

SOLICITATION ADDENDUM & CLAUSES

PROJECT: Pararescue Parking Lot Construction (WKVB222301)

NOTICE: This solicitation incorporates updates and provisions in accordance with the Revolutionary FAR Overhaul (RFO) and DoD Class Deviation 2026-O0038.

PART I: CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE

This contract incorporates one or more clauses (C) and provisions (P) 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.

NO	TITLE	TYPE	YEAR-MO
252.201-7000	Contracting Officer's Representative	C	1991-12
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	C	2024-05
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation	P	2019-12
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	C	2023-01
252.204-7024	Notice on the Use of the Supplier Performance Risk System	P	2023-03
252.223-7008	Prohibition of Hexavalent Chromium	C	2023-01
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation	P	2023-06
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	C	2023-06
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	C	2018-12
252.236-7000	Modification Proposals--Price Breakdown	C	1991-12
252.236-7001	Contract Drawings and Specifications	C	2000-08
52.204-7	System for Award Management-Registration (Deviation 2026-O0038)	P	2026-02
52.204-13	System for Award Management-Maintenance (Deviation 2026-O0038)	C	2026-02
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (Deviation 2026-O0038)	C	2026-02
52.212-4	Terms and Conditions-Commercial Products and Commercial Services (Deviation 2026-O0038)	C	2026-02
52.219-6	Notice of Total Small Business Set-Aside (Deviation 2026-O0038)	C	2026-02
52.222-6	Construction Wage Rate Requirements (Deviation 2026-O0038)	C	2026-02
52.222-50	Combating Trafficking in Persons (Deviation 2026-O0038)	C	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors (Deviation 2026-O0040, Rev 1)	C	2026-04
52.223-3	Hazardous Material Identification and Safety Data (Deviation 2026-O0038)	C	2026-02
52.228-5	Insurance-Work on a Government Installation	C	1997-01
52.232-5	Payments under Fixed-Price Construction Contracts	C	2014-05
52.236-2	Differing Site Conditions (Deviation 2026-O0038)	C	2026-02

NO	TITLE	TYPE	YEAR-MO
52.236-3	Site Investigations and Conditions Affecting the Work	C	1984-04
52.236-5	Material and Workmanship (Deviation 2026-O0038)	C	2026-02
52.236-7	Permits and Responsibilities	C	1991-11
52.240-90	Security Prohibitions and Exclusions Representations and Certifications (Deviation 2026-O0038)	P	2026-02
52.240-91	Security Prohibitions and Exclusions (Deviation 2026-O0038)	C	2026-02

PART II: CLAUSES IN FULL TEXT

FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

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

FAR 52.252-6 Authorized Deviations in Clauses (Nov 2020)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(Note: This solicitation actively implements the RFO Class Deviation 2026-00038 updates across all applicable FAR and DFARS clauses.)

FAR 52.219-14 Limitations on Subcontracting (Deviation 2021-O0008)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) Definition. *Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—
 - (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
 - (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
- (c) Applicability. This clause applies only to—
 - (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
 - (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
 - (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
 - (4) Orders expected to exceed the simplified acquisition threshold and that are—
 - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
 - (5) Orders, regardless of dollar value, that are—

- (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
- (d) Independent contractors. An independent contractor shall be considered a subcontractor.
- (e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
 - (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
 - (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
 - (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
- (f) The Contractor shall comply with the limitations on subcontracting as follows:
 - (1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—
 - ☒ By the end of the base term of the contract and then by the end of each subsequent option period; or
 - ☐ By the end of the performance period for each order issued under the contract.
 - (2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.
- (g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

FAR 52.228-15 Performance and Payment Bonds-Construction (Jun 2020) - MODIFIED

- (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 valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25)*. 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)*. **The penal amount of the payment bonds at the time of contract award shall be 2.5 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 for performance bonds and 2.5 percent for payment bonds.

FAR 52.232-18 Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

FAR 52.236-27 Site Visit (Construction) (Feb 1995) -- Alternate I (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:

Date: 24 June 2026

Time: 10:30 AM (Local Time)

(c) Participants will meet at:

Location: 106th Rescue Wing, Gabreski Air National Guard Base, Westhampton Beach, NY 11978-2101, Building 345 (Wing Auditorium).

Note: Contractors must submit visitor pass requests directly to Edwin Nunez at edwin.nunez.3@us.af.mil prior to the RSVP Deadline Date to ensure base access.

DFARS 252.232-7006 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: **NA**

(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: **2 in 1**

(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.

(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.

Field / DoDAAC Type	Value / Code
Pay Official DoDAAC	F87700
Issue By DoDAAC	W50S8E
Admin DoDAAC	W50S8E
Inspect By DoDAAC	NA
Ship To Code	F9E7CE
Ship From Code	NA
Mark For Code	NA
Service Approver (DoDAAC)	NA
Service Acceptor (DoDAAC)	F9E7CE
Accept at Other DoDAAC	NA
LPO DoDAAC	NA
DCAA Auditor DoDAAC	NA
Other DoDAAC(s)	NA

(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: <https://piee.eb.mil/>

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

DFARS 252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation (MAY 2021) (P)

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).

FAR 52.211-12 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 **\$115.00** for each calendar day of delay until the work is completed or accepted.

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