====	=====
=====	=====	=====
=====	=====	=====

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

(End of clause)

252.236-7004 Payment for Mobilization and Demobilization.

(Nov 1991)

As prescribed in 236.570(b)(2), use the following clause:

PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) _____ percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining _____ percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a)(1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of-

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

(End of clause)

The following Clause modifications were made:

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-00038) Jan 2026

Date Changed From: May 2020 To: Jan 2026

52.204-13 System for Award Management-Maintenance. (Deviation 2026-O0038) Jan 2026
Date Changed From: Sep 2018 To: Jan 2026

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038) Jan 2026
Date Changed From: Oct 2021 To: Jan 2026

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038) Jan 2026
Date Changed From: Sep 2018 To: Jan 2026

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038) Jan 2026
Date Changed From: Oct 2015 To: Jan 2026

52.215-2 Audit and Records-Negotiation. (Deviation 2026-O0038) Jan 2026
Date Changed From: May 2020 To: Jan 2026

52.215-8 Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038) Jan 2026
Date Changed From: Sep 1997 To: Jan 2026

52.215-11 Price Reduction for Defective Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038) Jan 2026
Date Changed From: May 2020 To: Jan 2026

52.215-12 Subcontractor Certified Cost or Pricing Data. (Deviation 2026-O0038) Jan 2026
Date Changed From: May 2020 To: Jan 2026

52.215-13 Subcontractor Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038) Jan 2026
Date Changed From: May 2020 To: Jan 2026

52.222-19 Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038) Feb 2026
Date Changed From: Oct 2023 To: Feb 2026

52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements. (Deviation 2026-O0038) Jan 2026
Date Changed From: Apr 2014 To: Jan 2026

52.232-36 Payment by Third Party. (Deviation 2026-O0038) Jan 2026
Date Changed From: Apr 2014 To: Jan 2026

52.233-1 Disputes. (Deviation 2026-O0038) Jan 2026
Date Changed From: Apr 2014 To: Jan 2026

52.233-3 Protest after Award. (Deviation 2026-O0038) Jan 2026
Date Changed From: Jul 1996 To: Jan 2026

52.233-4 Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038) Jan 2026
Date Changed From: Sep 2004 To: Jan 2026

52.236-2 Differing Site Conditions. (Deviation 2026-O0038) Jan 2026
Date Changed From: Mar 1984 To: Jan 2026

52.236-3 Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038) Jan 2026
Date Changed From: Mar 1984 To: Jan 2026

52.236-5 Material and Workmanship. (Deviation 2026-O0038) Jan 2026
Date Changed From: Mar 1984 To: Jan 2026

52.236-6 Superintendence by the Contractor. (Deviation 2026-O0038) Jan 2026
Date Changed From: Mar 1984 To: Jan 2026

52.236-7 Permits and Responsibilities. (Deviation 2026-O0038) Jan 2026
Date Changed From: Oct 1991 To: Jan 2026

52.236-8 Other Contracts. (Deviation 2026-O0038) Jan 2026
Date Changed From: Mar 1984 To: Jan 2026

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038) Jan 2026
Date Changed From: Mar 1984 To: Jan 2026

52.236-10 Operations and Storage Areas. (Deviation 2026-O0038) Jan 2026
Date Changed From: Mar 1984 To: Jan 2026

52.236-11 Use and Possession Prior to Completion. (Deviation 2026-O0038) Jan 2026
Date Changed From: Mar 1984 To: Jan 2026

52.236-12 Cleaning Up. (Deviation 2026-O0038) Jan 2026
Date Changed From: Mar 1984 To: Jan 2026

52.236-13 Accident Prevention. (Deviation 2026-O0038) Jan 2026
Date Changed From: Oct 1991 To: Jan 2026

52.236-14 Availability and Use of Utility Services. (Deviation 2026-O0038) Jan 2026
Date Changed From: Mar 1984 To: Jan 2026

52.236-15 Schedules for Construction Contracts. (Deviation 2026-O0038) Jan 2026
Date Changed From: Mar 1984 To: Jan 2026

52.236-16 Quantity Surveys. (Deviation 2026-O0038) Jan 2026
Date Changed From: Mar 1984 To: Jan 2026

52.236-17 Layout of Work. (Deviation 2026-O0038) Jan 2026
Date Changed From: Mar 1984 To: Jan 2026

52.236-21 Specifications and Drawings for Construction. (Deviation 2026-O0038) Jan 2026
Date Changed From: Jan 1997 To: Jan 2026

52.243-4 Changes. (Deviation 2026-O0038) Jan 2026
Date Changed From: May 2007 To: Jan 2026

52.243-5 Changes and Changed Conditions. (Deviation 2026-O0038) Jan 2026
Date Changed From: Mar 1984 To: Jan 2026

52.244-6 Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038) Jan 2026
Date Changed From: Nov 2023 To: Jan 2026

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States. May 2015 hereby reads as follows:

As prescribed in 225.372-2, use the following clause:

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 the the USAFE-AFAFRICA Command Headquarters. Also see <https://atep.dtic.mil>.

(End of clause)

252.247-7023 Transportation of Supplies by Sea. Sep 2024 hereby reads as follows:

Date Changed From: Dec 2022 To: Sep 2024

5352.201-9101 USAFE Ombudsman Jun 2023 hereby reads as follows:

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

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

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman,

Primary:

Mr. Alex Hight

AFICC/KU, UNIT 3103, APO, AE 09094-3103

AFICC/KU, Geb 404, Flugplatz Ramstein, 66877 Ramstein-Miesenbach, Germany

E-mail: alex.hight@us.af.mil

Tel: DSN: (314)480-2209 Fax: (49)-6371-47-2025

Alternate:

Mr. Alexander Larsen

AFICC/KU, UNIT 3103, APO, AE 09094-3103

AFICC/KU, Geb 404, Flugplatz Ramstein, 66877 Ramstein-Miesenbach, Germany

E-mail: alexander.larsen.1@us.af.mil

Tel: Comm: (49)-6371-47-9330 DSN: (314)480-9330 Fax: (49)-6371-47-2025.

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

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

(End of clause)

5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) Jun 2023 hereby reads as follows:

a. Contractors shall not:

1. Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or
 - a. Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.
2. For the purposes of Department of the Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086[AR2]) are Class I ODSs:
 - a. Halons: 1011, 1202, 1211, 1301, and 2402;
3. Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and
 - a. Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

5352.223-9001 Health and Safety on Government Installations Jun 2023 hereby reads as follows:

In performing work under this contract on a Government installation, the contractor shall:

1. Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
 - a. Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes
2. The contracting officer may, by written order, direct Department of the Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.
3. Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

5352.242-9000 Contractor Access to Air Force Installations Jun 2023 hereby reads as follows:

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

badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

- The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and any additional requirements to comply with local security procedures to obtain a vehicle pass.
- During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with *[insert any additional requirements to comply with DAFI 31-101, Integrated Defense, and DODMAN5200.02_DAFMAN 16-1405 , Air Force Personnel Security Program* citing the appropriate paragraphs as applicable.
- Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

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

The following Clause(s) were deleted:

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	Apr 2011		
52.204-12	Unique Entity Identifier Maintenance.	Sep 2016		
52.204-18	Commercial and Government Entity Code Maintenance.	Jul 2020		
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.	Nov 2023		
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Oct 2021		
52.204-27	Prohibition on a ByteDance Covered Application.	May 2023		
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications.	Oct 2021		
52.215-23	Limitations on Pass-Through Charges.	May 2020		
52.215-23	Limitations on Pass-Through Charges. (Alternate I)	May 2020		
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.	Jul 2018		
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2020		
52.225-13	Restrictions on Certain Foreign Purchases.	Jan 2021		

FAR Clauses Incorporated by Full Text

52.204-1	Approval of Contract.	(Nov 1989)
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As prescribed in 4.103 , insert the following clause:

Approval of Contract (Dec 1989)

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

(End of clause)

52.211-10	Commencement, Prosecution, and Completion of Work.	(Mar 1984)
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As prescribed in 11.404(b), insert the following clause in solicitations and contracts when a fixed-price construction contract is contemplated. The clause may be changed to accommodate the issuance of orders under indefinite-delivery contracts for construction.

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

The Contractor shall be required to (a) commence work under this contract as agreed to in the proposed and approved construction scheduled at the task order level 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 the final date listed in the approved task order construction schedule.* 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)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data- Modifications. (Alternate IV) (Oct 2021)

Alternate IV (OCT 2010). As prescribed in 15.408 (m), replace the text of the basic clause with the following:

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: _____[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3 .]

52.222-50 Combating Trafficking in Persons. (Alternate I) (Oct 2021)

Alternate I (MAR 2015). As prescribed in 22.1705 (a)(2), substitute the following paragraph in place of paragraph (c)(1)(i) of the basic clause:

(i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies to performance in/ at:
=====	=====	=====
=====	=====	=====

[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States. to which the document applies.]

52.236-4 Physical Data. (Mar 1984)

As prescribed in 36.504 , insert the following clause in solicitations and contracts when a fixed-price construction contract is contemplated and physical data (e.g., test borings, hydrographic, weather conditions data) will be furnished or made available to offerors. All information to be furnished or made available to offerors before award that pertains to the performance of the work should be identified in the clause. When paragraphs are not applicable they may be deleted.

PHYSICAL DATA (APR 1984)

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

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by _____[insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].
- (b) Weather conditions _____[insert a summary of weather records and warnings].
- (c) Transportation facilities _____[insert a summary of transportation facilities providing access from the site, including information about their availability and limitations].
- (d) _____[insert other pertinent information].
- (End of clause)

Section J - List of Attachments

The following Attachment(s) were added:

RAF Lakenheath Base Standards
RAF Mildenhall Base Standards
Tribase BOA Application
Tribase BOA Application Evaluation Procedures Rev 3
Tribase BOA Application Preparation Instructions
Tribase BOA Architect-Engineer Qualifications
Tribase BOA Terms and Conditions

The following Attachment(s) were deleted:

Attachment 5 Application Preparation Instructions Rev 2
Attachment 6 Application Evaluation Procedures Rev 2
RAF Lakenheath Base Standards Rev 4 Oct 2022
RAF Mildenhall Base Standards Sep 2022
Terms and Conditions 7 Feb 2024

Section K - Representations, Certification, & Other Statements

Additional Regulation or Supplemental Clauses Incorporated by Full Text

The following Clause(s) were added:

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Jan 2026		

FAR Clauses Incorporated by Full Text

52.204-90	Offeror Identification. (Deviation 2026-O0038)	(Jan 2026)
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OFFEROR IDENTIFICATION (FEB 2026) (DEVIATION 2026-O0038)

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (<https://www.sam.gov>) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

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

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

(b) *Unique entity identifier (UEI)*.

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(2) If the Offeror does not have a UEI, it shall go to <https://www.sam.gov> to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) *Taxpayer identification*. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:

(1) Taxpayer identification number (TIN)

☐ TIN: _____;

☐ TIN has been applied for; or

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government; or

☐ Offeror is an agency or instrumentality of the Federal Government.

(2) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4; or

☐ Other.

(3) *Common parent*.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or

☐ Name and TIN of common parent:

Name: _____

TIN: _____

(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).

(d) Commercial and Government Entity (CAGE) code.

(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is...	Then...
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for-

(i) Its immediate owner(s), if any;

(ii) Its highest-level owner, if any; and

(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	CAGE Code	Legal Business Name
Immediate owner	_____	_____
Highest-level owner	_____	_____
Predecessor*	_____	_____

* Predecessor CAGE code may be marked "Unknown."

(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Aug 2022		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	Apr 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	May 2023		

DFARS Clauses Incorporated by Full Text

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	(Apr 2021)
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PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

The following Clause modifications were made:

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Deviation 2026-O0038) Jan 2026 hereby reads as follows:

PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (FEB 2026) (DEVIATION 2026-O0038)

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

(c) *Representation*. The Offeror represents that-

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

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

(End of provision)

Date Changed From: Oct 2015 To: Jan 2026

52.209-7 Information Regarding Responsibility Matters. (Deviation 2026-O0038) Jan 2026 hereby reads as follows:

INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026) (DEVIATION 2026-O0038)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

Date Changed From: Sep 2018 To: Jan 2026

52.215-6 Place of Performance. (Deviation 2026-O0038) Jan 2026 hereby reads as follows:

PLACE OF PERFORMANCE (FEB 2026) (DEVIATION 2026-O0038)

(a) The offeror or respondent, in the performance of any contract resulting from this request for proposals, ☐ intends, ☐ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, ZIP Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
=====	=====
=====	=====

(End of provision)

Date Changed From: Sep 1997 To: Jan 2026

52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. May 2020 hereby reads as follows:

TAX ON CERTAIN FOREIGN PROCUREMENTS-NOTICE AND REPRESENTATION (JUN 2020)

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

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

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

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

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

The following Clause(s) were deleted:

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-17	Ownership or Control of Offeror.	Jul 2020		
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications.	May 2020		

FAR Clauses Incorporated by Full Text

52.204-26 Covered Telecommunications Equipment or Services-Representation. (Sep 2020)

As prescribed in 4.2105(c), insert the following provision:

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c)

(1) *Representation.* The Offeror represents that it ☐ does, ☐ 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.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

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

Additional Regulation or Supplemental Clauses Incorporated by Full Text

The following Clause(s) were added:

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Feb 2023		

The following Clause modifications were made:

52.204-7 System for Award Management-Registration. (Deviation 2026-O0038) Jan 2026

Date Changed From: Sep 2018 To: Jan 2026

52.215-1 Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038) Jan 2026 hereby reads as follows:

Date Changed From: Oct 2021 To: Jan 2026

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (Deviation 2026-O0038) Jan 2026

Date Changed From: Oct 2021 To: Jan 2026

52.215-22 Limitations on Pass-Through Charges-Identification of Subcontract Effort. (Deviation 2026-O0038) Jan 2026

Date Changed From: Sep 2009 To: Jan 2026

The following Clause(s) were deleted:

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-6	Unique Entity Identifier.	Sep 2016		
52.204-16	Commercial and Government Entity Code Reporting.	Jul 2020		
52.204-22	Alternative Line Item Proposal.	Dec 2016		

FAR Clauses Incorporated by Full Text

52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (Alternate IV)	(Oct 2021)	Alternate IV	(Oct 2010)
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Alternate IV (Oct 2010). As prescribed in 15.408 (I), replace the text of the basic provision with the following:

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: _____ information will be requested on an as needed basis to to permit an adequate evaluation of the proposed price in accordance with 15.403-3.

Section M - Evaluation Factors for Award

Additional Regulation or Supplemental Clauses Incorporated by Full Text

The following Clause(s) were deleted:

FAR Clauses Incorporated by Full Text

52.225-17 Evaluation of Foreign Currency Offers.

(Jan 2000)

As prescribed in 25.1103 (c)(, insert the following provision:

EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using ____
[Contracting Officer to insert source of rate] in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures-
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

(End of provision)