SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140P4226R0012	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 04/24/2026	PAGE 1 OF 100 PAGES

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0044033440	6. PROJECT NO.

7. ISSUED BY CODE PNC

DOI, NPS, NERO & NER SOUTH MABO
National Park Service
Northeast Regional Contracting
South/Philadelphia MABO
1234 Market Street, 20th Floor
Philadelphia PA 19107

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL ▶ a. NAME Brian McCabe | b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 2023397772

SOLICITATION

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

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

Section C - Specifications/Drawings
Attachment 1 - INDE 308228 Specifications
Attachment 2 - INDE 308 Second Bank Block CD Drawings Set 022625
Attachment 3 - Appendix A - Condition Survey Drawings
Attachment 4 - Appendix B - Robert Morris Statue Nondestructive Testing Report - 7-5.2023
Attachment 5 - Appendix C - Robert Morris Statue Assessment & Cleaning Test Report - 8-11-2023
Attachment 6 - Con WD - Building - PA20260003 - 01022026
Contract Clauses - Sections D-I

Solicitation Only
Contract Provisions - Sections K-M

11. The contractor shall begin performance within 10 calendar days and complete it within 365 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☐ mandatory ☒ negotiable. ***(See*** _____ ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)* ☒ YES ☐ NO	12b. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1600 ***(hour)*** local time 05/26/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

d. Offers providing less than 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

CODE FACILITY CODE

15. TELEPHONE NO. *(Include area code)*

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

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT

☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY PNC

DOI, NPS, NERO & NER SOUTH MABO
National Park Service
Northeast Regional Contracting
South/Philadelphia MABO
1234 Market Street, 20th Floor
Philadelphia PA 19107

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 1 *copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

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

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

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

Brian McCabe

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Critical Acquisition Response Team (CART) - Independence National Historical Park (INDE) - Masonry Rehabilitation of Second Bank Block Firm-Fixed Price Contract - 100% Small Business Set-Aside Delivery: 365 Days After Notice to Proceed Delivery Location Code: 0011283495 NPS, Independence NHP Independence Natl. Hist. Park 143 S. 3rd. Street Philadelphia PA 19106 US Period of Performance: 07/13/2026 to 07/16/2027				
00010	Rehabilitation of Second Bank Block Landscape Features Product/Service Code: Z1QA Product/Service Description: MAINTENANCE OF RESTORATION OF REAL PROPERTY (PUBLIC OR PRIVATE)				
00020	Optional Item 1 - Repairs to Perimeter Walls (Subject to Availability of Funding) (Option Line Item) Anticipated Exercise Date 30 Product/Service Code: Z1QA Product/Service Description: MAINTENANCE OF RESTORATION OF REAL PROPERTY (PUBLIC OR PRIVATE)				
00030	Optional Item 2 - Rebuild Interpretive Foundation Walls (Subject to Availability of Funding) (Option Line Item) Anticipated Exercise Date 30 Product/Service Code: Z1QA Product/Service Description: MAINTENANCE OF RESTORATION OF REAL PROPERTY (PUBLIC OR PRIVATE)				
00040	Optional Item 3 - Sculpture Conservation (Subject to the Availability of Funds) (Option Line Item) Anticipated Exercise Date 30 Product/Service Code: Z1QA Product/Service Description: MAINTENANCE OF Continued...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	RESTORATION OF REAL PROPERTY (PUBLIC OR PRIVATE)				
00050	Optional Item 4 - Pervious Concrete Paving (Subject to the Availability of Funding) (Option Line Item) Anticipated Exercise Date 30 Product/Service Code: Z1QA Product/Service Description: MAINTENANCE OF RESTORATION OF REAL PROPERTY (PUBLIC OR PRIVATE)				

SECTION A - TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
PART I – The Schedule		
A	**Solicitation/Contract Form**	**1**
B	**Schedule of Items**	**6**
C	**Specifications/Drawings**	**7**
D	**Packaging and Marking**	**23**
E	**Inspection and Acceptance**	**23**
F	**Deliveries or Performance**	**24**
G	**Contract Administration Data**	**25**
H	**Special Contract Requirements**	**32**
PART II – Contract Clauses		
I	**Contract Clauses**	**35**
PART III – List of Documents, Exhibits, and Other Attachments		
J	**List of Attachments**	**73**
PART IV – Representations and Instructions		
K	**Representations, Certifications, and Other Statements of Offerors**	**74**
L	**Instructions, Conditions, and Notices to Offerors**	**84**
M	**Evaluation Factors for Award**	**96**

SECTION B – BID SCHEDULE

Item No.	Description	Quantity	Unit of Measurement	Unit Price	Total Price
00010	Rehabilitation of Second Bank Block Landscape Features	1	Lump Sum	$ _____	$ _____
00020	Optional Item 1 – Repairs to Perimeter Walls (Subject to Availability of Funding)	1	Lump Sum	$ _____	$ _____
00030	Optional Item 2 – Rebuild Interpretive Foundation Walls (Subject to Availability of Funding)	1	Lump Sum	$ _____	$ _____
00040	Optional Item 3 – Sculpture Conservation (Subject to Availability Of Funding)	1	Lump Sum	$ _____	$ _____
00050	Optional Item 4 – Pervious Concrete Paving (Subject to Availability of Funding)	1	Lump Sum	$ _____	$ _____
				Total Base Price	$ _____
				Total Optional Items Price	$ _____
				Total Base & Optional Items Price	$ _____

Notice – Offerors are required to submit, at minimum, an offer that conforms to the solicitation documents with pricing for all Base Items. Failure to do so may render the proposal unacceptable. On lump-sim line items, provide the total price only. For all unit-priced line items, provide the unit price and the extended total price. If no specific line item exists for a portion of the work, include the costs in related item. In case of error in calculation of extended prices, the unit price government. In case of error in summation, the total of the corrected amounts governs. Round total and extended prices to whole dollars.

Note - Optional Item 4 – Pervious Concrete Paving should only be the difference between "aggregate concrete" that is required under Line Item 00010, and what it would cost to use "pervious concrete" instead for Line Item 00010. For example if Line Item 00010 is $1,000,000.00 for all work including "aggregate concrete." Line Item 00050 should only show what the difference would be to use "pervious concrete" instead of "aggregate concrete." If use of "pervious concrete" is a negative difference (i.e. cheaper) show the negative number, and this negative number will be deducted at award from Line Item 00010. If it is a positive difference (i.e. more expensive), Line Item 00010 will be awarded for what was proposed, and Optional Item 4 (Line Item 00050) will be included in the award indicating the intent to use "pervious concrete" versus "aggregate concrete."

Note - the Requirement is being solicited under the Revolutionary FAR Updates (RFO) - Simplified Acquisition Procedures under RFO FAR 12 – Acquisition of Commercial Products and Commercial Services, which now includes Construction, as authorized by RFO FAR 12.200 (b). The requirement also includes original Federal Acquisition Regulations (FAR) that have not been implemented by the DOI under the RFO.

SECTION C – SPECIFICATIONS/DRAWINGS

C.0 NATIONAL PARK SERVICE

The National Park Service (NPS) is a bureau of the U.S. Department of the Interior (DOI) that has been entrusted with the care of our national parks since 1916. The National Park System currently has 433 units (often referred to as parks), covering more than 85 million acres in all 50 states, the District of Columbia, and US territories.

The NPS also has more than 150 related areas that are linked in importance and purpose to places managed directly by the National Park Service by preserving important segments of the nation's natural and cultural heritage. They are designated by acts of Congress or by the Secretary of the Interior (affiliated areas). The majority of related areas are not units of the National Park Service and are managed by other government agencies or non-government organizations and landowners. The National Park Service is involved in related areas by directly managing the entire or sections of a related area, or by providing technical or financial assistance.

The NPS preserves unimpaired natural and cultural resources, and values of the National Park System for the enjoyment, education, and inspiration of this and future generations. The NPS cooperates with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world.

C.1 INDEPENDENCE NATIONAL HISTORICAL PARK (INDE)

Independent National Historical Park (INDE) is a park that represents the founding ideals of the nation and preserves national and international symbols of freedom and democracy, located in Philadelphia, PA. INDE is the home of the Liberty Bell Center, which houses the famous Liberty Bell. The Liberty Bell cracked with its first ring and later became a symbol of liberty in the 19th century.

INDE is also home to Independence Square, which includes the notable Independence Hall and Congress Hall. Congress Hall was the home to the U.S. Congress from 1790 to 1800 when Philadelphia served as the temporary capital of the United States. Independence Hall, is the location where both The Declaration of Independence and US Constitution were debated and signed and is also designated as a UNESCO World Heritage Site.

Besides the two most notable structures stated above, you can visit the Old City Hall which was the home to the Supreme Court from 1791-1800, the Merchants' Exchange Building, Franklin Court Sites, Declaration House where Thomas Jefferson drafted the Declaration of Independence and Washington Square to name a few. INDE also includes several gardens that you can walk through and enjoy, including the 18th Century Garden, Rose Garden, Magnolia Garden and the Benjamin Rush Garden. For more information, please visits INDE's website at: Independence National Historical Park (U.S. National Park Service)

C.2 PURPOSE

The National Park Service – Contracting Operations – Critical Acquisition Response Team (CART) is seeking one (1) contractor to provide all labor, supervision, materials, tools, supplies, transportation, personal protection equipment, and support equipment incidental for the rehabilitation of the Second Bank Block Landscape features.

A. Base item work consists of:
   1. Replacement of damaged walkways and paving, including the Morris Sculpture surrounds
   2. Construction of an exposed aggregate concrete walk to replace the desire pathway.
   3. Address drainage deficiencies through regrading and reseeding and repair of drainage systems
   4. Restoration of trees and shrub plantings around Morris Plaza.
   5. Helical pile foundation repairs at Morris Statue base and pier at south Walnut Plaza.

B. Optional/Additive Items work consists of (Subject to Availability of Funding):

1. Optional Item 1: Repair of deteriorating perimeter walls
2. Optional Item 2: Restoration of interpretive site walls representing historic structures on new foundations and associated soils and planting renewal
3. Optional Item 3: Conservation of Robert Morris statue and stone plinth off-site and restoration/repair and cleaning of marble base and steps. Replacement of concrete foundation. Reinstallation of sculpture.
4. Optional Item 4: pervious concrete instead of exposed aggregate concrete as stated in (A)(2) above.

C. Reference Section C.3 – Special Project Specification below and the Section J – Attachment for specific Project Requirements for each Project and Location, in addition to what is included in Section C of this Document.

C.3 SPECIAL PROJECT SPECIFICATIONS

All work shall be performed in accordance with the special project specifications and this Section C.

Attachment 1 – INDE 308228 Specifications
Attachment 2 – INDE 308228 Second Bank Block CD Drawing Set 022625
Attachment 3 – Appendix A – Conditions Survey Drawings
Attachment 4 – Appendix B – Robert Morris Statue Nondestructive Testing Report – 7-5-2023
Attachment 5 – Appendix C – Robert Morris Statue Assessment & cleaning Tests Report – 8-11-2023

C.4 PERIOD OF PERFORMANCE

The Period of Performance is 365 days after issuance of full Not-to-Proceed (NTP). The full NTP start date is based on actual mobilization date which will be established after submittals are approved. A partial NTP may be issued at the request of the COR and/or Contractor for the submittal process after award but will not count towards the 365 days for the full NTP. If not requested, contractor shall assume submittal process begins immediately after award.

C.5 PLACE OF PERFORMANCE AND HOURS OF OPERATION

Independence National Historical Park
143 S. 3rd Street
Philadelphia, PA 19106

Hours of Operation: Work shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, federal holidays excluded, unless authorized by the COR in writing. Specific hours may be determined at award. If the NPS determines that the safety of visitors is threatened by the Contractor's operations, all or part of the Contractor's operations may be suspended until agreement is reached on additional safety measures and precautions. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

Additional requirements applicable to both locations

A. Do not execute operations during:
   1) Federal holidays, unless otherwise agreed to in advance by Park.
   2) Weekends, unless otherwise authorized by Park.
   3) Official ceremonies.

B. Weekend Hours: Do not perform Work, unless authorized by Government.
   1) Request authorization 72 hours in advance, minimum, in writing.

C. Holiday Hours: Do not perform Work, unless authorized by Government.
   1) Request authorization 72 hours in advance, minimum, in writing.

These are the following observed Federal Holidays:

New Year's Day – January 1st
Martin Luther King Junior's Birthday – Third Monday in January
President's Day – Third Monday in February
Memorial Day – Last Monday in May
Juneteenth – June 19th
Independence Day – July 4th
Labor Day – First Monday in September
Columbus Day/Indigenous Peoples Day – Second Monday in October
Veteran's Day – November 11th
Thanksgiving Day – Fourth Thursday in November
Christmas Day – December 25th

Note - if any of the holidays stated above fall on a Saturday, the Friday *before* the actual day is the official day the Government takes for the holiday. If the holiday falls on a Sunday, the Monday after the actual day is the official day the Government takes for the holiday. These dates do not account for any other days or shorten days that may be added prior to any of the holidays mentioned above that may be added at the discretion of any Presidential Administration and implemented by the DOI.

C.6 GENERAL PERFORMANCE/PROJECT REQUIREMENTS

In addition to what is stated in Attachment 1 – INDE 308228 Specifications

A. Noise, Vibration, and Odors:
   1. When construction noise affects residences, it should be no more than five decibels above the background sound level from: 8 p.m. to 7 a.m. on weekdays. 8 p.m. to 8 a.m. on weekends
   2. Coordinate operations that may result in high levels of noise and vibration, odors, dust or other disruption to Government occupancy with Government and neighboring parties.
   3. Notify Government not less than four days in advance of proposed disruptive activities.
   4. Obtain Government written permission before proceeding.

B. Nonsmoking Building:
   1. Smoking is not permitted inside or upon structure or within 25 feet of entrances, operable windows, or outdoor-air intakes.
   2. No litter from smoking shall be present on, near or adjacent to the Site.
   3. Areas where smoking is allowed shall be at a location directed and approved by Government.

C. Controlled Substances:
   1. Use of controlled substances within the existing building is not permitted.

D. Park Security:
   1. Special security requirements for the Project(s) maybe required and will be announced at the Pre-Bid and Pre-Construction meetings.

E. Additional Restrictions:
   1. Photographs, social media posts, online content, or any form of communication is strictly prohibited regarding all aspects of this requirement unless authorized in writing by the COR.
   2. **Any work that must be performed by a licensed/certified technician (i.e. Crane Operators, Electricians, Plumbers, HVAC Technicians, Landscape Technicians, etc.) shall be performed by state-licensed/certified technicians. The applicable state-license/certification must be from the State where**

the work is performed, no exceptions.

3. Any welding shall be performed by licensed welders and in compliance with American Welding Society recommended practices, structurally sound, and shall be neat in appearance.

C.7 SAFETY

1. Conduct all operations and procedures in a manner to ensure the safety for all and to minimize inconveniences.
   a. Methods shall be compliant with OSHA and other applicable regulations, including State and local bodies having jurisdiction.
   b. Deliver to Government:
      i. Schedule for safety meetings.
      ii. Project specific emergency response plan.
      iii. Project specific accident prevention plan.
      iv. Possess first aid equipment on site, and other areas as required.
      v. Provide necessary safety equipment on site to perform the construction activities as required by regulation.

2. Traffic Control: When applicable, the Contractor shall be responsible for providing own traffic control when operating equipment along roads. Flaggers shall be equipped with safety vests and two-way radios and control traffic in both directions. Roadside operations shall be signed, or otherwise identified by barricades, and employees/sub-Contractors working along roads identified by safety vests or other identifiable clothing. Contractor shall be required to adhere to Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and OSHA guidelines for traffic control. Traffic control signing must be coordinated with the COR/POC or park law enforcement three days in advance.

3. Safety Meetings: Contractor shall conduct documented daily safety meetings.

   Addition, during the execution of this contract, the Contractor must conform to the rules and regulations, as amended and as set forth by:

   - 29 CFR 1910 – OSHA General Industry Regulations & Standards.
   - National Park Service Occupational Safety and Health Program – Reference Manual 50B - Reference Manual 50B: NPS Occupational Safety and Health Program
   - Most Recent Superintendents Compendiums as amended:
     - INDE - Superintendent's Compendium - Independence National Historical Park (U.S. National Park Service)
   - All Contractor or employee conduct is subject to park rules and regulations concerning: littering, wildlife harassment, collecting, resource damage and other topics as specified for the NPS in the Code of Federal Regulations title 36 (eCFR :: 36 CFR Part 2 -- Resource Protection, Public Use and Recreation).
   - Directors Orders - Director's Orders and Related Documents/NPS Office of Policy – which can have an impact on work performed.
   - Use of barricades, ropes, signs, or audible signals is required, and the contractor must take all necessary precautions for the protection of the work, property, and safety of the public.
   - A temporary securityfence (on footers) may be installed to prevent access to excavated areas, construction areas, and/or storage area only after written approval of COR/POC.
   - **Reference Attachment 1 – INDE 308228 Specifications for additional requirements to what is stated herein, specifically Section 01 35 23 – Safety Requirements**

C.8 PERSONAL PROTECTIVE EQUIPMENT (PPE)

1. The Contractor shall furnish personal protective equipment (PPE) to crew members respective of the type of work being completed (i.e., hard hat, eye and hearing protection, leather gloves, etc.).

2. The contractor shall train workers in the safe operation and use of equipment that they will be using to accomplish the work under this contract. Occupation Safety & Health Administration (OSHA) standards PPE shall be followed; information can be found at OSHA PPE Standards.
3. PPE, including personal protective equipment for eyes, face, head, and extremities, shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered in a manner capable of causing injury or impairment in the function of any part of the body.
4. Defective or damaged PPE shall not be used and shall be either repaired or replaced.

C.9 ACCIDENT REPORTING

The contractor shall report emergency situations, such as accidents involving property and/or personal injury or other unforeseen circumstances and shall follow required emergency reporting procedures according to the CO/COR approved Safety Plan. In the event of an emergency the contractor shall dial **911.**

A . Accident Reporting: Reportable Accidents: A reportable accident is defined as death, occupational disease, traumatic injury to employees or the public, property damage by accident in excess of $100, and fires.
   a. Notify COR/POC and CO immediately in the event of a reportable accident.
   b. Fill out and forward an Accident/Property Damage report Form (CM-22) to COR/POC and CO within 7 days of a reportable accident. Obtain form from COR/POC or CO.

B. All Other Accidents: The Contractor shall report all other accidents to the CO as soon as possible and assist the Contracting Officer and other officials as required in the investigation of the accident.

C.10 FIRE PREVENTION AND PROTECTION

- Any accidental fire starts shall be reported immediately to COR and/or INDE Fire Management Fire Management. Should the fire exceed the size of a campfire and threaten workers safety, the contractor should depart the area and call 911 or INDE Fire Management Fire Management immediately.
- Hazard Control: Take all necessary precautions to prevent fire during construction. Keep flammable substances or materials at a safe distance from use of volatile or noxious substances.
- Smoking is prohibited in the work areas in sites designated for the contractor's use. Designate a space away from the work area be used for smoking. Cigarette butts must be disposed of properly.
- Protection Equipment Required: Furnish a minimum of one extinguisher for each 1,500 square feet of area or major fraction thereof and a sufficient number to meet the requirement that a travel distance from any workstation to the nearest extinguisher shall not exceed 75 feet. Fire extinguisher shall be of type and size appropriate for the work but no less than 10lb.

C.11 HOT WORK REQUIREMENTS

A. NPS Hot Work Permit – A permit is required for any operation involving open flame or producing heat and/or sparks, such as welding, brazing, cutting, and soldering. Coordinate permitting procedures with COR/POC. Here are the minimum elements regarding the permit:
   - **Designated Areas:** Hot work must be performed in designated or permit-required areas, which are approved by the Park Structural Fire Coordinator.
   - **Precautions:** Before starting, ensure all necessary precautions are taken, including isolating flammable materials and establishing a fire watch.
   - **Permit Requirements**: A signed Hot Work Permit on Form HW-1 must be issued by the designated authority before any hot work operations begin.
   - **Safety Measures:** Conduct thorough inspections, ensure proper isolation of the work area, and provide appropriate personal protective equipment.

B. Hot Work Plan - The Contractor shall prepare a compliant plan and submit it for review 14 days prior to the request to perform hot work. Perform and safeguard hot work operations in accordance with NFPA 51B and NFPA 241 as applicable. The Plan shall be prepared and submitted in conjunction with the Hot Work Permit to the COR/POC.

C.12 EQUIPMENT REQUIREMENTS

A. All equipment/tools shall only be used within the limits of the manufacture's recommendations.
B. Contractor may use heavy equipment, cranes, aerial lifts, ladders, and other typical standard industry equipment, as applicable, for the tasks being performed.
   1. Proper ground protection, such as plywood or other industry approved matting must be used to protect the grounds from damage (rutting, damage to concrete, etc.).
C. All tools/machinery/equipment/vehicles shall be safeguarded from the public. Tools/machinery/equipment/vehicles shall not be left unattended. All tools/equipment shall not be allowed to lie around except in the immediate work area.
D. Any tools not in immediate use shall be staged or stowed in such manner so as not to create a hazard. The government and contractor will agree on delineating the work area around the project.
E. Any damaged caused to NPS property through equipment use shall be restored and/or repair to original conditions at contractor expense.

C.13 EQUIPMENT LIMITATIONS

A. All equipment must meet all federal OSHA, state and local safety requirements and must be properly licensed.

B. The name or logo of the contractor must be clearly displayed on all trucks used on the job.

C. The following load restrictions shall not be exceeded:

Single Units	Gross Vehicle Weight
2 axles	40,000 lbs. (18,100 kg)
3 axles	48,000 lbs. (21,800 kg)
4 axles	52,000 lbs. (23,600 kg)

Combination Units	Gross Vehicle Weight
3 axles	57,000 lbs. (25,900 kg)
4 axles	62,000 lbs. (28,100 kg)
5 or more axles	66,000 lbs. (29,900 kg)

C.14 SAFETY PLAN

The Contractor shall draft and provide a safety plan specific for each location identified above in C.2. The Safety Plan shall be available to all employees and subcontractors working on the contract and subsequent task orders. The Safety Plan should cover at a minimum:

a. What is required in Attachment 1 – INDE 308228 Specifications – Section 01 35 23 – Part 2 – Products (2.1) Accident Prevention Plan (AAP)
b. Personal Protective Equipment required for the work under the contract (see C.8 above and Attachment 1 – INDE 308228 Specifications - Section 01 35 23)
c. Accident Reporting (see C.9 above and Attachment 1 – INDE 308228 Specifications - Section 01 35 23)
d. Fire Prevention and Protection (see C.10 above)
e. Hot Work (see C.11 above)

f. Equipment use (see C12 and C.13 above)

C.15 DRONES/UNMANNED AERIAL VEHICLE (UAV) USAGE

The use of drones and/or UAVs are not authorized at INDE during performance of this contract.

C.16 PROHIBITION OF WEAPONS/FIREARMS

18 USC 930 is Federal law that supersedes Section 512 of Public Law 111-24 and prohibits the possession of a firearm or other dangerous weapon in a Federal facility. Federal facilities are buildings or parts thereof owned or leased by the Federal Government, where Federal employees are regularly present for the purpose of performing official duties. No weapon or firearms are authorized within INDE at any time.

C.17 TEMPORARY FACILITIES/WORK AREA

1. **ACCESS:** Vehicular access is possible from the walkways and sidewalks of INDE except for Independence Square, where access is via a driveway ramp. The contractor shall at all times conduct his operations to insure the least inconvenience to the public and Park operations. Blocking of walkways and sidewalks along the street must be kept to a minimum. While walks are to be blocked, signage necessary to direct pedestrians around the obstruction safely will be required. Keep a minimum of two rolls of Warning Tape on site at all times. There shall be no deviation from the specifications regarding the safety of the Park's staff or visitors. In the event of such an occurrence, the CO will review and determine the timeframe for Contractor compliance.

2. **PARKING:** It is important that the historic scene in INDE be preserved for the enjoyment of the Park's visitors. For that reason, there is no on-site parking. No parking is allowed on any INDE property except to load and unload vehicles, including Liberty Street The Contracting Officer's Representative will provide a Park unloading permit for this purpose. Failure to remove Contractor vehicles after unloading could result in vehicles being ticketed or towed. Vehicles that are actively employed in work are allowed on site. For a possible street parking permit, which allows parking at legal metered spaces, contact the Philadelphia Parking Authority.

3. **STORAGE**: Confine storage of materials to laydown area as indicated in the drawings and ensure constant access to adjacent laydown area by other contractors working concurrently in the area.

4. **CONDUCT:** Contractor shall at all times conduct operations to ensure the least inconvenience to occupants and visitors.

   - Contractor shall clean site of all construction debris and leave site in a neat and orderly appearance with walkways clean and clear at the end of each workday.
   - Loud noise must be kept at a minimum.

5. **RESTROOMS**: No private restroom facility is available onsite for the contractor's use. The park provides public restroom in the Independence Visitor Center, which is located at 599 Market Street.

6. **TELEPHONE:** No telephone service is available on site for the contractor's use.

7. **ELECTRIC:** Government may not provide connections to existing electrical facilities. Contractor shall provide proper power as considered necessary in performance of the contract. COR shall review and approve all electric connections prior to any electric hookups.

8. **WATER:** Water may be available in hose bib attachments in some irrigation system valve boxes, and outside hose bibs at select walls and buildings. COR shall review and approve all water connections prior to any water hookups. Contractor is responsible for any permits and associated fees pertaining to the use of city fire hydrants, if required.

C.18 INTERRUPTION OF WORK

ENVIRONMENTAL - The Contracting Officer, by issuance of a stop work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions or fire danger. The Contractor shall be given a resume work order, which shall document the date the stop work order ended. An allowance has been included in the contract time for short-term environmental delays up to one day at a time. The count of contract time shall therefore continue during stop work of one day or less, but the count of contract time shall stop during stop work orders in excess of one day at a time. All periods of stop work by the Government shall be documented. Actions taken under this paragraph shall be subject to FAR 52.242-14 - Suspension of Work. (APR 1984).

SPECIAL EVENTS - The Government through the COR/POC may direct the Contractor to stop work and all operations in the event of scheduled or unscheduled events at INDE, which may include official ceremonies. The work may also just be restricted to certain locations at the discretion of the COR/POC.

HISTORICA/ARCHEOLOGICAL/CULTURE RESOURCES – see C.19 below.

C.19 PRESERVATION OF HISTORICAL/ARCHEOLOGICAL/CULTURAL RESOURCES

A. Public Law 93-291, May 24, 1974, provides for the preservation of scientific, prehistorical, and archeological data (including relics and specimens) which might otherwise be lost due to alteration of terrain because of any Federal construction project.
B. The Contractor agrees that should any contractor employee, in the performance of this contract, discover evidence of possible scientific, prehistorical, historical, cultural, or archeological data the contractor must notify the CO and COR in writing within 24 hours of first discovery. The notification must indicate time of discovery, the nature of the findings and location.
C. Immediately stop working if paleontological, archaeological, or historical remains (including burials or skeletal material) are encountered, until work is permitted to resume by written order from the CO. the contractor must notify the CO and COR in writing within 24 hours of first discovery. The notification must indicate time of discovery, the nature of the findings and location. The CO and/or COR will notify the Regional Archaeologist, so the provisions of 36 CFR 800.7 (Resources Discovered During Construction) and other relevant laws are followed. Work in other areas may proceed as approved by the CO.
D. Where appropriate by reason of discovery, the CO may order delays in the time of performance and/or changes in the work. If such delays and/or changes are ordered, the time of performance and contract price shall be adjusted in accordance with the applicable clauses in the Contract Clauses Section of this contract which are incorporated by reference.
E. The Contractor must insert this requirement in all subcontracts which involve the performance of work on the terrain of the site.
F. **Contractor shall also adhere to requirements stated in Attachment 1 – INDE 308228 Specifications, in addition to what is stated above.**

C.20 PERMITS AND CERTIFICATES

Submit copies of all permits and certificates as required by the *contract*. All permit costs shall be incorporated into Contractors' proposal cost, which may or may not be a separately priced line item.

Reference Attachment 1 – INDE 308228 Specifications for more information.

C.21 SUBMITTAL PROCEDURES

Contractor shall adhere to the requirements stated in Attachment 1 – INDE 308228 Specifications, specifically Section 01 33 23 – Submittal Procedure.

C.22 CONSTRUCTION QUALITY CONTROL PLAN

A. Designate in writing a single person to oversee and manage on-site quality control activities for the project.

B. The Contractor is responsible for quality control of all project work including any sub-contracted work, and to submit thorough documentation that work fully complies with the construction documents and project permits.

C. In addition to what is required in Attachment 1 – INDE 308228 Specifications, the quality control processes include but are not limited to proactively:

1. Make vertical work plumb and make horizontal work level.
2. Managing specialty subcontractors.
3. Reviewing and processing samples, mock-ups, shop drawings and other construction submittals.
4. Ensuring that the workers have the appropriate expertise and proper equipment to perform the work.
5. Effectively utilizing third-party sampling & testing services (typically for earthwork gradation, compaction, concrete & asphalt testing, welding, pile driving and other specialty inspections).
6. Initialing timely reviews and corrective actions to substrates prior to proceeding with subsequent work.
7. Timely involvement of industry specialists such as manufacturer representatives when required.
8. Managing system commissioning (if applicable).
9. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated, and maintain headroom clearance of 96” in occupied spaces and 90” in unoccupied spaces.
10. Training NPS personnel in system operation & maintenance.
11. Timely involvement of local authorities having jurisdiction.
12. Managing Load-Limits: Heavy equipment operated on NPS roads and parking areas shall comply with highway-legal load limits unless explicitly approved otherwise.

C.23 ENVIRONMENTAL REGULATIONS

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by their subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law, including, but not limited to:

- Executive Order 12088, 13 October 1978, Federal Compliance with Pollution Control Standards;
- Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 ET SEQ);
- Clean Air Act as amended (42 U.S.C. Sec 7401 ET SEQ);
- Endangered Species Act, as amended (16 U.S.C. Sec 1531 ET SEQ);
- Toxic Substances Control Act, as amended (15 U.S.C. Sec 2601, ET SEQ);
- National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ);
- Solid Waste Disposal Act, as amended (42 U.S.C. 6901 ET SEQ);
- Archaeological and Historic Preservation Act, as amended (16 U.S.C. Sec 469, ET SEQ).

Should the United States Government be held liable for any neglect or improper actions by the contractor or any subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

C.24 MATERIAL & EQUIPMENT TRANSPORTATION, HANDLING AND STORAGE

A. Contactor shall have a representative on site to receive material deliveries, and the contractor shall remain responsible for all material deliveries whether their representative is on site at the time of delivery or not.
B. Government-owned equipment is not available for Contractor’s use to accomplish any Work, and Government buildings and other facilities are not available for storage of Contractor’s materials, equipment, and tools.

C. Transport, handle, and store materials and equipment in accordance with the manufacturer's written instructions, and in a secure manner.
D. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation. Protect liquids from freezing.
E. Promptly remove from the project site any materials or equipment that are damaged or are otherwise unsuitable.
F. Additional Permitting, fees, and coordination may be required working within the limits of Philadelphia, PA.
G. Additional restrictions may be imposed due to unforeseen events or security threats at either location.

C.25 CONTRACTOR'S REPRESENTATIVE

The Contractor shall provide a contract representative for the performance of the work. The name of this person and an alternate(s) who act for the contractor when the Contractor is absent shall be designated in writing to the CO. The Contractor representative or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The Contractor representative and alternate(s) must be able to read, write, speak, and understand English without use of a translator. Under no circumstances shall any documents, Task Orders Statement of Work, Work Schedules, Contractor submittals, Contractor plans, etc., be translated. All documentation shall be submitted in the English language.

C.26 STATUE RESTORATION SPECIALIST

The contractor shall provide a Statue Restoration Specialist that has a deep understanding of bronze materials, historical casting methods, conservations materials and techniques and restoration processes; and is responsible for preserving, repairing and restoring bronze sculptures and monuments, ensuring their structural integrity, aesthetic quality and historical authenticity.

A. General Requirements:

- **Assessment and Documentation** – Must be able to examine bronze statues to determine condition, identify damage, corrosion, or previous repairs, and document findings for restoration planning.
- **Restoration Planning** – Develop detail restoration strategies, including materials selection, repair techniques, and conservation methods, while adhering to historical and cultural preservation standards.
- **Repair and Fabrication** – must be able to perform precise repairs such as soldering, welding, or casting replacement parts for broken or missing elements, and fabricate new components when necessary. Ability to replicate original textures, finishes, and artistic intent while maintaining structural integrity.
- **Surface Treatment**s – must be able to apply patination, hot waxing, polishing, or protective coatings to restore the original appearance and protect against environment damage.
- **On-site and Studio Work** – must be able to conduct restoration work in off-site location or on-site, which may include the careful deinstallation and reinstallation of large outdoor sculptures.
- **Collaboration and Reporting** – Work with others to ensure restoration meets safety, aesthetic and historical standards.

B. Specific Requirements

- Reference C.3 – Special Project Specifications for all requirements.

C. Minimum Qualifications:

- Fellow or Professional Associate (PA) of the American Institute for Conservation (AIC), in good standing.

C.27 UNDOCUMENTED WORKERS

This contract involves the employment of unskilled labor working under arduous field conditions. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. Offerors are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa for entry and working in this country (8 U.S.C. § 1323-1325). If violations are suspected by the COR during the performance

of work on this (these) project(s) they shall be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein shall be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.

C.28 CONTRACTOR EMPLOYEE CONDUCT

- The Contractor's employees shall, always, while on the job site, whether on or off duty, conduct themselves in a professional, orderly, and safe manner.
- Rudeness, fighting, being under the influence of alcohol and/or drugs or bringing and/or consuming alcohol and/or drugs, gambling, soliciting, stealing, and any immoral or otherwise undesirable conduct shall not be permitted on the job site. Any employee engaging in such conduct shall immediately and permanently be removed from the job site.
- All contract employees shall display professionalism in all interactions with one another, the public and Government employees. The Contracting Officer may require the Contractor to remove any employee working under this requirement for reasons of misconduct and security, or if found to be (or suspected to be) under the influence of alcohol, drugs, or other incapacitating agent(s).
- A Contractor's employee may be subject to removal from the premises upon determination by the Contracting Officer that such action is in the best interests of the Government. Such removal from the job site or dismissal from the premises shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the service as specified.
- Contractor employees shall not loiter in any working or patron area. Upon completion of their assigned work, employees shall promptly depart from the public areas.

C.29 BIOBASED AND SUSTAINABLE PRODUCTS

The Federal Acquisition Regulation; Executive Order (EO) 13514, "*Federal Leadership in Environmental, Energy and Economic Performance*," dated October 5, 2009; EO 13423, "*Strengthening Federal Environmental, Energy, and Transportation Management,*" dated January 24, 2007; and Presidential Memorandum, "*Driving Innovation and Creating Jobs in Rural America through Biobased and Sustainable Product Procurement*," dated February, 2012 to provide biobased products.

All supplies and materials shall be of a type and quantity that conform to applicable Federal specifications and standards, and to the extent feasible and reasonable; include the exclusive use of biobased and recycled products.

The following is a list of categories for biopreferred products that may be required in performance of this construction contract:

- **2-Cycle Engine Oils – 34% Minimum Biobased Content**
- **Adhesive and Mastic Removers – 58% Minimum Biobased Content**
- **Adhesives – 24% Minimum Biobased Content**
- **Agricultural Spray Adjuvants – 50% Minimum Biobased Content**
- **Cleaning Tools - 22% Minimum Biobased Content**
- **Clothing – Utility Gloves – 25% Minimum Biobased Content**
- **Concrete Curing Agents – 59% Minimum Biobased Content**
- **Concrete Repair Materials – Concrete Leveling – 23% Minimum Biobased Content**
- **Concrete Repair Materials – Concrete Patching – 69% Minimum Biobased Content**
- **Concrete and Asphalt Cleaners – 70% Minimum Biobased Content**
- **Concrete and Asphalt Release Fluids – 87% Minimum Biobased Content**
- **Corrosion Preventatives – 53% Minimum Biobased Content**
- **Erosion Control Materials – 77% Minimum Biobased Content**
- **Fertilizers – 71% Minimum Biobased Content**

- **Foliar Sprays – 50% Minimum Biobased Content**
- **Gardening Supplies and Accessories – 43% Minimum Biobased Content**
- **Greases – Truck – 71% Minimum Biobased Content**
- **Intermediates – Cleaner Components – 55% Minimum Biobased Content**
- **Masonry and Paving Systems – 25% Minimum Biobased Content**
- **Metal Cleaners and Corrosion Removers – Corrosion Removers – 71% Minimum Biobased Content**
- **Metal Cleaners and Corrosion Removers – Other Metal Cleaners – 56% Minimum Biobased Content**
- **Mobile Equipment Hydraulic Fluids – 44% Minimum Biobased Content**
- **Mulch and Compost Materials – 95% Minimum Biobased Content**
- **Multipurpose Cleaners – 56% Minimum Biobased Content**
- **Penetrating Lubricants – 68% Minimum Biobased Content**
- **Pneumatic Equipment Lubricants – 67% Minimum Biobased Content**
- **Safety Equipment – 25% Minimum Biobased Content**
- **Shopping and Trash Bags – 22% Minimum Biobased Content**
- **Soil Amendments – 72% Minimum Biobased Content**
- **Specialty Precision Cleaners and Solvents – 56% Minimum Biobased Content**
- **Stone and Granite Cleaners – 60% Minimum Biobased Content**
- **Wood and Concrete Sealers – Membrane Concrete Sealers – 11% Minimum Biobased Content**
- **Wood and Concrete Sealers – Penetrating Liquids – 79% Minimum Biobased Content**
- **pH Neutralizing Products – 25% Minimum Biobased Content**

C.30 DEFINITIONS (Not included in Federal Acquisition Regulations)

Wherever in these provisions, or in other contract documents, the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

2-Cycle Engine Oils - Lubricants designed for use in 2-cycle engines to provide lubrication, decreased spark plug fouling, reduced deposit formation, and/or reduced engine wear.

Adhesive and Mastic Removers – Solvent products formulated for use in removing asbestos, carpet, and tiles mastics as well as adhesive materials, including glue, tape, and gum from various surfaces.

Adhesives – Compounds that temporarily or permanently bind two item surfaces together. These products include glues and sticky tapes used in construction, household, flooring, and industrial settings. This category excludes epoxy systems.

Agricultural Spray Adjuvants – Products mixed in the spray tank wit the herbicide, pesticide, or fertilizer formulas that will improve the efficiency and the effectiveness of the chemicals, including sticking agents, wetting agents, etc.

Calendar Days - Every day shown on the calendar, Saturdays, Sundays and holidays included.

Cleaning Tools – Objects that are used to clean a variety of surfaces or items and can be used multiple times. This category includes tools such as brushes, scrapers, abrasive pads, and gloves that are used for cleaning. The expendable materials used in cleaning, such as glass cleaners, single use wipes, ad all-purpose cleaners, are excluded from this category as these materials better fit in other categories.

Change Order - An order issued to the Contractor by the Contracting Officer, pursuant to the “change” clause included in Section I of this contract, requiring work to be performed, within the general scope of the contract.

Clothing – Utility Gloves – A fitted hand garment used to protect hands in industrial and construction work.

Clearing Limits - The limits of clearing as designated on the ground, shown on the drawing or designated in the Special Project Specifications.

Concrete Curing Agents – Products that are designed to enhance and control the curing process of concrete.

Concrete Repair Materials – Concrete Leveling – Products that are designed to repair cracks and other damage to concrete by raising or stabilizing concrete.

Concrete Repair Materials – Concrete Patching – Products that are designed to repair cracks and other damage to concrete by filling and patching the concrete.

Concrete and Asphalt Cleaners - Chemicals used in concrete etching as well as to remove petroleum-based soils, lubricants, paints, mastics, organic soils, rust, and dirt from concrete, asphalt, stone and other hard porous surfaces. Products within this item include only those marketed for use in commercial or residential construction or industrial applications.

Concrete and Asphalt Release Fluids – Products that are designed to provide a lubricating barrier between the composite surface materials (e.g. concrete or asphalt) and the container (e.g. wood or metal forms, truck beds, roller surfaces).

Contract Pay Item - A pay item designated on the bid schedule and described by a specification.

Contractor - The individual, partnership, joint venture, or corporation undertaking the execution of work under the terms of the contract and acting directly or through their agent, employees, or subcontractors.

Corrosion Preventatives – Products designed to prevent the deterioration (corrosion) of metals.

Drawings - The approved documents and reproductions of these documents, including plan and profile sheets, cross sections, site plants, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, and similar documents showing details for construction of a facility.

Erosion Control Materials – Woven or non-woven fiber materials manufactured for the use on construction, demolition, or other sites to prevent wind or water erosion of loose earth surfaces, which may be combined with seed and/or fertilizer to promote growth.

Equipment - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, including tools and apparatus necessary for the proper construction and acceptable completion of the work.

Fertilizers – Products formulated or processed to provide nutrients for plant growth and/or beneficial bacteria to convert nutrients into usable forms. Biobased fertilizers, which are likely to consist mostly of biobased components, may include both biobased and chemical components.

Foliar Sprays – Products that are applied to the leaves of plants and provide plants with nutrients. These products may also repair plants from previous pest attacks. Examples include liquid fertilizers, foliar feeds, and micronutrient solutions.

Gardening Supplies and Accessories – Products that are used to grow plants in outdoor and indoor settings. Examples include seedling starter trays, nonwoven mats or substrates for hydroponics and flower or plant pots. This category excludes compost activators and accelerators, erosion control materials, fertilizers, including soil inoculants: foliar sprays: mulch and compost materials: and soil amendments.

Greases – Truck - Lubricants composed of oils thickened to a semisolid or solid consistency using soaps, polymers or other solids, or other thickeners. Lubricants that are designed for use on the fifth wheel of tractor trailer trucks onto which the semi-trailer rests and pivots.

Intermediates – Cleaner Components – Ingredients used specifically for formulating finished cleaning products. Examples of Intermediates – Cleaner Components include chelating agents, surfactants, hydrotropes, fatty acids, or solvents.

Labor Standards Provisions - Those statutory and regulatory requirements pertaining to the Contractor's employees and employment practices.

Masonry and Paving Systems – Masonry and paving products used during construction. Such products include masonry blocks, paving blocks, and insulating wall forms.

Materials - Any substances for use in the construction of the project and its appurtenances.

Metal Cleaners and Corrosion Removers – Corrosion Removers – Products that are designed to clean and remove grease, oil, dirt, stains, soils, and rust from metal surfaces. Products that are designed to remove rust from metal surfaces through chemical action.

Metal Cleaners and Corrosion Removers – Other Metal Cleaners – Products that are designed to clean and remove grease, oil, dirt, stains, soils, and rust from metal surfaces. Products that are designed to clean and remove grease, oil, dirt, stains, and soils from metal surfaces other than stainless steel.

Mobile Equipment Hydraulic Fluids - Hydraulic fluids formulated for general use in nonstationary equipment, such as tractors, end loaders, or backhoes.

Mulch and Compost Materials – Products designed to provide a protective covering placed over the soil, primarily to keep down weeds and to improve the appearance of landscaping. Compost is the aerobically decomposed remnants of organic materials used in gardening and agriculture as soil amendment, and commercially by the landscaping and container nursery industries.

Multipurpose Cleaners – Products used to clean dirt, grease, and grime from a variety of items in both industrial and domestic settings. This designated item does not include products that are formulated for use as disinfectants.

Notice of Noncompliance - A written notice from the Contracting Officer's representative or inspector which documents, for the Contractor's attention, specific performance deficiencies.

Penetrating Lubricants – Products formulated to provide light lubrication and corrosion resistance in close tolerant internal and external applications including frozen nuts and bolts, power tools, gears, valves, chains, and cables.

Pneumatic Equipment Lubricants – Lubricants designed specifically for pneumatic equipment, including air compressors, vacuum pumps, in-line lubricators, rock drills, jackhammers, etc.

Right of Way - A general term denoting land, property, or interest therein acquired for or devoted to a road or a construction site.

Safety Equipment – Equipment used by workers that protects against worksite accidents, such as goggles, ear plugs, face shields and gloves.

Schedule of Items - Schedule in the contract which contains a listing and description of construction items, quantities, units of measure, method of measurement, unit price and amount.

Shopping and Trash Bags – Open-ended bags that are typically made of thin, flexible film and are used for containing and transporting items such as consumer goods and waste. Examples include trash bags, can liners, shopping or grocery bags, pet waste bags, compost bags, and yard waste bags. This category does not include product packaging, disposable containers, or semi-durable and non-durable films.

Soil Amendments – Materials that enhance the physical characteristics of soil through improving water retention or drainage, improving nutrient cycling, promoting microbial growth, or changing the soils' pH. This category excludes foliar sprays and chemical fertilizers.

Specialty Precision Cleaners and Solvents – Cleaners and solvents used in specialty applications. These materials may be used in neat solution, diluted with water, or in hand wiping applications.

Special Project Specifications - Specifications which detail the conditions and requirements peculiar to the individual project, including but not limited to CSI format specifications and additions and revisions to Standard Specifications.

Specifications - A general term applied to all written directions and requirements pertaining to performance of work.

Standard Specifications - Specifications established for Region wide use for construction of facilities which cover most items of work likely to be performed; such as Earthwork, Base Courses, Pavement, Concrete, etc.

Stone and Granite Cleaners – Products intended to remove debris and clean surfaces such as granite, marble, and quartz. This category excludes Multipurpose Cleaners, General Purpose Household Cleaners and Industrial Cleaners.

Utility Services - Are services such as electricity, gas, steam, water and sewage.

Wood and Concrete Sealers – Membrane Concrete Sealers – Products that are penetrating liquids formulated to protect wood and/or concrete, including masonry and fiber cement siding, from damage caused by insects, moisture, and decaying fungi and to make surfaces water resistant. Concrete sealers that are formulated to form a protective layer on the surface of the substrate.

Wood and Concrete Sealers – Penetrating Liquids – Products that are penetrating liquids formulated to protect wood and/or concrete, including masonry and fiber cement siding from damage caused by insects, moisture, and decaying fungi and to make surfaces water resistant. Wood and concrete sealers that are formulated to penetrate the outer surface of the substrate.

Work Order - An order written by the Contracting Officer or Contracting Officer's Representative, which directs the Contractor to correct deficient performance. It may also be used to document acceptable completion of units and to approve starting on additional work units.

pH Neutralizing Products – Additives that alter the pH of water or soil, such as cleaning solvents and other mixtures.

C.31 THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION

A. Contracting Officer: The Contracting Officer (CO) has the overall responsibility for the administration of this contract. The CO alone, without delegation, is authorized to amend, modify, or deviate from the contract. Other responsibilities may be delegated to authorized representatives.

B. Contracting Officer's Representative (COR): The COR shall be designated in writing at the time of award to assist the CO in the day-to-day on-site administration of the contract requirements for each location. The responsibilities of the COR include, but are not limited to;

(1) Determining the compliance and adequacy of performance by the Contractor in accordance with the terms and conditions of this contract;
(2) Requesting removal of unsuitable contractor employees;
(3) Ensuring adequacy of schedule and Quality Control Plan, including changes;
(4) Ordering re-performance of unacceptable work or performance by other mean, etc.

C. Point-of-Contact (POC): The POC shall be used if an official certified COR cannot be designated at the time of award. The POC shall not be designated in writing and shall assist the CO in the day-to-day on-site administration of the contract requirements.

C.32 TRAVEL

The contractor shall be responsible for all travel necessary to complete the work described in the Scope of Work.

C.33 HAZARDOUS MATERIALS

Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed.

If the Contracting Officer directs the contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a contract modification may be required, subject to equitable adjustment under the terms of the contract.

C.34 HAZARDOUS MATERIAL IDENTIFICATION

Submit Safety Data Sheet (SDS)'s as required per 29 CFR 1910.1200 as amended. The contractor must provide one digital copy of each SDS for applicable hazardous chemicals used and/or provided in performance of any work under this contract.

C.35 WORK BY THE GOVERNMENT

The Government reserves the right to undertake performance by Government forces or other Contractors, the same type of similar work as contracted for herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

C.36 OTHER CONTRACTS

The Government may undertake work with its own forces or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and Government employees and carefully fit its own work to such additional work as may be directed by the CO. The Contractor shall not commit or permit any act, which shall interfere with the performance of work by any other Contractor or by Government employees.

C.37 EXTENT OF OBLIGATION

The Government obligation for performance of this contract beyond the award price is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the amount that has been authorized through the issuance of a contract modification or change order by the CO.

C.38 POST AWARD CONFERENCE/PERIODIC PROGRESS MEETINGS

The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

SECTION D—PACKAGING AND MARKING

{For this Contract, there are NO clauses in this Section}

SECTION E—INSPECTION AND ACCEPTANCE

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):

acquisition.gov

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-12 Inspection of Construction. (APR 1996)
52.246-13 Inspection – Dismantling, Demolition, or Removal of Improvements (AUG 1996)

FULL-TEXT CLAUSES

Not Applicable

SECTION F—DELIVERIES OR PERFORMANCE

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):

Original FAR (FAR) - Acquisition.GOV | www.acquisition.gov
Revolutionary FAR updates (RFO FAR) - Revolutionary FAR Overhaul | Acquisition.GOV

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work. (APR 1984)

RFO FAR - 52.236-15 - SCHEDULES FOR CONSTRUCTION CONTRACTS (DEVIATION JAN 2026)

(a) (1) Within five days after the work commences on the contract or another period of time determined by the Contracting Officer, the Contractor shall prepare and submit to the Contracting Officer for approval a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the work (including acquiring materials, plant, and equipment).
(2) The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period.
(3) If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.
(b) The Contractor shall continually update the actual progress in the schedule and shall submit it to the Contracting Officer by the means prescribed in the contract for transmittals or as directed by the Contracting Officer.
(c) (1) If the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to recover lost time and execute in accordance with the approved schedule, without additional cost to the Government.
(2) Such steps may include increasing the number of shifts, overtime operations, days of work, and/or the amount of construction plant.
(3) The Contractor shall submit, for approval, supplementary schedule(s) that demonstrate how the lost time will be recovered.
(d) If the Contractor does not recover the lost time, the Contracting Officer may determine that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

SECTION G—CONTRACT ADMINISTRATION DATA

G.1 POST AWARD CONFERENCE

Prior to commencement of work, the CO, CS or COR and/or POC will arrange a meeting with the contractor to discuss the contract terms and work performance requirements. A work progress schedule will be proposed by the contractor at this meeting complete with a schedule of values. It will be scheduled as soon as possible after the date of the contract award. It is anticipated that this meeting will take place All dates and locations of the conference will be mutually agreed upon and may be held via Microsoft Teams, onsite, or a combination of both.

G.2 GOVERNMENT FURNISHED PROPERTY

The Government may provide Government Property to the Contractor for use as stated below. If Government Property is provided the property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract and as stated at the Task Order Level.

Item No.	Property Description	Qty	Location	Date Available or Delivery Date
1	N/A			

G.3 DESIGNATION OF CONTRACTING OFFICERS REPRESENTATIVE (COR) AND/OR POINT-OF-CONTACT (POC)

A. The Contracting Officer will designate an individual as Contracting Officer's Representative (COR) at time of award of the contract in accordance with DIAR 1452.201-70 Authorities and Delegations (SEP 2011). The name will be designated on a letter or form.

B. The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by a proper contractual documents executed by the Contracting Officer prior to completion of the contract.

C. The Contracting Officer should be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly. (This does not apply to individual assignments which were issued by the Contracting Officer's Representative provided they do not affect the delivery schedule or performance period stated in the contract.)

D. On all matters that pertain to the contract terms the Contractor must communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COR's requests effort outside the scope of the contract, the Contractor should so advise the Contracting Officer's Representative. If the COR persists and there still exists a disagreement as to proper contractual coverage, the CO should be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

E. The COR's major duties and responsibilities are contained in Contracting Officer Representative Letter. The COR is delegated full authority under this contract except for the following actions which are reserved for the Contracting Officer:

1. Approve Change Orders and Modifications
2. Take action to terminate the contract for default or Government convenience.

3. Make contract adjustments under the Differing Site Conditions clause.
4. Grant extensions of contract time.
5. Approve assignment of claims.
6. Make final decisions under the Disputes clause.
7. Make final acceptance under the contract.
8. Make final decisions under the Suspension of Work clause.
9. Make equitable adjustments.
10. Authorize change in amount of Payment Retention.
11. Approve subcontractors.
12. Approve payments with deductions or final payment.
13. Approve use and possession prior to completion.
14. Enforce the warranty provisions.
15. Issue any direction that would result in a possible change to contract requirements.

F. The POC will be used if an official certified COR cannot be designated at the time of award. The POC will not be designated in writing and will assist the CO in the day-to-day on-site administration of the contract requirements and/or performance.

- The POC is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by a proper contractual document executed by the CO prior to completion of the contract.

- The CO should be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly. (This does not apply to individual assignments which were issued by the OCO provided they do not affect the delivery schedule or performance period stated in the contract.)

- On all matters that pertain to the contract terms the Contractor must communicate with the CO. Whenever, in the opinion of the Contractor, the POC requests effort outside the scope of the contract, the Contractor should so advise the CO. If the POC persists and there still exists a disagreement as to proper contractual coverage, the CO should be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

G.4 ADMINISTRATIVE CONTRACTING OFFICE

(a) Contact Information:

Brian McCabe
Contracting Officer
National Park Service
Telephone No. 202-339-7772
Email: brian_mccabe@ios.doi.gov

(b) The Contracting Officer (CO) is the only person authorized to approve changes or modify any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the CO. In the event the contractor effects any such change at the direction of any person other than the CO, the change will be considered made without authority and no adjustment will be made in the contract price to cover increase in costs incurred as a result thereof.

(c) Contractual problems, of any nature, which might occur during the life of the contract, must be handled in conformance with very specific public laws and regulations (e.g., Federal Acquisition Regulation), and must be referred to the CO for resolution. Only the CO is authorized to formally resolve such problems. Therefore, the contractor is hereby directed to bring all such contractual problems to the immediate attention of the CO.

Any request for contract changes/modifications shall be submitted to the CO.

(e) The contractor and the Government may agree to perform a no-cost field change. Field changes are made when the change appears to be mutually beneficial to all parties and would not require changing the negotiated line items. All field changes must be approved by the CO prior to execution.

(f) All correspondence concerning this contract, such as requests for information (RFI), explanation of terms, and contract interpretation, shall be submitted to the CO.

FINAL PAYMENT

Final payment will be made only after receipt of all payrolls to include subcontractors, SF 1413 Statement of Acknowledgement for each subcontractor, warranty of construction, release of claims and any other documents requested by the contracting office as applicable. Contractor must provide a signed copy of the 'Release of Claims' to the Contract Administrator upon submittal of final invoice.

OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) INSPECTIONS

The contractor shall be subject to inspections under the OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) program by inspectors of the Department of Labor.

INTERIM AND FINAL INSPECTIONS

1. Prior to covering, enclosing, or hiding any of type work, the Contractor must contact the Government representative to perform an interim inspection. Failure to contact the Government representative perform an interim inspection prior to concealment may result in the Contractor being required to uncover performed work sufficiently to allow for proper inspection.

2. When ready for final inspection, the Contractor shall notify the CO and COR, requesting a final inspection in writing to the CO. The final inspection shall normally be requested a minimum of three (3) calendar days before the desired date or as otherwise negotiated with the Contracting Officer.

3. The final inspection will be onsite with the Contractor, the Contracting Officer's Representative, and Contract Specialist/Contracting Officer (when possible).

INVOICING SUBMITTAL PROCEDURES

The contractor is required to submit to the CO/COR via email, a pencil copy of all pay applications prior to submission in Department of Treasury's Invoice Processing Platform (IPP www.ipp.gov) The pencil copy includes the items identified in G.6 below.

Once reviewed by the COR and considered correct, the COR shall provide the contractor a written recommendation that the contractor submit the application for payment in IPP. The reviewed and recommended documents that were part of the pencil copy may be uploaded to IPP with the application for payment.

Failure by the contractor to properly submit an application for payment in IPP releases the Government form any obligation to pay for services claimed; the pay application will be promptly rejected. Incomplete work or work that is

indicated as being below standard may result in nonpayment, performance, and/or reperformance to the satisfactory of the COR.

G.5 SYSTEM FOR AWARD MANAGEMENT (SAM)

The General Service Administration (GSA) Office of Governmentwide Policy is consolidating the governmentwide acquisition and award support systems into one new system – the System for Award Management (SAM). SAM is streamlining processes, eliminating the need to enter the same data multiple times, and consolidating hosting to make the process of doing business with the government more efficient.

The Entity Management functional area of SAM, formerly Central Contractor Registration (CCR), Online Representations and Certifications (ORCA), and Federal Agency Registration (FedReg), is the primary database for the U.S. Federal Government to manage information on potential government business partners or federal financial assistance recipients.

If you have previously registered your entity in CCR, ORCA, or FedReg all of your entity's information has been brought into SAM. You just need to set up a SAM account, migrate your roles and update/renew your entity record in SAM as needed. See the following website SAM.gov | Home. for more information and assistance on registering your entity in SAM. In order to be eligible for an award, potential contractors must comply with all requirements of FAR Clause 52.204-7, System for Award Management.

G.6 Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (February 2021)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

Contractor Invoice which must include:

- Contract Number
- Project Name
- Description of work performed
- Date(s) of work performance
- Payrolls
- Daily Diaries

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

G.7 NOTICE TO CONTRACTOR - CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) (December 2015)

1) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

2) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

3) We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.

4) When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/.

5) Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/.

a) Contractor Representatives may then provide comments in response to the evaluation or return the evaluation without comment.
b) Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.
c) All information provided should be reviewed for accuracy prior to submission.
d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.
e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as “Pending” with or without comments and whether or not it has been closed.
f) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

6) The following guidelines apply concerning your use of the past performance evaluation:

a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.
b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
c) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

7) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

8) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

G.8 BIOBASED REPORTING REQUIREMENTS

Prime contractors are required to report the category of product, type of product, and dollar value of all USDA designated biobased products that were purchased in the performance of federal contracts. Federal contractors are required to report annual biobased product purchases made under their service and construction contracts. Based on the Federal Acquisition Regulation (FAR) Clause 52.223-2 - Reporting of Biobased Products Under Service and Construction Contracts, reporting of biobased product purchases is completed through a portal in the System for Award Management (SAM) at SAM.gov | Home.

If a contract contains FAR Clause 52.223-2, the contractor must report all biobased purchases through SAM.

The Reporting Requirement(s):

- The reporting requirement became effective September 3, 2013;
- It applies to services and construction contractors where contracts have a FAR Clause 52.223-2 - Reporting of Biobased Products Under Service and Construction Contracts, requiring the reporting of biobased product purchases;
- Contractors must report their purchases of biobased products to a reporting portal within SAM;
- Contractors must report the category, product type and dollar value of any USDA designated biobased products purchased by the Contractor; and
- Reporting must be completed by October 31st for the previous entire fiscal year (October 1 - September 30).

To Meet the Requirement(s) Contractors must:

- Access SAM.gov | Home;
- Complete the required information within the portal and provide documentation to the Contracting Officer;
- If the applicable contract is not accessible in SAM, the contractor should contact their Contracting Officer.

Actions that may be taken to Meet Reporting Requirement(s) by Contracting Officer:

- Require a copy of the reporting data from the Contractor as required in FAR Clause 52.223-2;
- Remind the contractor, as necessary, of the requirement to report BioPreferred product types and dollar value, if any, into SAM at http://www.sam.gov. This includes any BioPreferred products used in performing contract-related services or in delivering contract-related products;
- Cure Notice may be issued by Contracting Officer as required by termination clauses.
- Upon failure to correct deficiency issued through Cure Notice contract may be terminated for Cause (FAR 52.212-4) of Terminated for Default under FAR Part 49.

G.9 NOTIFICATION OF SUBCONTRACTING

The contractor shall promptly notify the Contracting Officer upon entering into any subcontract arrangement. The subcontractor shall have the experience and be equipped for such work. The written notification shall be provided on Standard Form 1413 and must include as a minimum:

A. Prime Contract Number and Subcontract Number (if applicable)
B. The name and address of the Prime Contractor.
C. The name and address of the subcontractor.
D. The date upon which the subcontract was entered into and its duration.
E. A detailed description of the work being subcontracted.

F. Project Name and Location of Work.
G. Identify the names of any intermediate subcontractors (if applicable)
H. Must be signed by both Prime Contractor and Subcontractor

Subcontracting any portion of the contract shall not relieve the Prime Contractor of any responsibility under this contract. Any subcontract agreement shall contain all terms and conditions of the prime contract, including any included through contract modification, if applicable.

G.10 CONSTRUCTION CONTRACT ADMINISTRATION

Construction Contract Administration Federal Acquisition Regulation (FAR) 36.211(b) requires agencies provide description of policies and procedures that apply to definitization of equitable adjustments for change orders under construction contracts and data on the time required to definitize equitable adjustments for change orders under construction contracts. This information can be found at: https://www.doi.gov/pam/acquisition/policy/constructioncontract

SECTION H—SPECIAL CONTRACT REQUIREMENTS

SPECIAL CLAUSE 1 - RESTRICTIONS AGAINST DISCLOSURE

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of Clause)

SPECIAL CLAUSE 2 - INDEMNIFICATION

The contractor is an 'independent contractor' and shall obtain all necessary insurance to protect themselves from liability arising out of this contract. The contractor hereby agrees to indemnify and hold the Government harmless in connection with, any loss or liability from damage to or destruction of property or from injuries to or death of persons (including the agents and employees of both parties) if such damage, destruction, injury or death arises out of, or is caused by performance of work under this contract, unless such damage, destruction, injury or death is caused solely by the negligence of the Government, its agents or employees. The contractor agrees to include this clause, appropriately modified, in all subcontracts to be performed under this contract.

(End of Clause)

SPECIAL CLAUSE 3: STOP WORK

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 30 days (unless otherwise stated) after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 30 days (unless otherwise stated) after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or
(2) Terminate the work covered by the order as provided in RFO FAR 52.212-4.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

SPECIAL CLAUSE 4 - OPTIONAL ITEMS

The Government may require the delivery of the numbered line item(s), identified in the Bid Schedule as optional items, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the optional item(s) at the time of initial award or by unilateral written notification and Modification at any time after award. The addition of optional item(s) included at award shall not have any impact on the final overall schedule. Optional Items exercised after initial award should not have any impact on the final overall schedule, unless otherwise addressed in writing to the Contracting Officer within thirty (30) days after Modification. The written notification of scheduling impacts only applies to an optional item(s) that were NOT included in the initial award. The award of the optional item(s) is subject to the availability of funding. The optional item(s) may not be awarded at all, or in any combination that will include at least one, some of them, or all of them in no order.

DIAR 1452-201-70 - AUTHORITIES AND DELEGATIONS (SEPT 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum.

The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities,

and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph. (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d)of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

DIAR 1452.203-70 - Restrictions on Endorsements (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

DIAR 1452.204-70 RELEASE OF CLAIMS (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

DIAR 1452.228-70 LIABILITY INSURANCE (JUL 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

$200,000.00 each person*
$500,000.00 each occurrence*
$20,000.00 property damage*

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

(End of clause)

PART II--CONTRACT CLAUSES

SECTION I--CONTRACT CLAUSES

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):

FAR - Acquisition.GOV | www.acquisition.gov
RFO FAR - Revolutionary FAR Overhaul | Acquisition.GOV

Table 12-3 – Clauses to include as Prescribed

52.203-6	Restrictions on Subcontractor Sales to the Government.	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2025
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters *(will be removed if awarded value is less than $550k)*	OCT 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination – Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	OCT 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-3	Hazardous Material Identification and Material Safety Data	FEB 2021
	Alternate I	JUL 1995
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.223-20	Aerosols	MAY 2024
52.223-21	Foams	MAY 2024
52.225-9	Buy American – Construction Materials	OCT 2022
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.232-33	Payment by Electronic Funds Transfer - System for Award Management	OCT 2018
52.232-40	Providing Accelerated Payment to Small Business Subcontractors	MAR 2023

52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.245-1	Government Property	SEP 2021

RFO FAR - 52.204-13 - System for Award Management—Maintenance (DEVIATION MAR 2026)

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

Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

Unique Entity Identifier (UEI) means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) *Active registration*.

(1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at https://www.sam.gov during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

(2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) *Novation and change-of-name agreements*.

(1) If the Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to —

(i) Change the legal business name in SAM;

(ii) Comply with the requirements of FAR part 42; and

(iii) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with its written notification sufficient documentation to support the legally changed name.

(2) If the Contractor fails to comply with the requirements of paragraph (c)(1) of this clause, or fails to perform the agreement at paragraph (c)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(d) *Assignees*.

(1) The Contractor shall not change the legal business name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR part 32). Assignees shall be separately registered in SAM.

(2) Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(e) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(f) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.

(g) Communicating changes. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

RFO FAR – 52.204-14 - Service Contract Reporting Requirements (DEVIATION MAR 2026)

(a) *Definition.* As used in this clause—

First-tier subcontract means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

(b) *Requirement*. The Contractor shall report, according to paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) *Report elements*. The Contractor shall report the following information:
(1) Contract number and, as applicable, order number.
(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.
(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.
(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) *Remedies*. The Contractor shall submit the information required in paragraph (c) of this clause in the System for Award Management (SAM) at https://www.sam.gov (see SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under the Federal Acquisition Regulation part 42.

(e) *Review*. Agencies will review Contractor-reported information for reasonableness and consistency with available contract information. If the agency believes that revisions to the Contractor's reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or put its reason in writing for the agency.

(f) *First-tier subcontracts.*
(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.303(b), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier); and
(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall tell the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

RFO FAR - 52.212-4 - TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION MAR 2026)(TAILORED)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. Tailored to include FAR 52.246-12 – Inspection of Construction (AUG 1996) and FAR 52.246-13 – Inspection – Dismantling, Demolition, or Removal of Improvements in Section H by reference.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Tailored to include RFO FAR 52.243-4 – Changes, full text is incorporated below.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;
(2) Remedy the delay as quickly as possible; and
(3) Notify the Contracting Officer when the occurrence is over.

(g) *Invoice.* The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment—*

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. 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 the specified payment date if an electronic funds transfer payment is made.
(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

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

(5) *Interest*.
(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–
(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).
(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
(v) Amounts shall be due at the earliest of the following dates:
(A) The date fixed under this contract.
(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.
(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
(A) The date on which the designated office receives payment from the Contractor;
(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—
(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. – Tailored - In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (8) below, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(1) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.
(2) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of-
    (a) The Contractor's failure to conform to contract requirements; or
    (b) Any defect of equipment, material, workmanship, or design furnished.
(3) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
(4) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
(5) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
(6) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall-
    (a) Obtain all warranties that would be given in normal commercial practice;
    (b) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
    (c) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(7) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
(8) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.
(9) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
(1) The schedule of supplies/services;
(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
(3) Other contract clauses incorporated in the solicitation or contract;
(4) Addenda to this solicitation or contract;
(5) Solicitation provisions incorporated in the solicitation;
(6) Other paragraphs of this clause;
(7) Other documents, exhibits, and attachments; and
(8) The specification.

(s) *Unauthorized obligations*.
(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
(i) Any such clause is unenforceable against the Government.
(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of

this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

RFO FAR 52.219-6 - Notice of Total Small Business Set-Aside (DEVIATION JAN 2026)

(a) *Definition*. *Small business concern*, as used in this clause—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) *Affiliates*, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

(1) Contracts that have been set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.4 and 16.5.

(c) *General*.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

RFO FAR – 52.219-8 - Utilization of Small Business Concerns (DEVIATION JAN 2026)

(a) *Definitions*. As used in this contract—

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) and the System for Award Management (SAM).

Service-disabled veteran-owned small business (SDVOSB) concern means an SDVOSB concern that meets the requirements described in 13 CFR 128.300, is certified by SBA, and is designated by SBA as an SDVOSB concern in SBS and SAM.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation and qualified as a small business under the criteria and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contract or subcontract.

Small disadvantaged business (SDB) concern means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
   (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
   (ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business (VOSB) concern means a small business concern-

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business (WOSB) concern means a small business concern-

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women;
(2) Whose management and daily business operations are controlled by one or more women; and
(3) That is certified by SBA or an approved third- party certifier in accordance with 13 CFR 127.300 and is designated by SBA as a WOSB concern in SBS and SAM.

(b) It is the policy of the United States that small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns.

(c)

(1) A joint venture qualifies as a small business concern if—
   (i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or
   (ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program. (See 13 CFR 125.9(d).)
(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the Small Business Administration or the awarding agency of the as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e)

(1) Unless the Contractor has reason to question the representation, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.
(2) Unless the Contractor has reason to question the representation, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or SDB in the System for Award Management (SAM) if the subcontractor—

(i) Is registered in SAM; and
(ii) Represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require that the subcontractor register in SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.
(4) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.
(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern, VOSB, SDVOSB, or WOSB concern is certified by SBA by checking SAM or SBS at https://search.certifications.sba.gov/.

(End of clause)

FAR 52.219-14 – LIMITATIONS ON SUBCONTRACTING (OCT 2022) (DEVIATION OCT 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.
(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

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

(d) Independent contractors. An independent contractor shall be considered a subcontractor.
(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees to the following requirements in the performance of a contract assigned a North American Industry Classification System (NAICS) code applicable to this contract:
(1) Services (except construction). It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see

paragraph (e)(1)(i)), 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.

(i) The following services may be excluded from the 50 percent limitation:

(A) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code (562910), cloud computing services, or mass media purchases.
(B) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

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

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

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –
[Contracting Officer check as appropriate.]
_X_ By the end of the base term of the contract and then by the end of each subsequent option period; or
__ By the end of the performance period for each order issued under the contract.
(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

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

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.
(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

RFO FAR – 52.219-28 – POSTAWARD SMALL BUSINESS PROGRAM REPRESENTATION (DEVIATION JAN 2026)

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

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

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.
(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:
(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
(3) For long-term contracts-
(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

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

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—
(1) Was set aside for small business and has a value above the simplified acquisition threshold;
(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

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

(1) The Contractor represents that it □ is, □ is not a small business concern under *NAICS Code* _____ assigned to *contract number* _____.

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

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

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

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

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

(End of clause)

FAR 52.222-9 – APPRENTICES AND TRAINEES (JULY 2005)(DEVIATION FEB 2025)

(a) Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed-

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.
(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.
(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

~~(c) *Equal employment opportunity*. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.~~

(End of clause)

FAR 52.222-55 - MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 DEVIATION (OCT 2023)

(a) Definitions. As used in this clause—

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.).
Worker –

(1)
(i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and–
(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and
(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.
(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).
(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)
(i) A worker performs on a contract if the worker directly performs the specific services called for by the contract; and
(ii) A worker performs in connection with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(a) Executive Order Minimum wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $15.00 per hour beginning January 30, 2022.
(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on https://www.sam.gov (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.
(3)
(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.
(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.
(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.
(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce
a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.
(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage

higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition–
(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;
(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
(2) This clause does not apply to–
(i) Contracts or subcontracts to which the States of Texas, Louisiana, or Mississippi, including their agencies, are a party;
(ii) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;
(iii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract
Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-
(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a) ;
(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b) ; and
(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
(i) Name, address, and social security number;
(ii) The worker's occupation(s) or classification(s);
(iii) The rate or rates of wages paid;
(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and
(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

RFO FAR – 52.222-90 – ADDRESSING DEI DISCRIMATION BY FEDERAL CONTRACTORS (DEVIATION MAR 2026)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:
(1) The Contractor will not engage in any racially discriminatory DEI activities;
(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

FAR 52.223-2 – REPORTING OF BIOBASED PRODUCT UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024)(DEVIATION FEB 2025)

(a) *Definitions.* As used in this clause—
Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) ~~(7 CFR 3201.2)~~ **[7 CFR 4270.2])**.

USDA-designated product category means a generic grouping of products that are or can be made with biobased materials—

(1) That are listed by USDA in a procurement guideline ~~(7 CFR part 3201, subpart B)~~ **available at https://www.biopreferred.gov/resources/categories.html;** and
(2) For which USDA has provided purchasing recommendations (available at *https://www.biopreferred.gov* **[or 7 CFR part 4270**]).

(b) The Contractor shall report to *https://www.sam.gov,* with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and
(c) Submit this report no later than—

(1) October 31 of each year during contract performance; and
(2) At the end of contract performance.

(End of clause)

FAR 52.223-23 – SUSTAINABLE PRODUCTS AND SERVICES (MAY 2024)(DEVIATION FEB 2025)

(a) Definitions. As used in this clause—

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) ~~(7 CFR 3201.2)~~ **[7 CFR part 4270.2]**).
Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (42 U.S.C. 6903).

Sustainable products and services ~~means products and services that are subject to and meet the following applicable statutory mandates and directives for purchasing:~~

~~(1) *Statutory purchasing programs.*~~

~~(i)~~**[1]** Products containing recovered material designated by the U.S. Environmental Protection Agency (EPA) under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) ~~(https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).~~

~~(ii)~~**[2]** Energy- and water-efficient products that are ENERGY STAR® certified or Federal Energy Management Program (FEMP)-designated products (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products and https://www.energystar.gov/products?s=mega).

~~(iii)~~**[3]** Biobased products meeting the content requirement of the USDA under the BioPreferred® program (7 U.S.C. 8102) ~~(7 CFR part 3201)~~ **[7 CFR part 4270]** (https://www.biopreferred.gov).

~~(iv)~~**[4]** Acceptable chemicals, products, and manufacturing processes listed under EPA's Significant New Alternatives Policy (SNAP) program, which ensures a safe and smooth transition away from substances that contribute to the depletion of stratospheric ozone (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap).

~~(2) *Required EPA purchasing programs.*~~

~~(i) WaterSense® labeled (water efficient) products and services (https://www.epa.gov/watersense/watersense-products).~~

~~(ii) Safer Choice-certified products (products that contain safer chemical ingredients) (https://www.epa.gov/saferchoice/products).~~

~~(iii) Product and services that meet EPA Recommendations of Specifications, Standards, and Ecolabels in effect as of October 2023 (https://www.epa.gov/greenerproducts/recommendations-specifications-standards-and-ecolabels-federal-purchasing).~~

(b) *Requirements*.

(1) The sustainable products and services, including the purchasing program and type of product or service, that are applicable to this contract, and any products or services that are not subject to this clause, will be set forth in the statement of work or elsewhere in the contract.
(2) The Contractor shall ensure that the sustainable products and services required by this contract are—

(i) Delivered to the Government;
(ii) Furnished for use by the Government;
(iii) Incorporated into the construction of a public building or public work; and
(iv) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract (versus costs which are normally applied to the Contractor's general and administrative expenses or indirect costs). This includes services performed by contractors performing management and operation of

Government-owned facilities to the same extent that, at the time of award, an agency would be required to comply if an agency operated or supported the facility.

~~(3)~~

~~(i) Except as provided in paragraph (b)(3)(ii) of this clause, sustainable products and services must meet the applicable standards, specifications, or other program requirements at time of quote or offer submission; and~~

~~(ii) Sustainable products and services must meet the EPA Recommendations of Specifications, Standards, and Ecolabels in effect as of October 2023.~~

(c) *Resource.* The Green Procurement Compilation (GPC) available at https://sftool.gov/greenprocurement provides a comprehensive list of sustainable products and services and sustainable acquisition guidance. The Contractor should review the GPC when determining which **[statutory]** purchasing programs apply to a specific product or service.

(End of clause)

FAR 52.228-11 – Individual Surety – Pledge of Assets (FEB 2021)(DEVIATION MAY 2023)

(a)The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond—

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and
(2) Standard Form 28, Affidavit of Individual Surety **[, except that the words "being duly sworn, depose and say" on the Standard Form 28 are replaced with the word "affirm" and the Standard Form 28 is not required to be sworn and notarized in block 12].**

(b)The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—

(1) *Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 (40 U.S.C. 3131)*. Until completion of any warranty period, or for 1 year following final payment, whichever is later.
(2) *Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1))*. For the full contract performance period plus 1 year.
(3) *Other contracts not subject to the requirements of paragraph (b)(1) of this clause*. Until completion of any warranty period, or for 90 days following final payment, whichever is later.

(c)A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—

(1) *Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 which require performance and payment bonds (40 U.S.C. 3131)*. For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.
(2) *Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1))*. For the full contract performance period plus 1 year.
(3) Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.

(d)The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

(End of clause)

FAR 52.228-15 – Performance and Payment Bonds – Construction (JUN 2020)(DEVIATION MAY 2023)

(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)***[, except that a seal is not required]**. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.
(2) *Payment Bonds (Standard Form 25A)***[, except that a seal is not required]**. The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.
(3) Additional bond protection.
(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.
(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

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

(d) *Surety or other security for bonds*. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of the Treasury,
Financial Management,
Service Surety Bond Branch,
3700 East West Highway, Room 6 F01,
Hyattsville, MD 20782.

Or via the internet at http://www.fms.treas.gov/c570/.

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

(f) Per DOI Policy – DOI-AAAP-0165 – the following policy class deviations are authorized under this solicitation and award:

When obtaining financial protection against losses under contracts per FAR part 28:

- *28.101-3(c) allowing the use of electronic means is moved to an added section at 28.002 to apply the same flexibilities to all of part 28;*

• 28.106-1 adding an exception to stamping a corporate seal on bonds;
• 28.106-8 allowing a signed statement by the contractor that the payment is due and owed; • 28.203(b) not requiring the Standard Form 28 to be sworn and notarized;
• 28.203-5 allowing a written authorization of the release signed by the surety saying that it approves of such release;
• 52.228-11, Pledges of Assets (Aug 2018)(DEVIATION APR 2020), not requiring the Standard Form 28 to be sworn and notarized, in place of 52.228-11, Pledges of Assets (Aug 2018);
• 52.228-15, Performance and Payment Bonds—Construction (OCT 2010)(DEVIATION APR 2020), not requiring the seal when executing the standard forms required by the clause; and
• 52.228-16, Performance and Payment Bonds—Other than Construction (NOV 2006)(DEVIATION APR 2020), not requiring the seal when executing the standard forms required by the clause.

(End of clause)

RFO FAR - 52.229-12 - Tax on Certain Foreign Procurements (DEVIATION SEP 2025)

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

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

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. 7701(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) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)
(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury IRS Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.
(2) If the Contractor—
  (i) Is a foreign person; and
  (ii) Has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding; and
  (iii) Certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax; then the Contractor shall–
    (A) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and
    (B) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). 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.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—
(1) Included in the contract price; nor
(2) Reimbursed.

(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 clause)

RFO FAR - 52.236-2 Differing Site Conditions (DEVIATION JAN 2026)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of—
(1)Latent physical conditions or subsurface conditions at the site which differ materially from those indicated in this contract; or
(2)Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b)
(1)The Contracting Officer will investigate the site conditions promptly after receiving such a notice.
(2)If the conditions materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract an equitable adjustment must be made under this clause.

(c) No request for an equitable adjustment to the contract under this clause will be allowed, unless the Contractor has given the written notice required.

(End of clause)

RFO FAR - 52.236-3 Site Investigation and Conditions Affecting the Work (DEVIATION JAN 2026)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including—

1. Conditions bearing upon transportation, disposal, handling, and storage of materials;

2. The availability of labor, water, electric power, and roads;
3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
4. The conformation and conditions of the ground; and
5. The character of equipment and facilities needed preliminary to and during work performance.

(b) The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(c) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

RFO FAR - 52.236-5 Material and Workmanship (DEVIATION JAN 2026)

(a)

(1) Equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract.

(2) References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

(3) The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery, mechanical, and other equipment to be incorporated into the work.

(1) When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment.

(2) When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work.

i. When requesting approval, the Contractor shall provide appropriate and required information concerning the material or articles.

ii. When directed to do so, the Contractor shall submit samples for approval at the Contractor’s expense, with shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval are installed or used at the risk of subsequent rejection.

(c) Work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

RFO FAR - 52.236-6 Superintendence by the Contractor (DEVIATION JAN 2026)

During performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

RFO FAR - 52.236-7 Permits and Responsibilities (DEVIATION JAN 2026)

(a) The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work.
(b) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence.
(c) The Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

RFO FAR - 52.236-8 Other Contracts (DEVIATION JAN 2026)

(a) The Government may award other contracts for work at or near the site of the work under this contract. The Contractor shall cooperate and coordinate with—
(1) Other contractors; and
(2) Government employees.
(b) The Contractor shall adapt scheduling and performance of the work under this contract to accommodate the performance of other contractors. The Contractor’s scheduling and performance shall not delay or interfere with the performance of work by other contractors or Government employees.

(End of clause)

RFO FAR - 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (DEVIATION JAN 2026)

(a) The Contractor shall preserve and protect structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed, and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so. If any limbs or branches of trees are broken during contract performance, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
(b) The Contractor shall protect from damage and, in the event of damage resulting from non-compliance with this contract or failure to exercise reasonable care in performing the work, shall promptly repair existing improvements and utilities at or near the work site, on adjacent property of a third party, and on or near transportation paths and routes. The Contractor shall repair any damage, including those that are the property of a third party.
(c) If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

RFO FAR - 52.236-10 Operations and Storage Areas (DEVIATION JAN 2026)

(a) The Contractor shall confine all activities and operations on site to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
(b) (1) Temporary buildings (e.g., storage sheds, shops, offices) and utilities—
   i. May be erected by the Contractor only with the approval of the Contracting Officer; and
   ii. Shall only be built with labor and materials furnished by the Contractor without additional expense to the Government.
   (2) The temporary buildings and utilities are the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.
   (3) The temporary buildings and utilities may be abandoned and need not be removed, with written consent of the Contracting Officer.

(c) The Contractor shall, as prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation.

(End of clause)

RFO FAR - 52.236-11 Use and Possession Prior to Completion (DEVIATION JAN 2026)

(a) The Government has the right to take possession of or use any completed or partially completed part of the work.

   (1) Before taking possession of or using any work, the Contracting Officer will furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use.
   (2) Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract.
   (3) The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) (1) While the Government has such possession or use, the Contractor is relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities".
   (2) If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

RFO FAR - 52.236-12 Cleaning Up (DEVIATION JAN 2026)

(a) The Contractor shall keep the work area, including storage areas, in a clean, neat, orderly condition, and free from accumulations of waste materials.
(b) Before completing the work, the Contractor shall remove from the site any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government.

(End of clause)

FAR RFO - 52.236-13 Accident Prevention (DEVIATION JAN 2026)

(a) The Contractor shall provide and maintain work environments and procedures which will—

(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
(2) Avoid interruptions of Government operations and delays in project completion dates; and
(3) Control costs in the performance of this contract.

(b) In addition, for contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall——
(1) Provide appropriate safety barricades, signs, and signal lights;
(2) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910 ; and
(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
(d) (1) If the Contracting Officer becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer will notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action.
(2) This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required.
(3) After receiving the notice, the Contractor shall immediately take corrective action.
(4) If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

(e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop-work order issued under this clause.

(End of clause)

RFO FAR - 52.236-14 Availability and Use of Utility Services (DEVIATION JAN 2026)

(a) The Government will make all reasonably required utilities available to the Contractor from existing outlets and supplies, as specified in the contract.
(b) Unless otherwise provided in the contract, the Contractor shall pay for all utility costs.
(c) The Contractor, at its expense and in a workmanlike manner, shall install and maintain all necessary temporary connections, distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges.
(d) Before final acceptance by the Government, the Contractor shall remove the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

RFO FAR - 52.236-17 Layout of Work. (DEVIATION JAN 2026)

(a) The Contractor shall lay out its work from Government-established base lines and benchmarks provided on the drawings.
(b) The Contractor shall be responsible for all measurements in connection with the layout.
(c) The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required for the layout.
(d) The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer.

(e) (1) The Contractor shall be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them.
(2) If such marks are destroyed by the Contractor, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

RFO FAR - 52.236-21 Specifications and Drawings for Construction (DEVIATION JAN 2026)

(a) The Contractor shall keep at the site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto.
(b) Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

(1) In case of difference between drawings and specifications, the specifications shall govern.
(2) In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing.
(3) Any adjustment by the Contractor without such a determination shall be at its own risk and expense.

(c) The Contracting Officer will furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
(d) (1) Words, such as, “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import when used, in the specifications or on the drawings are intended to mean the “direction”, “requirement”, “order”, “designation”, or “prescription”, of the Contracting Officer.
(2) Words, such as, “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by”, or ‘acceptable to”, or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.

(e) Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place”, that is “furnished and installed”.
(f) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
(g) (1) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review.
(2) Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission.

(h) The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor.

(1) Any work done before such approval shall be at the Contractor's risk.
(2) Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with paragraph (i) of this clause.

(i) (1) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission.

(2) If the Contracting Officer approves any such variation, the Contracting Officer will issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(j) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

RFO FAR – 52.240-91 - Security Prohibitions and Exclusions (DEVIATION MAR 2026)

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.
Covered article, as defined in 41 U.S.C. 4713(k), means:
(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
  (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  (ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):
(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—
(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
  (i) Of that equipment; or
  (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—
(1) Is developed or provided by a Kaspersky Lab-covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—
(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a

determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:
   (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
   (ii) For all other solicitations and contracts, DHS FASCSA orders apply.
(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.
(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.
(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.
(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:
   (i) Contract number and order number, if applicable;
   (ii) The specific prohibition the product or service is not complying with;
   (iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
   (iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
   (v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
   (vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
   (vii) Whether alternative products or services are available that would comply with the prohibition;
   (viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
      (A) Brand;
      (B) Model number, OEM number, manufacturer part number, or wholesaler number; and
      (C) Item description, as applicable.
   (ix) Any readily available information about mitigation actions implemented or recommended.
(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
   (i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:
(i) Contract number and order number, if applicable;
(ii) Name of the covered article or source subject to a FASCSA order;
(iii) The specific FASCSA order the product or service does not comply with;
(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

RFO FAR - 52.243-4 – CHANGES (DEVIATION OCT 2025)

(a)

(1) At any time, the Contracting Officer may issue a written order, identified as a change order, to make changes in the work within the scope of the contract, including changes—
(i) In the specifications (including drawings and designs);
(ii) In the method or manner of performance of the work;
(iii) In the Government-furnished property or services; or
(iv) Directing acceleration in the performance of the work.

(2) If there are any sureties, the Contracting Officer does not need to notify them of a written order.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating—
(1) The date, circumstances, and source of the order; and
(2) That the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e)

(1) The Contractor must assert its right to an adjustment under this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of proposal within 30 days, unless this period is extended by the Government, after—
   (i) Receipt of a written change order under paragraph (a) of this clause; or
   (ii) The furnishing of a written notice under paragraph (b) of this clause.
(2) The statement of proposal for adjustment may be included in the notice under paragraph (b) of this clause.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

FAR 52.244-6 – SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025)(DEVIATION FEB 2025)

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

Commercial product, commercial service and *commercially available off-the-shelf item* have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:
   (i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
   (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
   (iii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).
   (iv) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).
   (v) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) , other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(vi) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(vii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(viii) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(ix) (A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).
(B) Alternate I (DEC 2023) of 52.204-30.

(x) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(xi) [Reserved]~~52.222-21, Prohibition of Segregated Facilities (APR 2015).~~

(xii) [Reserved[~~52.222-26, Equal Opportunity (SEPT 2016) (E.O.11246).~~

(xiii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C.4212(a));

(xiv) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020)(29 U.S.C.793).

(xv) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C.4212).

(xvi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(xvii) (A) 52.222-50, Combating Trafficking in Persons (OCT 2025) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (MAR 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O. 13627).

(xviii) 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (JAN 2022), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.

(xx) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).
(B) Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) , if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

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/content/regulations. For clauses incorporated by reference with "DEVIATION" use the FAR Overhaul section of the website.

(End of clause)

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

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.
The use in this solicitation or contract of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

PART III—LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J—LIST OF ATTACHMENTS

1.	Attachment 1 – INDE 308228 Specifications	392 Pages
2.	Attachment 2 – INDE 308228 Second Bank Block CD Drawing Set 022625	41 Pages
3.	Attachment 3 – Appendix A – Condition Survey Drawings	5 Pages
4.	Attachment 4 – Appendix B – Robert Morris Statue Nondestructive Testing Report – 7-5-2023	7 Pages
5.	Attachment 5 – Appendix C – Robert Morris Statue Assessment & Cleaning Test Report - 8-11-2023	24 Pages
6.	Attachment 6 – Con WD – Building – PA20260003 – 01022026	12 Pages
7.	Attachment 7 – Limitation on Subcontracting Compliance Worksheet	1 Page
8.	Attachment 8 – Proposal Submission Package – 140P4226R00012	5 Pages

PART IV—REPRESENTATIONS AND INSTRUCTIONS
SECTION K—REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

FAR 52.252-1 – Solicitation Provision Incorporated by Reference (FEB 1998)

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

FAR - Acquisition.GOV | www.acquisition.gov
RFO FAR - Revolutionary FAR Overhaul | Acquisition.GOV

RFO FAR - Table 12-2 Provisions to include as prescribed

52.203-11	Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions	SEP 2024
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
52.209-12	Certification Regarding Tax Matters	OCT 2025
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications	JUN 2020

RFO FAR - 52.204-7 - SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION MAR 2026)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

(a)
Definitions. As used in this provision—

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.

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 52.204-13, System for Award Management—Maintenance, of this solicitation.

(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:
(1) *Unique entity identifier (UEI)*.
(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.
(ii) 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.
(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.
(2) *Taxpayer identification number (TIN)*.
(i) The Offeror shall provide its TIN or related information 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 implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and
(3) *Commercial and Government Entity (CAGE) code*.
(i) The Offeror shall provide a CAGE code and legal business name (Do not use a "doing business as" name) for—
(A) Itself;
(B) Its immediate owner(s), if any;
(C) Its highest-level owner, if any; and
(D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.
(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.
(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).
(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is….	Then….
Located in a country that is a member of North Atlantic Organization (NATO) or sponsored nation	Contact the appropriate National Codification Bureau AC/135 Contacts
Located in a country that is not a member of NATO or sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) NATO Allied Committee 135 (AC/135) - The Group of National Directors on Codification

(c) *Representations and certifications*.

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	Title	Date
52.204-5	Women-Owned Business (other Than Small Business	Oct 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	Nov 2015
52.209-5	Certification Regarding Responsibility Matters	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
52.219-1	Small Business Program Representations	Feb 2024
52.219-1 Alt I	Small Business Program Representations, with its Alternate I	Feb 2024
52.219-1 Alt II	Small Business Program Representations, with its Alternate II	Mar 2023
52.226-2	Historically Black College or University and Minority Institution Representation	Oct 2014

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) *Other information*. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

FAR 52.209-7 – Information Regarding Responsibility Matters (OCT 2018)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.
(iii) In an administrative proceeding, a finding of fault and liability that results in–
(A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of provision)

FAR 52.209-13 - Violation of Arms Control Treaties or Agreements-Certification (NOV 2021)

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

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

_____ (1) The Offeror certifies that—

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

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

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

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

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

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

(i) An inability to certify compliance.
(ii) An inability to conclude compliance.
(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

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

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or
(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has—

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

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

(End of provision)

FAR 52.223-1 – Biobased Product Certification (MAY 2024)(DEVIATION FEB 2025)

As required by the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8101(4)) and the Energy Policy Act of 2005 (7 U.S.C. 8102(a)(2)(F)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture ~~in 7 CFR part 3201, subpart B)~~ **[at**

https://www.biopreferred.gov/resources/categories.html]) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

RFO FAR - 52.229-11 - TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (DEVIATION SEP 2025)

(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)

RFO FAR 52.240-90 – Security Prohibitions and Exclusions Representations and Certifications (DEVIATION MAR 2026)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

Sensitive technology—
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  (i) To restrict the free flow of unbiased information in Iran; or
  (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.
(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
(2) *FASCSA Orders*.
(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—
(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.
(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or

affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—
  (i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
  (ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
  (iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure*.
  (1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:
    (i) Contract number and order number, if applicable;
    (ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
    (iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
    (iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
    (v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
    (vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
    (vii) Whether alternative products or services are available that would be compliant with the prohibition;
    (viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
      (A) Brand;
      (B) Model number, OEM number, manufacturer part number, or wholesaler number; and
      (C) Item description, as applicable.
    (ix) Any readily available information about mitigation actions undertaken or recommended.
  (2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
    (i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.
    (ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
  (3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

FAR 52.252-5 Authorized Deviations in Provisions (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
(b) The use in this solicitation of any _____ *[insert regulation name]*(48 CFR Chapter_____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

SECTION L—INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

FAR 52.252-1 – Solicitation Provision Incorporated by Reference (FEB 1998)

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

FAR - Acquisition.GOV | www.acquisition.gov
RFO FAR - Revolutionary FAR Overhaul | Acquisition.GOV

PROVISIONS – FULL TEXT

DOI Acquisition Regulations (DIAR)

1452.215-71 - Use and Disclosure of Proposal Information- Department of the Interior (APR 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.
(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

> "The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend: "This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of provision)

RFO FAR – 52.212-1 - Instructions to Offerors—Commercial Products and Commercial Services (DEVIATION MAR 2026)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—
  (1) The solicitation number;
  (2) The name, address, telephone number of the Offeror;
  (3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
  (4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
  (5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
  (6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.
  (1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
  (2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
  (3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the

solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award.
(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

FAR 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010) Alternate IV (OCT 2010)

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

(b) Provide information described below: Cost or Pricing Information Requirements – In accordance with FAR 15.402, 15.403-1(b) and 15.403-3(a), "information other than certified cost or pricing data" may be required to support price reasonableness. If after receipt of proposals/quotes, the CO determines that there is insufficient information available to determine the reasonableness of the proposed pricing the offeror/quoter may be required to submit additional information other than certified cost or pricing data.

(End of provision)

FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates a single award of **firm-fixed price** contract resulting from this solicitation.

(End of Provision)

FAR 52.222-5 - Construction Wage Rate Requirements – Secondary Site of the Work (MAY 2014)

(a)

(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)
(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.
(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

FAR 52.225-10 - Notice of Buy American Requirement - Construction Materials. (MAY 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers*. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers*. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
(ii) May be accepted if revised during negotiations. 52.225-12 Notice of Buy American Requirement - Construction Materials under Trade Agreements. (MAY 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are

defined in the clause of this solicitation entitled "Buy American-Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers*. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
(ii) May be accepted if revised during negotiations.

(End of Provision)

FAR 52.228-1 Bid Guarantee (SEP 1996)

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

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

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and
(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be twenty (20) percent of the bid price or $1M, whichever is less.

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

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

(End of provision)

FAR 52.233-2 – Service of Protest Department of Interior (SEP 2006) (Deviation)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer as received through electronic commerce (email) as identified in the solicitation and award.
(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240.

(End of provision)

Site Visit (Construction)

(a) The clauses at RFO FAR 52.236-2, Differing Site Conditions, and RFO FAR 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 are urged and expected to inspect the site where the work will be performed if they cannot attend the site visit scheduled below.

(d) An organized site visit has been scheduled for: **<u>Wednesday, April 29, 2026</u>, at 10 AM Eastern.**

(e) Participants will meet at:

Robert Morris Statue, which is located within the pavilion just south of Second Bank.
419 Walnut Street
Philadelphia, PA 19106

(End of Provision)

Preparation of Proposals

(a) Proposals must be
(1) submitted on the forms furnished by the Government or on copies of those forms, and
(2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including --
(1) Lump sum price;
(2) Alternate prices;
(3) Units of construction; or
(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

Special Notice - "System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM."

L.1 ADDENDUM TO FAR 52.212-1

L.1.1 OFFER SUBMISSION INSTRUCTIONS

A. GENERAL

All offerors are required to submit, at a minimum, an offer that conforms to all the solicitation requirements. By submission of its offer in accordance with the instructions provided in this section, the offeror unconditionally assents to the terms and conditions in this solicitation document and in any attachments hereto.

Each offeror shall submit an offer that fully addresses the evaluation factors contained in Section M of this solicitation and complies with the format, content, and submission instructions contained in this section. **Offerors SHALL carefully review this section and its relationship to Section M prior to commencing proposal preparation**!

B. DISCREPANCIES

If an offeror believes the requirements in this solicitation contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the Contracting Officer (CO) in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions.

C. ELECTRONIC SUBMISSION OF PROPOSALS

(a) *Definition*. "Electronic proposal/quote," as used in this solicitation, means a proposal, modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via electronic means

that communicates and reproduces both printed and handwritten material. The most common and preferred method is direct email.

(b) The government requires the use of electronic proposal/quotes in response to this solicitation. Proposals/Quotes must be submitted electronically via email to brian_mccabe@ios.doi.gov

(c) Electronic proposals/quotes that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation may be excluded from consideration.

(d) Electronic proposals must contain the required signatures.

(e) The Government reserves the right to make award solely on the electronic proposal. However, if requested to do so by the Contracting Officer, the apparent successful offeror agrees to promptly submit the complete original signed proposal.

(f) Refer to Instruction to Offerors – Section (c) for electronic submission requirements. The Government will not be and is not responsible for any failure(s) attributable to the transmission or receipt of the electronic proposal including, but not limited to, the following:

(1) Receipt of garbled or incomplete proposal/quote.
(2) Availability or condition of the receiving IT equipment.
(3) Incompatibility between the sending and receiving equipment.
(4) Delay in transmission or receipt of proposal/quote.
(5) Failure of the offeror/quoter to properly identify the proposal/quote.
(6) Illegibility of proposal/quote.
(7) Security of proposal/quote data.

(g) Any mailed (postal service), shipped (UPS/FEDEX, etc.), faxed or hand delivered proposals shall not be accepted or considered for award.
(h) The email subject line must reference the solicitation number in all communications. All quotes/offers must be received by the date and time indicated on the cover page, anything received after this date and time will not be considered. Due to attachment file size limitations, multiple emails will be considered, and all must be received before for the closing date and time.
(i) The DOI – Nation Park Service is not responsible for any transmission failures, resulting in failed or late quotes (Refer to RFO FAR 52.212-1 (c)). Contractors are cautioned not to wait time last minute to submit and should carefully review RFO FAR 52.212-1 (c).

L.1.2 OFFER DUE DATE AND TIME

Offerors shall submit their proposals no later than 16:00 PM Mountain Standard Time on Tuesday, May 26, 2026: Electronic proposal must be submitted via email to Brian McCabe at: brian_mccabe@ios.doi.gov

No Hardcopy, facsimile or in person proposals/quotes shall be accepted.

The last date for contractor to submit any technical questions is Friday, May 8, 2026, at close of business. Questions received after this date will not be addressed through any Amendment. ALL technical questions must be submitted in writing only to the Contracting Officer at: brian_mccabe@ios.doi.gov

The offeror/quoter is advised to ***carefully read***, understand the quote format, and quote content sections of the RFP. The offer shall clearly demonstrate the offeror's understanding of the overall and specific requirements of the solicitation.
.
The offer should submit **two (2) separate** files:
File I – Factor 1 - Technical Approach and Factor 2 – Contractor Responsibility

File II – Price Proposal.

Required contents of each file are detailed below in Section L.2. As there are sometimes limitations on file sizes that can be submitted electronically via email depending on provider, multiple files and emails will be accepted so long as each file is clearly identified, and they are ALL received by the closing date and time.

Electronic copies submission (no hard copy): Emails may include both volumes in one email, and/or multiple emails with each volume clearly marked as an attachment, so long as both volumes are received prior to closing date and time (refer to FAR 52.212-1 for specific electronic requirements). ***If proposals are received after the closing date and time they shall not be accepted.***

If contractors fail to submit any of the required documentation stated in L.2 they will not be considered technically acceptable, and may not be considered further for award, regardless of price.

However, the Government may request any missing documentation or incomplete documentation after receipt of proposals as necessary if more than one (1) of the contractors fail to submit one or more of the required documents. When contractors are required to submit missing documentation, they shall submit it within the timeframe specified in the request. If the contractor fails to submit within the timeframe specified, they will not be considered technically acceptable regardless of price. All requests will be provided via email, and the Government is not responsible for missed, unread or emails that end up in junk/spam folders.

L.1.3 OFFER PREPARTION INSTRUCTIONS

The offer shall clearly demonstrate the offeror's understanding of the overall and specific requirements of the Scope of Work (SOW) and convey the offeror's capabilities for transforming their understanding into accomplishments for performing the Solicitation.

Information requested herein must be furnished fully and completely in compliance with instructions. The information requested and the manner of submittal is essential to permit prompt evaluation of all quotes/offers on a fair and uniform basis. Simple statements of compliance (i.e., "understood"; "will comply") without the detailed description of how compliance will be met may not be considered enough evidence that the proposed services can technically meet the requirements of this RFP. Accordingly, any offer in which material information requested is not furnished, or where indirect or incomplete answers or information are provided may be considered not acceptable or determined to be outside the competitive range.

Changes to the offer by the offeror shall be accomplished by amended page(s). Any changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside margin of the page. The offeror shall include the date of the amendment on the lower right-hand edge of the page. Proposal amendments will be allowed only prior to the due date for proposals. Offer revisions shall be permitted only at the Contracting Officer's request.

L.1.4 PROPOSAL PREPARATION COSTS

The Government will not pay any costs incurred by any offeror in the preparation and submission of a offer in response to this RFP. The Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds in connection with this procurement.

L.1.5 QUOTE/OFFER CONTENT

Offerors are cautioned to review the RFP and ensure that the quote/offer submitted fully complies with any and all requirements of the RFP. Each offer shall clearly demonstrate the offeror's comprehension of the overall and specific technical requirements of the SOW. The offeror must provide all the requested documentation stated L.2. Failure of the offeror to address any and all requirements of the RFP in their quote/offer may result in the proposal not being considered technically acceptable, regardless of price.

Each offeror must submit a proposal, which consists of two (2) separate electronic files in Adobe Acrobat format and MS Excel that can be opened on a MS Windows PC. The pricing file must be in a MS Excel Workbook.

File 1 – Factor 1 - Technical Capability and Factor 2 – Contractor Compliance.
File 2 – Factor 3 – Price Proposal.

Offerors are reminded that File 1 shall NOT contain any pricing data. The Contracting Officer will review File 1 and delete any pricing data included prior to the proposal evaluation. If more that one file is required due file size limitations with electronic submission, that is acceptable, so long as the specific files are identified clearly and received by the closing date and time.

L.2 REQUIRED SUBMISSION DOCUMENTS:

VOLUME 1

FACTOR 1 – Technical Capability

Sub-Factor A - Technical Approach Document

The offeror must provide a 5-7-page capability document that demonstrates the contractors technical background and capability in performing ALL of the work as stated in the Section C and related attachments included with the solicitation that demonstrates the offeror's overall understanding and ability to anticipate and address significant project constraints, risks, and challenges. It must also identify efficient site-specific approaches that demonstrate the appropriate activities and the most appropriate materials and equipment to be used on the project.

Include a discussion of the offeror's approach to the following:

- Mobilization/Demobilization Process.
- Identification of a State licensed, commercial pesticide applicator.
- Identification of a Qualified Landscape Nursery/Suppliers, which shall have at a minimum:
    - Professional membership in good standing with the American Nurseryman Association.
    - At least 15 years' experience in production of certified nursery stock.
    - Must provide the general information on nursery location(s), facilities, principals and staff.
- Discuss experience with historic bronze statues, concrete, brick and masonry restoration and cleaning.

Note – any certificates, licenses, professional membership documents and/or resumes documents that may be provided, are not considered part of the 5–7-page capability document. If provided they should be provided at the end of the 5–7-page technical capability discussion document.

Sub-Factor B - Proposed Team to Perform the Work - Identify key personnel as indicated in Section H – Special Clause 1 – Key Personnel and qualifications for the specific scope of work that will be used. Must identify which work is self-performed and which work is to be subcontracted if applicable. Note - this information can be included in the document for sub-factor A, so long as it is clearly identified).

Also must include the following:

- Identification of Qualified Landscape Installer whose work has resulted in successful turf establishment, with a minimum of ten (10) years' experience in turf installation and a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association. They must have certification in at least one of the following categories:
    - Certified Landscape Technician - Exterior, with installation & maintenance irrigation specialty area(s), designated CLT-Exterior, or;

  - Certified Turfgrass Professional, designated CTP, or;
  - Certified Ornamental Landscape Professional, designated COLP.
- Identification of Statue Restoration Specialist as detailed in C.26 that is at least a Fellow or Professional Associate (PA) of the American Institute for Conversation (AIC), in good standing.

Note information in Sub-Factor B, can be included in 5-7 page capability document, BUT shall be clearly identified in the documents. Any certificates, licenses, professional membership documents and/or resumes documents that may be provided, are not considered part of the 5–7-page capability document. If provided they should be provided at the end of the 5–7-page technical capability discussion document.

Sub-Factor C – Draft Project Schedule - Provide a draft schedule (Gantt Chart) showing proposed period of performance, duration of tasks/time allotment, and proper sequencing that aligns with Period of Performance stated in Section C.4. Account for potential impacts from location, weather, and time of year restrictions related to wildlife species. Include a critical path for activities (can be separate document as does not count toward page limit).

Sub-Factor D – Relevant Project Experience and Past Performance - The Government will review responses to the Relevant Experience Questionnaire (see Attachment 8) or equivalent document for this evaluation sub-factor. The Contractor is required to provide relevant information regarding three (3) prior projects that are similar to ALL the work described in this solicitation so the Government can verify contractor's relevant experience for similar work. The work does not need to be Federal but needs to be similar for it to be considered relevant and technically acceptable. If the information provided is not considered relevant, the Project Relevant Experience rating with be considered not technically acceptable.

The work does not need to be Federal but needs to be similar for it to be considered relevant and technically acceptable.

Past Performance will be evaluated using the Contractor Performance Assessment Reporting System (CPARS), and anything with "Satisfactory" and above will be considered Technically Acceptable.

Sub-Factor E – Biobased Certification - The offerors shall identify the Biobased products to be purchased and used under this contract as detailed in Section C.29 using the Biobased Certification (Attachment 8) or equivalent documentation. For each Biobased product the offeror shall specify the percentage of Biobased content, and for the USDA-designated Biobased content products, the offeror shall demonstrate that the products to be used under this contract will contain the percentage specified in the USDA recommendations or the highest level of Biobased material practicable, consistent with USDA's recommended percentages of Biobased content.

FACTOR 2 – Contractor Compliance (non-price) This can be separate document, and does not count towards page limit above in Factor 1.

Sub-Factor A – Active SAM Registration

- Did offeror provide current UEI#
- Is the offeror registered under NAICS Code 238990 as a Small Business.

Note - this information can be included in Attachment 8 – Proposal Submission, the document for Factor 1 - Sub-factor A, so long as it is clearly identified, or on SF1442 as appropriate.

Sub-Factor B – Completed Provisions – Provide the following completed Provisions included in Solicitation as identified below:

- 52.209-7 – Information Regarding Responsibility Matters (OCT 2018)
- 52.209-13 - Violation of Arms Control Treaties or Agreements-Certification (NOV 2021)
- 52.229-11 - Tax on Certain Foreign Procurements – Notice and Representation (JUN 2020)

Note the provisions identified above may or may not be in your SAM Representations and Certifications so do not submit your SAM Representations and Certifications submit the completed provisions included in the solicitation separately.

Sub-Factor C- Bid Bond – Provide a Bid Bond as required by FAR 52.228-1 – Bid Guarantee on SF-24 (cashiers checks, postal money orders, certified checks, etc. will not be accepted as CO does not have a secure location to store them. The amount of the bid guarantee shall be twenty (20) percent of the bid price or $1M, whichever is less.

Sub-Factor D – Limitations on Subcontracting Compliance Worksheet – Offeror must provide a completed Limitations on Subcontracting Compliance Worksheet (Attachment 7).

VOLUME 2

FACTOR 3 – PRICE

1. Standard Form 1442, Solicitation, Offer, and Award, (Construction, Alteration, or Repair): Complete blocks 14 through 20C only. An official having the authority to contractually bind the offeror's company must sign the SF 1442 in accordance with the procedures prescribed in FAR section 4.102.

2. Acknowledgement of Amendments (if appliable): In accordance with Section L, Instructions to Offerors-Competitive Acquisition, acknowledge all solicitation amendments using one of the methods set forth in Block 11 of Standard Form 30, the amendment.

3. Section B, Contract Price Schedule: Enter the proposed dollar amount for each line item in the price schedule.

SECTION M—EVALUATION FACTORS FOR AWARD
AWARD DETERMINATION

RFO FAR - 52.212-2 - EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION MAR 2026)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

1. **BASIS FOR AWARD:**
   The solicitation and resulting award will be conducted under RFO FAR Part 12 – Acquisition of Commercial Products and Commercial Services, and will be evaluated as prescribed in RFO 12.203

   Evaluation of quotes/offers will be conducted in accordance with RFO FAR 12.203 and, the Lowest Price Technically Acceptable process as defined in FAR 15.101-2 shall be used in the requirement as authorized by RFO FAR 12.203 (c)(3).

   Offerors are advised that in the evaluation process, primary consideration will be given to the technical acceptability of the proposals. Any required documentation that is not provided, will be considered not technically acceptable; however, see Section E.2.6 for additional information.

2. **EVALUATION FACTORS AND SUBFACTORS:**
   The technical evaluation of proposals will be conducted in strict confidence. The number and identities of offerors will not be revealed to anyone not involved in the evaluation and award process or to other offerors. Proposals will be evaluated based only on the factors described herein. No ranking of proposals will be included in source selection hence information about where once contractor's price placed among all other offers shall not be disclosed.

   Proposals will be evaluated against the factors and sub-factors set forth in this section. Technical documentation will receive a preliminary review to determine whether they are acceptable or not acceptable based on what is prescribed herein, which will allow the Government to perform a meaningful evaluation Technical Approach and Contractor Responsibility. If the results of this preliminary review indicate an offeror(s) fails to submit any of the required documentation and/or incomplete documentation as stated in L.2, they may not be considered technically acceptable, and may not be considered further for award, regardless of price.

   If more than one (1) offeror fails to submit the required documentation and/or provides required documentation that appears to be incomplete (i.e., missing signatures, acknowledge of provisions, etc.) the Government may at its discretion request any missing documentation or incomplete documentation after receipt of proposals as necessary from any offeror that submitted as response to the solicitation.

   When contractors are required to submit missing documentation and/or incomplete documentation, they shall submit it within the timeframe specified in the Government request. If the contractor fails to submit within the timeframe specified, they will not be considered technically acceptable at that point. All requests will be provided via email, and the Government is not responsible for missed, unread or emails that end up in junk/spam folders.

   Any offeror's proposal eliminated at this stage from further evaluation or consideration for an award will be notified with the reasons why its proposal was eliminated from further evaluation or consideration for award in accordance with FAR 15.503. Price portions of proposals will be evaluated independently of technical portions of proposals.

After completion of the technical and price evaluations, a recommendation will be made for award based on the evaluations. The Government will consider all proposals and the evaluation factors stated herein, including assessment of the degree of risk associated with the proposals, to determine the apparent successful offeror. The Government's decision will be based on a comparative assessment of proposals against all source selection factors specified in the solicitation. It is exceptionally important that offerors **do not omit any documentation required for evaluation.**

3. EVALUATION FACTORS:

The significant factors and any significant subfactors that will be considered in awarding the contract are:

FACTOR 1: TECHNICAL CAPABILITY (non-price): All Sub-Factors must be considered "Technically Acceptable" for Factor 1 to be Considered "Technically Acceptable." If one (1) or more Sub-Factors are found "Technically Unacceptable" Factor 1 will be considered "Technically Unacceptable."

Sub-Factor A – Technical Approach Document - The Government will evaluate if the offeror discussed and provided all the required information stated above in L.2 based on the following:

Sub-Factor A – Technical Approach Document Evaluation	
Rating	Definition
Technically Acceptable	The contractor provided all the information required in Sub-Factor A.
Technically Unacceptable	The contractor did not provide all the information required in Sub-Factor A.

Sub-Factor B - Proposed Team to Perform the Work - The Government will evaluate if the offeror provided all the required information stated above in L.2 based on the following:

Sub-Factor B – Proposed Team to Perform the Work Evaluation	
Rating	Definition
Technically Acceptable	The contractor provided all the information required in Sub-Factor B.
Technically Unacceptable	The contractor did not provide all the information required in Sub-Factor B.

Sub-Factor C – Draft Project Schedule - The Government will evaluate if the offeror provided a draft schedule and addressed all the required information stated above in L.2 based on the following:

Sub-Factor C – Draft Project Schedule Evaluation	
Rating	Definition
Technically Acceptable	The contractor provided a draft schedule that meets the mandatory period of performance listed in Block 11 of the SF-1442, and Section C.5 and F.
Technically Unacceptable	The contractor did not provide a draft schedule or did not provide draft schedule that meets the mandatory period of performance listed in Block 11 of the SF-1442 and Section C.5 and F.

Sub-Factor D – Relevant Project Experience and Past Performance

The Government will evaluate if the offeror provided all the required information stated above in L.2 for Relevant Experience, which means works similar in nature to work described in Section C above and all the Attachments.

Past Performance will be evaluated using Contractor Performance Assessment Reporting System (CPARS).

Sub-Factor D - Relevant Project Experience Evaluation and Past Performance	
Rating	Definition
Technically Acceptable	The contractor provided at least three (3) relevant projects that are similar to the work described in the solicitation within past five (5) years. Past Performance – CPARS any rating at or above "Satisfactory"
Technically Unacceptable	The contractor DID NOT provide at least three (3) relevant projects that are similar to the work described in the solicitation within past five (5) years. Past Performance – CPARS any rating that is below "Satisfactory"

Sub-Factor E – Biobased Certification - The Government will evaluate if the offeror provided the required documentation for Biobased Certifications as stated in L.2.

Sub-Factor E - Biobased Certification Evaluation	
Rating	Definition
Technically Acceptable	Proposal clearly states the utilization/non-utilization of Biobased products, List of products, certification, and operation plan. Note if Biobased products are NOT going to utilized that must also be stated in their response for it to be considered Technically Acceptable.
Technically Unacceptable	There is NO response (meaning any kind of acknowledge, either yes or no) provided or proposal does not clearly state the utilization/non-utilization of Biobased products, does not include a list of products, lacks certification documentation, and is lacking in clear understanding of operation plan – will not be considered Technically Unacceptable.

FACTOR 2 – CONTRACTOR COMPLIANCE (non-price) - All Sub-Factors must be considered "Technically Acceptable" for Factor 2 to be Considered "Technically Acceptable." If one (1) or more Sub-Factors are found "Technically Unacceptable" Factor 2 will be considered "Technically Unacceptable."

Sub-Factor A – Active SAM Registration

- Did offeror provide current UEI#
- Is the offeror registered under NAICS Code 236990 as a Small Business.

Sub-Factor A – Active SAM Registration and UEI#	
Rating	Definition

Technically Acceptable	The contractor provided all the information required in Sub-Factor A and are confirmed to have active SAM.gov registration and are a Small Business.
Technically Unacceptable	The contractor did not provide all the information required in Sub-Factor A. The offeror is found not to have an Active SAM.gov registration and/or found to not be a Small Business.

Sub-Factor B – Completed Provisions – Did the contractor provided the required provisions as stated in Section L.2?

Sub-Factor B – Completed Provisions - Ratings	
Rating	Definition
Technically Acceptable	The contractor provided all the required completed provisions included in the solicitation as required.
Technically Unacceptable	The contractor did not provide all the required completed provisions included in the solicitation as required.

Sub-Factor C- Bid Bond - Did the contractor provide the Bid Bond as required in Section L.2?

Sub-Factor C - Bid Bond - Ratings	
Rating	Definition
Technically Acceptable	The contractor provided a Bid Bond in the amount of twenty (20) percent of the bid price or $1M, whichever is less on SF-24 as required by FAR 52.228-1.
Technically Unacceptable	The contractor did not provide a Bid Bond in the amount of twenty (20) percent of the bid price or $1M, whichever is less on SF-24 as required by FAR 52.228-1.

Sub-Factor D – Limitations on Subcontracting Compliance Worksheet – Offeror must provide a completed Limitations on Subcontracting Compliance Worksheet (Attachment 7) and is it with in the limitations stated?

Sub-Factor D – Limitations of Subcontracting Compliance Worksheet - Ratings	
Rating	Definition
Technically Acceptable	The contractor provided the Limitations on Subcontracting Compliance Worksheet as is less than the 75% required for Construction by Special Trade Contractors.
Technically Unacceptable	The contractor did not provide the Limitations on Subcontracting Compliance Worksheet as required or the percentage exceeds 75% required for Construction by Special Trade Contractors.

Overall Technical Acceptability Rating – If an offeror is found "Technically Acceptable" in both Factor 1 and Factor 2 the offeror will be found "Technically Acceptable" and will move on to lowest price evaluation. If an offeror is found "Technically Unacceptable" in both Factor 1 and Factor 2 or in either Factor 1 or Factor 2 the

overall rating will be found as "Technically Unacceptable" and not considered any further beyond the technical evaluation regardless of price.

<u>FACTOR 3: PRICING</u> – Lowest Price of Technically Acceptable Offer

Following the technical evaluation of non-price factors and subfactors, all proposals that are determined technically acceptable, as defined above, will then be sorted by price from lowest to highest. The lowest priced offeror that includes/submits all requirements established in the solicitation and is considered technically acceptable with regard to technical capability and past performance will be recommended for award.

The offeror's price proposal will not be point scored or adjectivally rated but will be evaluated in accordance with one or more of the techniques identified in FAR 15.404-1 Proposal Analysis techniques (b) Price Analysis (2) examples of various price analysis techniques and procedures. The price proposal will also be used as an aid to determine the offeror's understanding of the requirements of the solicitation, price reasonableness, and to assess the validity of the offeror's approach to managing and performing the work.

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)