SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140P4226Q0014	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 06/17/2026	PAGE 1 OF 58 PAGES

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0044013923	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: Ellie Delerme-Velez — b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*

SOLICITATION

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

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

PROJECT DESCRIPTION: Fabrication and installation of nineteen (19) in-ground low-profile cantilever style wayside bases; removal of nineteen (19) in-ground low-profile style wayside bases; and disposal of sixteen (16) wayside bases throughout Independence National Historical Park, Thaddeus Kosciuszko National Memorial, Edgar Allan Poe National Historic Site, and Gloria Dei Church National Historical Site- all located in Philadelphia, Pennsylvania. The work will include all construction, labor, supplies, materials, tools, equipment, facilities, and travel necessary to complete the fabrication, installation and disposal of the wayside bases in accordance with the project specifications.

PROCUREMENT TYPE: The Government anticipates awarding a single firm-fixed price contract to meet this requirement. This firm-fixed price contract will be awarded to the responsible, responsive contractor submitting the lowest price quote in accordance with the terms and conditions of the solicitation.

SET-ASIDE TYPE: This is a competitive total small business set-aside acquisition limited to small business firms. All responsible sources may submit an offer for consideration in accordance with these and other terms and conditions of the anticipated solicitation.

Continued...

11. The contractor shall begin performance within 10 calendar days and complete it within 150 calendar days after receiving ☒ award, ☐ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** 52.211-10 ***).***

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 0

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 1700 ***(hour)*** local time 07/01/2026 (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 60 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)*

Deborah Coles

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)
	NAICS CODE: 339950 Sign Manufacturing with a small business size standard of 500 employees. MAGNITUDE: In accordance with FAR 36.204, the project magnitude is estimated to be between $25,000 and $100,000 DURATION: The contract performance period is expected to be 150 calendar days from award. Offerors are required to have an active registration in SAM, System for Award Management (www.sam.gov) in order to conduct business with the Federal Government. Online Representations and should be filled out in SAM.gov. Please send all questions to the contract specialist at ellie_delerme-velez@ios.doi.gov, no later than 2:00 PM ET, June 24, 2026. Delivery: 12/01/2026 Delivery Location Code: 0011283495 NPS, Independence NHP Independence Natl. Hist. Park 143 S. 3rd. Street Philadelphia PA 19106 US Period of Performance: 07/15/2026 to 12/01/2026				
00010	Fabrication, Installation, Removal, and Disposal of Wayside Bases in accordance with specification requirements. Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER				

SECTION A - TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
PART I – The Schedule		
A	**Solicitation/Contract Form**	**1**
B	**Schedule of Items**	**5**
C	**Specifications/Drawings**	**6**
D	**Packaging and Marking**	**18**
E	**Inspection and Acceptance**	**18**
F	**Deliveries or Performance**	**19**
G	**Contract Administration Data**	**20**
H	**Special Contract Requirements**	**26**
PART II – Contract Clauses		
I	**Contract Clauses**	**29**
PART III – List of Documents, Exhibits, and Other Attachments		
J	**List of Attachments**	**43**
PART IV – Representations and Instructions		
K	**Representations, Certifications, and Other Statements of Offerors**	**44**
L	**Instructions, Conditions, and Notices to Offerors**	**52**
M	**Evaluation Factors for Award**	**58**

SECTION B – SCHEDULE OF ITEMS

19. ITEM NO.	20. SCHEDULE OF ITEMS	21. QTY	22. UNIT OF MEASURE	23. UNIT PRICE	24. TOTAL
Base Items					
00010	Fabrication, Installation, Removal, and Disposal of Wayside Bases in accordance with the scope of work requirements	1	Lump sum	**$**	**$**
			Base Total		**$**

NOTE: This acquisition utilizes Revolutionary FAR 12 Simplified Acquisition procedures.

SECTION C – SCOPE OF WORK

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.

The NPS – Business Service Contracting Division (BSCD) – Contracting Operations – Northeast Region – Philadelphia MABO. The NPS – BSCD-Northeast issues contracts through the Federal Acquisition Regulation's (FAR) for supplies, services, construction, A&E for Northeast Regional Parks only.

C.1 BACKGROUND

Independence National Historical Park (INDE) is a designated unit of the National Park Service (NPS), located in the heart of downtown Philadelphia. The park preserves, protects, and interprets some of the most historically significant buildings and sites in the United States associated with the struggle for independence and the creation of the early American republic. The park is home to numerous historic buildings and icons like Independence Hall, where the Declaration of Independence and the US Constitution were debated and signed, and the Liberty Bell, a globally recognized symbol of democracy.

C.2 SCOPE OF WORK

The National Park Service – Contracting Operations – Independence National Historical Park (INDE) requires a single contractor to provide the fabrication and installation of nineteen (19) in-ground low-profile cantilever style wayside bases; removal of nineteen (19) in-ground low-profile style wayside bases; and disposal of sixteen (16) wayside bases throughout Independence National Historical Park, Thaddeus Kosciuszko National Memorial, Edgar Allan Poe National Historic Site, and Gloria Dei Church National Historical Site- all located in Philadelphia, Pennsylvania. The project includes a list of priorities located in Attachment D, Independence Wayside Bases Priority List. The project includes coordination with the Contracting Officer (CO), Contracting Officer's Representative (COR), and park staff.

The contractor shall provide all labor, materials, equipment and mobilization to perform the work in accordance with the scope of work requirements.

With the Contracting Officer Representative (COR) and/or Point-of-Contact (POC), the contractor shall inspect each site to verify the extent of work, the complexities of the areas, and the length of time needed for each area. Work shall not begin without COR/POC approved schedules.

A. Equipment Requirements

1. Equipment shall have current state inspection, registration and insurance.

2. The contractor shall not park or store their equipment on NPS property outside of working hours or overnight without written approval of the COR/POC and in the location identified. The contractor shall not perform any routine maintenance equipment repairs on NPS property unless emergency repairs are determined and approved in advance by the COR/POC.

B. Personnel

1. Key personnel: Project Manager (PM) must have a minimum of 5 years of experience managing and/or creating content for augmented reality experiences with historically accurate content.

   The Project Manager shall schedule, coordinate, oversee, and manage work produced. The PM shall be the single point of contact between the contractor and the COR. The Project Manager shall be in contact with the COR monthly.

   In addition, the Project Manager shall perform the following work:

   a. Quality Control - Provide quality control to ensure that all elements of project work meet the requirements of the contract specifications. Provide routine inspections of in-house work and subcontracted work. Ensure that all work not acceptable or compliant with the specifications is corrected prior to inspection or review by the COR.

   b. Schedule - The contractor shall prepare an overall project schedule including milestone dates for all submittals and fabrications and submit to the COR for approval. The contractor shall track all work progress to ensure that the project is completed according to the schedule. The contractor shall coordinate and confirm the dates for all work with the COR. The contractor must notify the COR in advance, in writing when work shall not be completed by the dates in this contract and provide an updated schedule for completion.

   c. Meetings - The project manager shall be present at all project meetings. The contractor shall coordinate with the COR to schedule the following meetings:

Meeting Purpose	Location or Type	Required Contractor Attendees	Duration/Days on site
Post-award call	Virtual meeting	Project Manager	30 minutes
Installation Trip	At park	Project Manager	TBD
Comment discussion and reconciliation	Virtual meeting	Project Manager	As needed

   d. Submittals

2. Contractor shall ensure that all work is performed by licensed, competent, experienced and qualified personnel properly trained for this work. Operators shall be able to effectively communicate with NPS personnel and communicate in English. Operators shall have cellular phones with active service when performing the work.

C. Fabrication

1. Accessibility -Fabricated and installed wayside bases shall follow the latest published version of Attachment A, Programmatic Accessibility Guidelines. In addition, federal laws include the Architectural Barriers Act, Sections 504 and 508 of the Rehabilitation Act as amended.

2. Work shall include fabrication of painted aluminum Low Profile cantilever style 36x24 size in-ground with concrete wayside bases. Paint color shall be NPS Charcoal, powder coat. All bases shall have a 10-year warranty against structural failure.

3. All fabricated bases shall conform with Attachment B, VIS Hardware Manual and Attachment C, Wayside Exhibit Planning Design Fabrication and Installation Specifications.

D. Installation and Removal

1. Installation of fabricated wayside bases. All items shall be packaged, shipped to the park, unpackaged, assembled, and installed according to approved fabrication/shop drawings. Contractor is responsible for removing and recycling shipping containers and packing materials. The general installation site shall remain open to visitors during the installation period. Contractor is responsible for abiding by Section 106 of the National Historic Preservation Act (NHPA). Park staff will be on site during all installation to ensure compliance with local, state, and federal laws. The immediate area where the work is occurring shall be closed off by contractors' stanchions, caution tape, and "Do Not Enter" signs. Contractor must provide all equipment and hardware necessary to install all fabricated items. Contractor shall not use Government equipment. Any damage to paint on base structures shall be touched up. All wayside exhibit structures shall be thoroughly cleaned to remove dirt, prints, and smears from all surface areas.

2. Contractor shall install four new in-ground wayside bases with concrete in new locations. All other wayside bases shall be installed in place of removed wayside bases. See Attachment D Independence NHP Wayside Bases Photos and Priority.

3. Contractor shall properly dispose of each replaced wayside base in a manner consistent with both local and federal regulations. Wayside bases to be disposed of include in-ground with concrete, in-ground with bolts, and sled-style bases.

E. Packaging and Delivery

1. Bases shall be shipped Free On Board (FOB) destination, within consignee's premises, with all shipping and transportation costs prepaid, unless otherwise specified below. Deliverables shall be shipped by either registered or certified mail to ensure that shipments can be traced, if lost. No loading dock is available at park—ensure lift gate is included with delivery vehicle for unloading. Park must be notified no less than three (3) days prior to final delivery of wayside bases. Delivery will only be accepted Monday through Friday.

   Deliveries Shall Be Sent to the Following:
   Michael Doveton
   275 S 5th Street
   Philadelphia, PA 19106

F. Warranty

1. Contractor shall warrant all wayside bases, including fabrication, materials, finishes, and installation workmanship, for a minimum period of 12 months from the date of project completion and final acceptance. The warranty shall cover defects in materials, fabrication errors, improper installation, corrosion beyond normal weathering, and failure of coating and finishes.

2. All bases shall have a 10-year warranty against structural failure.

H. Document and Reporting

1. Contractor shall provide the COR with daily logs , material usage, crew information, and before/after photos if required.

I. Standards and Compliance

1. All work must comply with applicable federal, state, and local laws and regulations.

2. Adherence to agency-specific policies and procedures is required.

3. Quality assurance measures must be implemented throughout the contract period

J. Cleanup

1. Contractor shall keep work area and remove all debris and materials. No loose material shall remain on any of the sites.

K. Work Plans, Scheduling and Coordination

1. Prior to the start of work, the Contracting Officers Representative (COR) and/or Point-of-Contact (POC) will provide the Contractor with a list of contacts, contact information and telephone numbers for each park location for coordination of work.

2. Contractor shall provide the COR/POC with detailed daily work plans and schedules identifying areas to be worked for review, coordination of any closures and approval. The Contractor shall provide the COR with a 48-hour notification prior to beginning any work. No work shall begin until the Contractor receives the approved schedule from the COR/POC. Areas that have restrictions regarding times and days when work can be performed will be provided by the COR/POC.

L. Deliverables

1. The Contractor shall provide the COR/POC with the following:

- Post-award Conference Call, uploaded to TEAMS folder
  Word document of notes
  PDF of draft schedule
- Draft Fabrication/Shop Drawings
- Revised Fabrication/Shop Drawings (if needed)
  Word document describing what was discussed at each site noting agreed upon changes to contract, if any.

- Fabricated wayside bases and four (4) pints of NPS charcoal touch up paint for the bases mailed to the park. No loading dock is available at the park—ensure life gate is included with delivery vehicle for unloading.
- Trip Report for installation, uploaded to Teams folder
  Word document identifying all work that was completed during site visit, including any deviations to proposed locations.
  RAW photos of all installed wayside bases.
- Close-out package, uploaded to Teams folder
- Maintenance manual for exhibit bases
- Warranties

2. REVIEW AND APPROVAL

   Review and approval of deliverables shall be completed 14 days after contractor submission.

C.4 PERIOD OF PERFORMANCE

The contract period shall begin on July 15, 2026, and all work shall be completed on or before December 1, 2026. The Contractor shall immediately notify the COR Immediate notification of any issues or delays impacting contract performance.

C.5 PLACE OF PERFORMANCE AND HOURS OF OPERATION

- Independence National Historical Park
- Thaddeus Kosciuszko National Memorial
- Edgar Allan Poe National Historic Site
- Gloria Dei Church National Historical Site

All located in Philadelphia, Pennsylvania

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

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.

D. 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

A. Noise, Vibration, and Odors (when applicable):
   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 (if applicable).

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 (when required).

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.

C.7 SAFETY

1. Conduct all operations and procedures in a manner to ensure 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.

2. Traffic Control: The NPS will provide all traffic control, so coordination with NPS on proper safety measures is required at all times.

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

4. 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).

5. Directors Orders - Director's Orders and Related Documents/NPS Office of Policy – which can have an impact on work performed.

6. 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.

7. All personnel shall wear high-visibility clothing, eye and hearing protection, gloves, and other appropriate PPE.

C.8 PERSONAL PROTECTIVE EQUIPMENT (PPE)

A. 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.).
B. 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.
C. 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.
D. 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.

    1. Notify COR/POC and CO immediately in the event of a reportable accident.
    2. 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 EQUIPMENT REQUIREMENTS

A. All equipment/tools shall only be used within the limits of the manufacturer's recommendations.
B. 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.
C. 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.
D. Any damaged caused to NPS property through equipment use shall be restored and/or repair to original conditions at contractor expense.

C.11 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.12 DRONES/UNMANNED AERIAL VEHICLE (UAV) USAGE

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

C.13 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 NCR at any time.

C.14 INTERRUPTION OF WORK

A. 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, weather conditions or fire danger. The Contractor shall be given a resume work order, which shall document the date the stop work order ended. All periods of stop work by the Government shall be documented. Actions taken under this paragraph shall be subject to Special Clause 3 – Stop Work Order.

B. 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 in NCR, which may include official ceremonies. The work may also just be restricted to certain locations at the discretion of the COR/POC.

C. HISTORICA/ARCHEOLOGICAL/CULTURE RESOURCES – see C.16 below.

C.15 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 work 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.

C.16 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.17 MATERIAL & EQUIPMENT TRANSPORTATION, HANDLING AND STORAGE

A. Government-owned equipment is not available for Contractor's use to accomplish any work; however, Government operated equipment, with Government employees may be provided to assist with materials.
B. Transport, handle, and store materials and equipment in accordance with the manufacturer's written instructions, and in a secure manner.
C. 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.
D. Promptly remove from the project site any materials or equipment that are damaged or are otherwise unsuitable.
E. Additional Permitting, fees, and coordination may be required working within the limits of Philadelphia, PA.
F. Additional restrictions may be imposed due to unforeseen events or security threats at either location.

C.19 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.20 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.21 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.22 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:

- Asphalt Restorers and Sealers – 68% Minimum Biobased Content
- Asphalt and Tar Removers – 80% Minimum Biobased Content
- Cleaning Tools - 22% Minimum Biobased Content
- Clothing – Utility Gloves – 25% Minimum Biobased Content
- Concrete and Asphalt Cleaners – 70% Minimum Biobased Content
- Concrete and Asphalt Release Fluids – 87% Minimum Biobased Content
- Greases – Truck – 71% Minimum Biobased Content
- Intermediates – Binders – 47% Minimum Biobased Content
- Mobile Equipment Hydraulic Fluids – 44% Minimum Biobased Content
- Pneumatic Equipment Lubricants – 67% Minimum Biobased Content
- Safety Equipment – 25% Minimum Biobased Content

C.23 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:

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

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.

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.

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.

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

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

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

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

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.

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

C.24 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 means, 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.25 TRAVEL

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

C.26 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.27 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.28 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.29 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.30 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.31 PROJECT CLOSEOUT

A. Clean-up:
   1. Remove all tools, equipment, excess materials, construction debris, and trash from the project site.
   2. Legally dispose of trash, debris, and all excess and unusable materials at authorized facilities off Government property.
   3. Restore or refinish any surfaces damaged during performance of the contract work.
   4. Leave project site clean and ready for use at the time of final inspection.

B. Final Inspection and Acceptance of Work:
   1. Upon site restoration and cleanup has been completed, the Contractor shall contact the COR/POC to arrange the final inspection prior to leaving the location.

2. The final inspection shall be conducted by the COR/POC for each location, once that area has been completed, and maybe at same time work is being performed or within (1) day.
3. The Contractor will be notified of any deficiencies found during the final inspection.

C. Closeout Submittals:
1. Provide closeout submittals, such as final invoices, warranties, etc., required by the CO.

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):

FAR - Acquisition.GOV | www.acquisition.gov
(Deviation) - RFO FAR - Revolutionary FAR Overhaul | 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):

FAR - Acquisition.GOV | www.acquisition.gov
(Deviation) - 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 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 one week after award. 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:

Debbie Coles
Contracting Officer
National Park Service
Email: debbie_coles@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 BIOBASED REPORTING

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.8 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.9 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)

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
(Deviation) - RFO FAR - Revolutionary FAR Overhaul | Acquisition.GOV

Table 12-3 – Clauses to include as Prescribed

52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-13	System for Award Management – Maintenance (Deviation)	MAR 2026
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Deviation)	MAY 2026
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Deviation)	MAY 2026
52.219-6	Notice of Total Small Business Set-Aside (Deviation)	JAN 2026
52.219-28	Postaward Small Business Program Rerepresentation (Deviation)	JAN 2026
52.222-3	Convict Labor (deviation)	MAY 2026
52.222-6	Construction Wage Rate Requirements (Deviation)	MAY 2026
52.222-7	Withholding of Funds (Deviation)	MAY 2026
52.222-8	Payrolls and Basic Records (Deviation)	MAY 2026
52.222-9	Apprentices and Trainees (Deviation)	MAY 2026
52.222-10	Compliance with Copeland Act Requirements (Deviation)	MAY 2026
52.222-11	Subcontracts (Labor Standards) (Deviation)	MAY 2026
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 (Deviation)	MAY 2026
52.222-15	Certification of Eligibility	MAY 2014
52.222-50	Combating Trafficking in Persons (Deviation)	MAY 2026
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (Deviation)	MAY 2026
52.222-62	Paid Sick Leave Under Executive Order 13706 (Deviation)	MAY 2026
52.222-90	Addressing DEI Discrimination by Federal Contractors (Deviation)	MAY 2026
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts (Deviation)	MAY 2026
52.223-3	Hazardous Material Identification and Material Safety Data (Deviation)	MAY 2026
	Alternate I (Deviation)	MAY 2026
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.223-23	Sustainable Products (Deviation)	MAY 2026
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
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.229-12	Tax on Certain Foreign Procurements (Deviation)	SEP 2025
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
52.236-2	Differing Site Conditions (Deviation)	JAN 2026
52.236-3	Site Investigation and Conditions Affecting the Work (Deviation)	JAN 2026
52.236-5	Material and Workmanship (Deviation)	JAN 2026
52.236-6	Superintendence by the Contractor (Deviation)	JAN 2026
52.236-7	Permits and Responsibilities (Deviation)	JAN 2026
52.236-8	Other Contracts (Deviation)	JAN 2026
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Deviation)	JAN 2026
52.236-10	Operations and Storage Areas (Deviation)	JAN 2026
52.236-11	Use and Possession Prior to Completion (Deviation)	JAN 2026
52.236-12	Cleaning Up (Deviation)	JAN 2026
52.236-13	Accident Prevention (Deviation)	JAN 2026
52.236-14	Availability and Use of Utility Services (Deviation)	JAN 2026
52.236-15	Schedule for Construction Contracts (Deviation)	JAN 2026
52.236-16	Quantity Surveys (Deviation)	JAN 2026
52.236-17	Layout of Work (Deviation)	JAN 2026
52.236-21	Specifications and Drawing for Construction (Deviation)	JAN 2026
52.245-1	Government Property	SEP 2021

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 52.243-5 – Changes and Changed Conditions (Deviation OCT 2025)

(a) The Contracting Officer may order changes in the drawings and specifications within the scope of the contract in writing.
(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.
(c) If changes under paragraph (a) of this clause or conditions under paragraph (b) of this clause increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d) of this clause) upon submittal of a proposal for adjustment (hereafter referred to as proposal) by the Contractor before final payment under the contract.
(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) of this clause unless—
  (1) The Contractor has submitted the required written notice and the Contracting Officer has received the notice; or
  (2) The Contracting Officer waives the requirement for written notice.
(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(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)

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 52.228-13 - Alternative Payment Protections (Jul 2000)

(a) The Contractor shall submit one of the following payment protections:
   1. ***Payment Bond***
   2. ***Irrevocable Letter of Credit***
   3. ***Certificates of Deposit***

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within ten (10) days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(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)

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 A- Programmatic Accessibility Guidelines for National Park Service Interpretive Media, Version 2.4, October 2019,	92 pages
2.	Attachment B- VIS Manual, Revision 5, March 2023,	188 pages
3.	Attachment C- Wayside Exhibit Planning Design Fabrication and Installation Specifications, November 2023,	57 pages
4.	Attachment D - Independence Wayside Bases Priority List	24 pages
5.	Attachment E - Wage Determination PA 20260003	12 Pages
6.	Attachment F - Quote Submission Package	8 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
(Deviation) - 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
52.223-1	Biobased Product Certification (Deviation)	MAY 2026
52.222-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications	JUN 2020
52.229-11	Tax on Certain Foreign Procurements – Notice and Representation (Deviation)	MAY 2026

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 (Deviation)	MAY 2026
52.209-5	Certification Regarding Responsibility Matters (Deviation)	MAY 2026
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation)	MAY 2026
52.219-1	Small Business Program Representations (Deviation)	MAY 2026
52.219-1	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)

RFO FAR 52.209-7 – Information Regarding Responsibility Matters (DEVIATION MAY 2026)

(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)

RFO FAR 52.209-13 - Violation of Arms Control Treaties or Agreements-Certification (Deviation MAY 2026)

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

(b) *Certification*. [*Offeror shall check either (1) or (2).*]
__ (1) The Offeror certifies that–
(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and
(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or
__ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.
(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.
(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations

undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:
(i) An inability to certify compliance.
(ii) An inability to conclude compliance.
(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless—
(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or
(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has
(i) Waived application under 22 U.S.C. 2593e(d) or (e); or
(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines 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)

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
(Deviation) - RFO FAR - Revolutionary FAR Overhaul | Acquisition.GOV

PROVISIONS – FULL TEXT

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 52.216-1 Type of Contract (APR 1984)

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

(End of Provision)

RFO FAR 52.222-5 - Construction Wage Rate Requirements – Secondary Site of the Work (DEVIATION MAY 2026)

(a)
(1) The offeror must 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 must 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 must 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 52.233-2 – 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 5RFO FAR 2.236-3, 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.
(b) No Site Visit is planned.

Preparation of Quotes

(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 should 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 PROPOSAL

(a) *Definition*. "Electronic quote," as used in this solicitation, means a quote, modification of a quote, or withdrawal of a quote 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 quotes in response to this solicitation. Quotes must be submitted electronically via email to ellie_delerme-velez@ios.doi.gov

(c) Electronic 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 quotes must contain the required signatures.

(e) The Government reserves the right to make award solely on the electronic quote. However, if requested to do

so by the Contracting Officer, the apparently successful quoter agrees to promptly submit the complete original signed quote.

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

(1) Receipt of garbled or incomplete 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 quote.
(5) Failure of the quoter to properly identify the quote.
(6) Illegibility of quote.
(7) Security of quote data.

D. SUBMISSION INSTRUCTIONS

Offerors/Quoters shall submit their proposals/quotes to the following address no later than 1700 Eastern Time on Wednesday, July 1, 2026 (or sooner):

Electronic proposal/quote (via email) is required, and must be submitted via email to the Contract specialist at ellie_delerme-velez@ios.doi.gov

No Hardcopy, facsimile or in person proposals/quotes shall be accepted.

L.2 REQUIRED SUBMISSION DOCUMENTS:

The offeror/quoter is advised to carefully read and understand and understand the quote format and quote content sections of the RFQ. The quote shall clearly demonstrate the offeror's understanding of the overall and specific requirements of the solicitation.

BUSINESS AND PRICE PROPOSAL: Volume I shall include the following:

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: 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, including all contract options.
4. Section K, Representations, Certifications and Other Statements of Offerors: Complete all required representations and certifications if they are not available at www.SAM.gov. NOTE: Current, active registration at www.SAM.gov is a requirement of this contract; the Government highly recommends that offerors register before submitting an offer.
5. Completed Attachment F or equivalent documentation that addresses all the required information stated in Attachment F. Which includes the following:
   1) Bio Based Product Certification included in Attachment F.
   2) Relevant Experience Questionnaire (see Attachment F)
   3) Resumes for the Key Personnel Identified in section C.2 Scope of Work, B. Personnel
   4) Quote price breakdown

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:

Factor 1 - Technical Capability (non-price): - Project manager must have a minimum of 5 years experience managing and/or creating content for augmented reality experiences with historically accurate content.
Factor 2 - Past Performance/Experience Information (non-price): Contractor must provide past performance information documenting relevant work. The work does not need to be Federal but needs to be similar for it to be considered relevant.

Contractor Past Performance may be checked in the Contractor Performance Assessment Reporting System (CPARS) as authorized by FAR 13.106-2 (b)(3)(ii)(C). For those Contractors that do not have a CPARS report available, the Government will rely on information provided as part of E.2.8 only.

Price: Lowest Priced Offer considered Technically Acceptable.

(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)