SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER 1333ND26RNB190027	2. TYPE OF SOLICITATION ☐ SEALED BID *(IFB)* ☒ NEGOTIATED *(RFP)*	3. DATE ISSUED	PAGE OF PAGES 1 176

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER NB194000-26-01113	6. PROJECT NUMBER

7. ISSUED BY CODE 000014	8. ADDRESS OFFER TO 000014
NATIONAL INST OF STDS AND TECHNOLOGY 325 BROADWAY BOULDER CO 80305-3328	NATIONAL INST OF STDS AND TECHNOLOGY 325 BROADWAY BOULDER CO 80305-3328

9. FOR INFORMATION CALL:	a. NAME LAUREN LOPEZ	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)* 301-975-0000 LAUREN.LOPEZ@NIST.GOV

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)*

See Attached

11. The contractor shall begin performance within 10 calendar days and complete it within 60 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☐ mandatory ☒ negotiable. ***(See*** Statement of Work ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 5:00 PM MT ***(hour)*** local time JUL 10, 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 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

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

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

CODE FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ( ) ☐ ( )

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

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

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

1333ND26RNB190027

SF 1442 BLOCK 10 (CONTINUED)

Project: SITE-WIDE ROAD PAINTING

Enter Price(s) in Section B.

This acquisition is a Total Small Business Set-Aside.

The NAICS for this acquisition is 236220; the Small Business Size Standard is $45.0 Million.

Verbal explanations given before award WILL NOT BE BINDING. Any changes will be made in writing by issuing amendment(s).

Notice to Proceed will not be issued until the contractor's Site Specific Safety Plan has been accepted.

Any award resulting from this solicitation will be subject to the City of Boulder Sales/Use Tax. No exemption certificate issued by the Colorado Department of Revenue or any other taxing authority shall be recognized as a basis for exemption from the City of Boulder Sales/Use Tax.

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contractor shall provide all labor, equipment, and materials to accomplish the work set out in the attached SOW. Site-Wide Road Painting Project	**1.00**	JB	_____	_____

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STATEMENT OF WORK
Site-Wide Road Painting Project

I. BACKGROUND INFORMATION
The Department of Commerce campus is located at 325 Broadway in Boulder, Colorado and is a research & development facility. It consists of the agencies of NIST, NOAA and NTIA. The Office of Facilities and Property Management, OFPM, of the National Institute of Standards and Technology (NIST) is responsible for the maintaining and renovation of spaces consisting of laboratories, office space and facilities maintenance areas, except the David Skaggs Research Center. The requirements as presented in this document, along with any attachments, are intended to describe the minimum Government requirements.

It is the intent of this Scope of Work to provide the requirements for the NIST Site-Wide Painting Project. This project is to refresh and repaint all street lines, parking spaces, handicap parking areas, stair tread/risers, loading dock areas, and fire lanes.

See Attachment 1 - NIST Boulder General Contractor Requirements – Rev C, included in the contract for information on rules and requirements of performing work on the National Institute of Standards and Technology (NIST) sites in Boulder and Ft. Collins, Colorado.

II. PURPOSE
Repaint all street lines, parking spaces, handicap parking areas, loading dock areas, and fire lanes. Contractor is to refer to attached engineered drawings and specifications for locations, materials, and project intent.

The Contractor shall coordinate with the Government Contracting Officer's Representative (COR) all activities required throughout the duration of this task order. The Contractor shall communicate with the COR and the CO on all matters pertaining to the task order.

PLACE OF PERFORMANCE
The project is to be performed site-wide, on the Boulder, CO campus.

REGULAR BUSINESS HOURS
See Attachment 1 - NIST Boulder General Contractor Requirements – Rev C, included in the contract for information on rules and requirements of performing work on the National Institute of Standards and Technology (NIST) sites in Boulder and Ft. Collins, Colorado.

PERIOD OF PERFORMANCE
The Site Wide Painting Project shall take 60 days to complete upon issuance of NTP.

III. SPECIFIC REQUIREMENTS

TASKS
Contractor is to refer to attached engineered drawings and specifications for locations, materials, and project intent.

Task 1 – Paint double yellow lane lines
The contractor shall repaint existing solid double yellow lane lines using MMA (methyl-methacrylate) paint on all existing double lane lines site wide starting at the NIST property line on Rayleigh Road. Estimated length is 6900 feet.

Task 2 – Repaint all Handicap accessible parking spaces and associated adjacent load/unload zones;
The contractor shall repaint 45 existing Handicap logos and parking lines and adjacent load/unload zones using matching colors (white and blue) and utilizing MMA (methyl-methacrylate) paint. All spaces shall conform to Federal ADA standards. Locations: North and South Lots of Building 1; Building 24 parking lot; Building 81 parking lot (front and back); B21 parking lot; Building 2 parking lot; Building 51 parking lot; Building 4/5 parking lot; Building 21 parking lot; Building 25 parking lot; Building 42 access ramp; Building 26 parking lot; Building 3 north and west parking areas; B23 parking area; building 22 parking area; Building 1 North Parking Lot Emergency Exit.

Task 3 – Repaint Stop Lines
The contractor shall repaint 6 existing white stop lines using MMA (methyl-methacrylate) paint. Locations: Intersection of Compton Rd and Rayleigh; intersection of Compton Road and Curie Circle; Spine Road just south of Building 24; Intersection of Spine Road, Curie Circle, and Compton Road.

Task 4 – Repaint Parking Spaces
The contractor shall repaint 681 existing white parking spaces and 3 motorcycle spaces using matching MMA (methyl-methacrylate) paint. Motorcycle spot locations: Parking lot of Building 25 Parking Spaces: North and South Lots of Building 1; Building 24 parking lot; Building 81 parking lot (front and back); B21 parking lot; Building 2 parking lot; Building 51 parking lot; Building 4/5 parking lot; Building 21 parking lot; Building 25 parking lot; Building 42 access ramp; Building 26 parking lot; Building 3 north and west parking areas; B23 parking area; building 22 parking area

Task 5 – Repaint existing Fire Lane curbing
The contractor shall repaint all existing red fire lane curbing and associated “fire lane” lettering with matching colors using MMA (methyl-methacrylate) paint. Estimated length is 1300 feet. Locations: See Attachment 1

Task 6 – Repaint existing cargo loading areas
The contractor shall paint existing cargo loading areas with matching yellow and black diagonal striping using MMA (methyl-methacrylate) paint. Estimated square footage is 500 square feet. Locations: Building 3; Building 2; Building 81; Building 1 Wings 1,2,3,4,5,6; Building 22

Task 7 – Repaint existing yellow curbing areas
The contractor shall paint yellow curbing areas with matching yellow using MMA (methyl-methacrylate) paint. Estimated length 1300 feet. Locations: See Attachment 1.

Task 8 – Repaint existing yellow stair tread nose and riser
The contractor shall paint yellow stair tread nose and riser with matching yellow using MMA (methyl-methacrylate) paint. Estimated length 500 feet. Locations: Building 3; Building 1 Wing 3; Building 81 north dock; Building 1 Wing 5.

Safety on the NIST Campus

NIST is committed to maintaining a work environment that safeguards the public and the environment, as well as personnel and property.

If the award requires construction, demolition, excavation, renovation, or other work for which the contractor directs and oversees contractor personnel (including subcontractors) at NIST-owned and operated sites, the contractor shall:

Provide a detailed, site-specific Safety Plan to the contracting officer within 7 days after award that describes how the contractor will maintain a safe work environment and comply with applicable Occupational Safety and Health Administration (OSHA) standards, as well as with applicable state and local laws, standards, and codes.

The Safety Plan shall specify how the company's policies and practices will comply with each of the applicable standards, laws, and codes.

The contracting officer will provide written comments regarding the plan to the contractor within seven (7) days of receipt and will require the contractor to submit a revised safety plan within seven (7) days after that to the contracting officer for their review. This cycle may be repeated, if necessary, until the contracting officer determines the safety plan to be acceptable.

Reference:
Attachment 1 – Pictures of Painting

Safety-Related Equipment
The Contractor shall:

Provide all safety-related equipment required to perform the work under this award, including personal protective equipment (PPE) and other equipment that is required or appropriate to protect contractor personnel and other personnel on the NIST campus. Contractor-provided personal protective equipment shall include, at a minimum, hard hats, safety shoes, safety glasses (prescription or standard), respiratory protection (powered air purifying respirator or full-face mask respirator), high visibility clothing and gloves that meet applicable OSHA standards for PPE.

Training
The Contractor shall:

Provide safety-related training required by applicable OSHA, state and local regulations or standards to affected contractor personnel (including subcontractor personnel) that perform work under this award. Such training may include, for example, training for proper use of PPE, respirator use, fall protection, crane operation, forklift operation; electrical safety, or other safety-related topics.

Maintain records of safety training provided to contractor personnel (including subcontractor personnel) that perform work on this award. The contractor shall make

those records available to the contracting officer, contracting officer's representative for the award, or other authorized personnel within 7 days of receipt of their written request, and annually thereafter or upon request.

Require contractor personnel (including subcontractors) to attend required NIST-specific health or safety training that is required by the award.

Health Hazard Assessments and Medical Evaluations
The Contractor shall:

Provide required health hazard exposure assessments, medical evaluations and screenings, and exposure monitoring required by applicable OSHA requirements. Ensure PII information is protected.

Homeland Security Presidential Directive (HSPD)-12

The Contractor (and/or any subcontractor) and its employees who require physical access to NIST facilities or logical access to NIST IT networks or systems must comply with Homeland Security Presidential Directive (HSPD)-12, *Policy for a Common Identification Standard for Federal Employees and Contractors*; OMB M-05-24; OMB M-19-17; FIPS 201, *Personal Identity Verification (PIV) of Federal Employees and Contractors*; NIST HSPD-12 policy; and *Executive Order 13467, Part 1 §1.2.*

5. Roster

Position Sensitivity Designations Requirement
All Contractor (and/or any subcontractor) employees must obtain a background investigation commensurate with their position sensitivity designation that complies with Parts 1400 and 731 of Title 5, Code of Federal Regulations (CFR).

The following position sensitivity designation levels apply to this solicitation/contract:
Low

IV. GENERAL REQUIREMENTS

Include all requirements that are not specific tasks but are applicable to the overall contract and the work that will be performed. For example, IT Security, Government Property, Public Affairs Clearance, OMB clearance, printing, data rights, etc.

Inspection & Acceptance
In addition to the inspection and acceptance terms articulated in the specific FAR clause that allows the Government reserves the right to perform such performance tests and evaluations as defined below to verify specified system performance. Such tests and evaluations, if performed, shall be conducted within the environment that the system is to be operated. The Contractor has the right to be present during the tests and evaluations, if performed, at the Contractor's expense.

REQUIREMENTS FOR CONTRACTOR PERSONNEL
Identify all qualifications that the Contractor and/or their personnel working on this contract must possess.

Safety: The Contractor employee must be responsible for knowing and complying with all installation safety prevention regulations. Such regulations include, but are not limited to, general safety, fire prevention, and waste disposal.

Security: NIST is a restricted campus. An identification badge is required for access for entry into buildings and is shown to the armed Security Police when entering the campus.

Identification Badges: Contractor employees must comply with NIST identification and access requirements. Each Contractor employee must wear a visible identification badge provided by the NIST Security Office.

V. SCHEDULE OF DELIVERABLES
Define all deliverables and indicate (1) the quantity desired; (2) the format in which each deliverable is to be supplied; (3) the delivery date (based on the number of weeks/days); (4) the place of delivery.

Complete the table providing the information for all the tasks identified above.

Deliverable Number	***Description***	***Format***	***Due Date***	***Quantity***
1	Type/Brand of Paint for the project	PDF or Word Document	Within 5 days of NTP issuance	N/A
2	Project Schedule	PDF or Word document	Within 5 days of NTP issuance	N/A
3	Site Specific Safety Plan	PDF or Word Document	Prior to issuance of NTP	N/A

Standards of Acceptance: The NIST POC or COR shall review all the above deliverables and respond with an acceptance or request for revision email to the Contractor Point of Contact (POC) within 2 days of receipt of deliverable. COR will provide written feedback and acknowledgement of all submissions with 2 business days

VI. PAYMENT SCHEDULE

The Contractor will be paid, in accordance with the payments clause in the contract and as otherwise noted in this document, upon completion of all tasks delineated in the Statement of Work and Release of Claims Form received by the COR.

SECTION E
INSPECTION AND ACCEPTANCE

E.1 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
(Reference 52.246-12)

E.2 1352.246-70 PLACE OF ACCEPTANCE (APR 2010)
(Reference 1352.246-70)

SECTION F
DELIVERIES OR PERFORMANCE

F.1 52.242-14 SUSPENSION OF WORK (APR 1984)
(Reference 52.242-14)

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 1352.201-70 CONTRACTING OFFICER?s AUTHORITY (APR 2010)
(Reference 1352.201-70)

G.2 1352.201-72 CONTRACTING OFFICER`S REPRESENTATIVE (COR) (APR 2010)
(Reference 1352.201-72)

G.3 NIST LOCAL-53 CONTRACT PERFORMANCE DURING CHANGES IN NIST OPERATING STATUS

All contractors performing work on active contracts at the U.S. Department of Commerce(DOC), National Institute of Standards and Technology (NIST) campuses and/or working in NIST workspaces should go to the www.nist.gov website and under the "About NIST" tab click on "Visit". This site includes information about campus access and security information; identification requirements; parking information and more.

Contractor personnel are required to check the appropriate campus operating status and personnel requirements at https://www.nist.gov/campus-status daily prior to arriving on site. All personnel must adhere to the requirements set forth in the operating status.

Unless otherwise stated in the contract terms and conditions, normal days of business operation are Monday through Friday, excluding Federal Holidays. However, throughout the contract period of performance, there may be circumstances beyond the control of NIST that will impact normal days of business operation such as inclement weather, power outages, etc. In circumstances such as these, the Contractor must call the appropriate NIST campus status line to verify the operating status:

Gaithersburg Campus Operating Status Line:
(301) 975-8000
(800) 437-4385 x8000 (toll free)

Boulder Campus Operating Status Line:
(303) 497-4000
(303) 497-3000 option 2

In the event of a lapse in appropriation, access to Government facilities and resources, including equipment and systems will be limited to excepted personnel for both Federal employees and contractor personnel. If performance of the contract is onsite and/or requires Government interaction, unless the contractor has been, or is notified that it is required to work under an excepted status, the contractor must stop work. The work stoppage shall remain in effect until the lapse is resolved and notification is provided via the NIST website at www.nist.gov (banner on front page) and/or the NIST operating status line(s). Additionally, contractors are encouraged to monitor public broadcasts or the Office of Personnel Management's website at www.opm.gov for the Federal Government operating status.

NIST will provide notification to all contractors that are determined to have excepted status. All excepted contractors are required to continue performance and communicate with the appointed Contracting Officer's Representative (COR) for further guidance, or NIST Contracting Officer if a COR is not appointed.

Contractors with active supply or service contracts that are fully funded at the time of contract award and do not require access to Government facilities, resources, or active administration by Government personnel in a manner that would not cause the Government to incur additional obligations during the lapse in appropriation may continue performance.

Please note that in all circumstances that impact operations on the NIST campuses, contractors are expected to follow all direction and guidance provided by NIST authorities.

G.4 NIST LOCAL-54 ELECTRONIC BILLING INSTRUCTIONS

NIST requires that Invoice/Voucher submissions are sent electronically via email to INVOICE@NIST.GOV. Each Invoice or Voucher submitted shall include the following:
(1) Contract number;
(2) Contractor name and address;
(3) Unique entity identifier (see www.sam.gov for the designated entity for establishing unique entity identifiers);
(4) Date of invoice;
(5) Invoice number;
(6) Amount of invoice and cumulative amount invoiced to-date;

(7) Contract Line Item Number (CLIN);
(8) Description, quantity, unit of measure, unit price, and extended price of supplies/services delivered;
(9) Prompt payment discount terms, if offered; and
(10) Any other information or documentation required by the contract.

G.5 NIST LOCAL-56 INVOICING PROCESSING PLATFORM-ALTERNATE I (DEC 2022)

Upon written notice from the contracting officer the following supersedes all other instructions for the submission of payment requests. Accordingly, following written notice 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 payment request or invoicing instructions, 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:

The Contractor must use the IPP website to register, access, and use IPP for submitting payment requests. If not already enrolled, the Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email within three to five business days of the addition of the contract award to IPP. 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 payment requests, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation. Contact the contracting officer for more information on submitting a waiver request.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)
(Reference 1352.209-73)

H.2 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)
(Reference 1352.209-74)

H.3 1352.237-71 SECURITY PROCESSING REQUIREMENTS - LOW RISK CONTRACTS (APR 2010)
(Reference 1352.237-71)

H.4 1352.237-73 FOREIGN NATIONAL VISITOR AND GUEST ACCESS TO DEPARTMENTAL RESOURCES (APR 2010)
(Reference 1352.237-73)

SECTION I
CONTRACT CLAUSES

I.1 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
(Reference 52.203-17)

I.2 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
(Reference 52.203-19)

I.3 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
(Reference 52.204-9)

52.204-13 System for Award Management—Maintenance.

As prescribed in 4.208(b)(2), use the following clause:

System for Award Management—Maintenance (DEVIATION January 2026)

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

Commercial and Government Entity code means—

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

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

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

(b) *Active registration*.

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

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

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

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

(i) Change the legal business name in SAM;

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

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

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

(d) *Assignees*.

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

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

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

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

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

(End of clause)

Alternate I (DEVIATION January 2026). As prescribed in 4.208(b)(2), replace paragraph (b) of the basic clause with the following paragraph (b):

(b) *Active registration*.

(1) If the Contractor was unable to register for Federal Government contracts in the System for Award Management (SAM) at before award, the Contractor shall register in SAM within

30 days after contract award or at least three days before submitting the first invoice, whichever occurs first.

(2) The Contractor shall maintain an active Federal Government contracts registration in SAM during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

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

I.5 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
(Reference 52.204-19)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded.

As prescribed in 9.409 , insert the following clause:

Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (DEVIATION January 2026)

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

Commercially available off-the-shelf (COTS) item

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

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

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

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

(2) Does not include bulk cargo, as defined in , such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless a compelling reason exists to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.

(e) *Subcontracts*. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations.

As prescribed in 9.108-6(b), insert the following clause:

Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION January 2026)

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, applicable law may prohibit the Government from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-3.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

52.215-8 Order of Precedence-Uniform Contract Format.

As prescribed in 15.110(h), insert the following clause:

Order of Precedence-uniform Contract Format (DEVIATION January 2026)

Any inconsistency in this request for proposal or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications.

As prescribed in 15.110(u), insert the following clause:

Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications (DEVIATION January 2026)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth in Federal Acquisition Regulation (FAR) 15.403-3(a) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in paragraphs (a)(1)(i) and (ii) of this clause. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-3(a) is adjusted for inflation as set forth in FAR part 1, the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

(i) *Identification of the law or regulation establishing the price offered*. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial products or commercial services.*

(A) If—

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial product or commercial service; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial product or commercial service, to a contract or subcontract for the acquisition of other than a commercial product or commercial service.

(B) For a commercial product and commercial service exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include-

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.,* wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data*. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-1 of FAR 15.408-2, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-1 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.403-4.

(End of clause)

Alternate I-DEVIATION (January 2026). As prescribed in 15.110(u)(1), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic clause.

(b)(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments prepared in the following format: *[Insert description of the data and format that are required and include access to records necessary*

to permit an adequate evaluation of the proposed price in accordance with 15.408-2, Table 15-1, Note 2. The description may be inserted at the time of issuing the request for proposals, or the Contracting Officer may specify that the offeror's format will be acceptable, or the description may be inserted as the result of negotiations.]

Alternate II (Oct 1997). As prescribed in 15.110(u)(2), add the following paragraph (c) to the basic clause:

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

Alternate III (Oct 1997). As prescribed in 15.110(u)(3), add the following paragraph (c) to the basic clause (if Alternate II is also used, redesignate the following paragraph as paragraph (d)):

(c) Submit the cost portion of the proposal via the following electronic media: *[Insert media format]*

Alternate IV-DEVIATION (January 2026). As prescribed in 15.110(u)(4), replace the text of the basic clause with the following:

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

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.4 .]*

I.10 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
(Reference 52.222-1)

52.219-6 Notice of Total Small Business Set-Aside.

As prescribed in 19.104-3(a), insert the following clause:

Notice of Total Small Business Set-Aside (DEVIATION January 2026)

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

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

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

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

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

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

(c) *General*.

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

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

(End of clause)

Alternate I (Mar 2020) . As prescribed in 19.104-3(a), substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) *General.*(1) Offers are solicited only from small business concerns and Federal Prison Industries, Inc. (FPI). Offers received from concerns that are not small business concerns or FPI shall be considered nonresponsive and will be rejected.

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

52.219-28 Postaward Small Business Program Rerepresentation (DEVIATION January 2026)

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

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

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

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

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry

Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at .

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

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

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

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

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

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

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

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

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

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

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

(End of clause)

I.13 52.222-3 CONVICT LABOR (JUN 2003)
(Reference 52.222-3)

I.14 52.222-7 WITHHOLDING OF FUNDS (MAY 2014)
(Reference 52.222-7)

52.222-6 Construction Wage Rate Requirements.

As prescribed in 22.402-4(a)(1), insert the following clause:

Construction Wage Rate Requirements (DEVIATION January 2026)

(a) *Definition.*—"Site of the work"—

(1) Means—

(i) *The primary site of the work*. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any*. Any other site where a significant portion of the building or work is constructed, provided that such site is-

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided-

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)

(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary

of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work must be effective from the first day on which work under the contract was performed at that site and must be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work must be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics must be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) must be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)

(1) The Contractor must complete and submit to the Contracting Officer the Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, if any class of laborers or mechanics that is not listed in the wage determination applicable to the contract is to be employed under the contract. Upon receipt of a complete SF 1444, the Contracting Officer will submit a report to the Administrator, Wage and Hour Division, for approving, modifying, disapproving, or rendering a final determination, of the additional classification and wage rate including any amount designated for fringe benefits.

(2) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraph (c) of this clause must be paid to all workers performing work in the

classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor must either pay the benefit as stated in the wage determination or must pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

I.16 52.222-8 PAYROLLS AND BASIC RECORDS (JUL 2021)
(Reference 52.222-8)

I.17 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
(Reference 52.222-10)

I.18 52.222-12 CONTRACT TERMINATION--DEBARMENT (MAY 2014)
(Reference 52.222-12)

52.222-11 Subcontracts (Labor Standards) (DEVIATION January 2026)

(a) *Definition.* "Construction, alteration or repair," as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation-

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(2) Painting and decorating;

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the FAR clause at , Construction Wage Rate Requirements of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of the work" definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the FAR clause at , Construction Wage Rate Requirements, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at , in the "site of the work" definition).

(b) The Contractor must insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled-

(1) Construction Wage Rate Requirements;

(2) Contract Work Hours and Safety Standards-Overtime Compensation (if the clause is included in this contract);

(3) Apprentices and Trainees;

(4) Payrolls and Basic Records;

(5) Compliance with Copeland Act Requirements;

(6) Withholding of Funds;

(7) Subcontracts (Labor Standards);

(8) Contract Termination-Debarment;

(9) Disputes Concerning Labor Standards;

(10) Compliance with Construction Wage Rate Requirements and Related Regulations; and

(11) Certification of Eligibility.

(c) The prime Contractor must be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)

(1) Within 14 days after award of the contract, the Contractor must deliver to the Contracting Officer a completed , Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor must deliver to the Contracting Officer an updated completed for such additional subcontract.

(e) The Contractor must insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

(End of clause)

I.20 52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)
(Reference 52.222-13)

I.21 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
(Reference 52.222-14)

I.22 52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2104)
(Reference 52.222-15)

52.222-36 Equal Opportunity for Workers with Disabilities.

As prescribed in 22.1401-2(a)(1), insert the following clause:

Equal Opportunity for Workers with Disabilities (DEVIATION January 2026)

(a) Equal opportunity clause. The Contractor must abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

Alternate I (July 2014). As prescribed in 22.1401-2(a)(2), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract: _____ *[List term(s)]*.

52.222-50 Combating Trafficking in Persons.

As prescribed in 22.1703-2(a)(1), insert the following clause:

Combating Trafficking in Persons (DEVIATION January 2026)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

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

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

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

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

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

(2) Does not include bulk cargo, as defined in , such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

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

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents must not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)

(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)

(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—

(ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is—

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the employee at least five days prior to the employee relocating. The employee's work document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements*. The Contractor must-

(1) Notify its employees and agents of-

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

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation*.

(1) The Contractor must, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and must not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan*.

(1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) The Contractor must maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at .

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at .

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting*.

(i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.

(5) *Certification*. Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts*.

(1) The Contractor must include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

(End of clause)

Alternate I (DEVIATION January 2026). As prescribed in 22.1703-2(a)(2), substitute the following paragraph in place of paragraph (c)(1)(i) of the basic clause:

(c)(1)(i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

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

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

I.25 52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026. (JAN 2022)
(Reference 52.222-55)

I.26 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)
(Reference 52.222-62)

52.222-90 Addressing DEI Discrimination by Federal Contractors. (DEVIATION April 2026)

(a) Definitions. As used in this clause—

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

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

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.223-2 Reporting of Biobased Products Under Service and Construction Contracts.

As prescribed in 23.108(c)(2), insert the following clause:

Reporting of Biobased Products Under Service and Construction Contracts (DEVIATION January 2026)

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

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

USDA-designated product category a generic grouping of biobased products that are listed by USDA in a procurement guideline (7 CFR part 4270) and for which USDA has provided minimum biobased content standards (see).

(b) *Requirement*. The Contractor shall—

(1) Report to , with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

52.223-3 Hazardous Material Identification and Safety Data.

As prescribed in 23.304(a)(1), insert the following clause:

Hazardous Material Identification and Safety Data (DEVIATION January 2026)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

Alternate I (DEVIATION January 2026). As prescribed in 23.304(a)(2), add the following paragraph (i) to the basic clause:

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Safety Data Sheets (SDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the SDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit SDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the SDS's in or on each shipping container. If affixed to the outside of each container, the SDS must be placed in a weather resistant envelope.

I.30 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)
(Reference 52.223-5)

52.223-11 Ozone-Depleting Substances.

As prescribed in 23.108(d)(1), insert the following clause:

Ozone-Depleting Substances (DEVIATION January 2026)

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

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

52.223-23 Sustainable Products.

As prescribed in 23.108(a), insert the following clause:

Sustainable Products (DEVIATION January 2026)

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

Sustainable product means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) ( ).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (, , and).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) ( ).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) ( ).

(b) *Requirements*. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2) Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

End of clause

52.225-9 Buy American-Construction Materials.

As prescribed in 25.602(a), insert the following clause:

Buy American-Construction Materials (DEVIATION January 2026)

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

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

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

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

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

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

(2) Does not include bulk cargo, as defined in , such as agricultural products and petroleum products.

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

Cost of components means—

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

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

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

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

Domestic construction material means—

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

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

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

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

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

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

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

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

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

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

(b) Domestic preference.

(1) This clause implements , Buy American, by providing a preference for domestic construction material. In accordance with , the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

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

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components*.

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic

content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components*.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute or Balance of Payments Program.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

(End of clause)

Alternate I (Oct 2022). As prescribed in 25.602(a)(3) substitute the following sentence for the first sentence in paragraph (1)(ii)(A) of the definition of "domestic construction material" in paragraph (a):

(A) The cost of its components mined, produced, or manufactured in the United States exceeds __ percent of the cost of all its components. [*Contracting officer to insert the percentage.*]

I.34 52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
(Reference 52.226-8)

I.35 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)
(Reference 52.227-1)

I.36 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)
(Reference 52.227-2)

I.37 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (DEC 2007)
(Reference 52.227-4)

I.38 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
(Reference 52.228-2)

I.39 52.228-11 INDIVIDUAL SURETY--PLEDGE OF ASSETS (FEB 2021)
(Reference 52.228-11)

I.40 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (DEC 2022)
(Reference 52.228-12)

I.41 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JUL 2000)
(Reference 52.228-13)

I.42 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)
(Reference 52.228-14)

I.43 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
(Reference 52.232-5)

I.44 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
(Reference 52.232-23)

I.45 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
(Reference 52.232-27)

I.46 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
(Reference 52.232-33)

I.47 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
(Reference 52.232-39)

I.48 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
(Reference 52.232-40)

52.233-1 Disputes.

As prescribed in 33.205-9(a) , insert the following clause:

Disputes (DEVIATION January 2026)

(a) Definitions. As used in this clause-

Claim means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

Defective certification means a certification that alters or otherwise deviates from the language in paragraph (d)(2)(iii) of this clause or which is not executed by a person authorized to bind the contractor with respect to the claim. Failure to certify must not be deemed to be a defective certification.

(b) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(c) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract must be resolved under this clause.

(d)

(1) A claim by the Contractor must be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor must be subject to a written decision by the Contracting Officer.

(2)

(i) The Contractor must provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification must state as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the

Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision must be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor must inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h)

(1) The Government must pay interest on the amount found due and unpaid from the date that-

(i) The Contracting Officer receives the claim (certified, if required); or

(ii) Payment otherwise would be due, if that date is later, until the date of payment.

(2) For claims having defective certifications, interest must be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims must be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which applies to the period during which the Contracting Officer receives the claim and then at the rate that applies for each 6-month period as fixed by the Treasury Secretary while the claim is pending.

(i) The Contractor must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract. The Contractor must comply with any decision of the Contracting Officer.

(End of clause)

Alternate I (DEVIATION January 2026). As prescribed in 33.205-9(a), substitute the following paragraph (i) for paragraph (i) of the basic clause:

(i) The Contractor must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

52.233-3 Protest after Award.

As prescribed in 33.107(b), insert the following clause:

Protest after Award (DEVIATION January 2026)

(a) Upon receipt of a stop-work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. After receiving the final decision in the protest, the Contracting Officer must either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor must resume work. The Contracting Officer must make an equitable adjustment in the delivery schedule or contract price, or both, and the contract must 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 an 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 a proposal 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 must 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 must allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

Alternate I (DEVIATION January 2026). As prescribed in 33.107(b), substitute in paragraph (a)(2) the words "the Termination clause of this contract" for the words "the Default, or the Termination for Convenience of the Government clause of this contract." In paragraph (b) substitute the words "an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected" for the words "an equitable adjustment in the delivery schedule or contract price, or both."

I.51 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
(Reference 52.233-4)

52.236-2 Differing Site Conditions.

As prescribed in 36.101-7(a), insert the following clause:

Differing Site Conditions (DEVIATION January 2026)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) Latent physical conditions or subsurface conditions at the site which differ materially from those indicated in this contract; or

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b)

(1) The Contracting Officer will investigate the site conditions promptly after receiving such a notice.

(2) If the conditions materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract an equitable adjustment must be made under this clause.

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

(d) No request for an equitable adjustment to the contract for differing site conditions will be allowed if made after final payment under this contract.

(End of clause)

52.236-3 Site Investigation and Conditions Affecting the Work.

As prescribed in 36.101-7(a), insert the following clause:

Site Investigation and Conditions Affecting the Work (DEVIATION January 2026)

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

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

(2) The availability of labor, water, electric power, and roads;

(3) Uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) The conformation and conditions of the ground; and

(5) The character of equipment and facilities needed preliminary to and during work performance.

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

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

(End of clause)

52.236-5 Material and Workmanship.

As prescribed in 36.101-7(b), insert the following clause:

Material and Workmanship (DEVIATION January 2026)

(a)

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

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

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

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

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

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

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

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

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

(End of clause)

52.236-6 Superintendence by the Contractor.

As prescribed in 36.101-7(a), insert the following clause:

Superintendence by the Contractor (DEVIATION January 2026)

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

(End of clause)

52.236-7 Permits and Responsibilities.

As prescribed in 36.101-7(c), insert the following clause:

Permits and Responsibilities (DEVIATION January 2026)

(a) The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work.

(b) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence.

(c) The Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 Other Contracts.

As prescribed in 36.101-7(a), insert the following clause:

Other Contracts (DEVIATION January 2026)

(a) The Government may award other contracts for work at or near the site of the work under this contract. The Contractor shall cooperate and coordinate with—

(1) Other contractors; and

(2) Government employees.

(b) The Contractor shall adapt scheduling and performance of the work under this contract to accommodate the performance of other contractors. The Contractor's scheduling and performance shall not delay or interfere with the performance of work by other contractors or Government employees.

(End of clause)

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.

As prescribed in 36.101-7(a), insert the following clause:

Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (De DEVIATION January 2026)

(a) The Contractor shall preserve and protect structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed, and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so. If any limbs or branches of trees are broken during contract performance, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage and, in the event of damage resulting from non-compliance with this contract or failure to exercise reasonable care in performing the work, shall promptly repair existing improvements and utilities at or near the work site, on adjacent property of a third party, and on or near transportation paths and routes. The Contractor shall repair any damage, including those that are the property of a third party.

(c) If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 Operations and Storage Areas.

As prescribed in 36.101-7(a), insert the following clause:

Operations and Storage Areas (DEVIATION January 2026)

(a) The Contractor shall confine all activities and operations on site to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b)

(1) Temporary buildings (*e.g.*, storage sheds, shops, offices) and utilities—

(i) May be erected by the Contractor only with the approval of the Contracting Officer; and

(ii) Shall only be built with labor and materials furnished by the Contractor without additional expense to the Government.

(2) The temporary buildings and utilities are the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.

(3) The temporary buildings and utilities may be abandoned and need not be removed, with written consent of the Contracting Officer.

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

(End of clause)

52.236-11 Use and Possession Prior to Completion.

As prescribed in 36.101-7(d), insert the following clause:

Use and Possession Prior to Completion (DEVIATION January 2026)

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

(1) Before taking possession of or using any work, the Contracting Officer will furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use.

(2) Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract.

(3) The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b)

(1) While the Government has such possession or use, the Contractor is relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities".

(2) If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 Cleaning Up.

As prescribed in 36.101-7(a), insert the following clause:

Cleaning Up (DEVIATION January 2026)

(a) The Contractor shall keep the work area, including storage areas, in a clean, neat, orderly condition, and free from accumulations of waste materials.

(b) Before completing the work, the Contractor shall remove from the site any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government.

(End of clause)

52.236-13 Accident Prevention.

As prescribed in 36.101-7(e), insert the following clause:

Accident Prevention (DEVIATION January 2026)

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

(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) Avoid interruptions of Government operations and delays in project completion dates; and

(3) Control costs in the performance of this contract.

(b) In addition, for contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall—

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910 ; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d)

(1) If the Contracting Officer becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer will notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action.

(2) This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required.

(3) After receiving the notice, the Contractor shall immediately take corrective action.

(4) If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

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

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts.

(End of clause)

Alternate I (Nov 1991). If the contract will involve (a) work of a long duration or hazardous nature, or (b) performance on a Government facility that on the advice of technical representatives involves hazardous materials or operations that might endanger the safety of the public and/or Government personnel or property, add the following paragraph (f) to the basic clause:

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

52.236-14 Availability and Use of Utility Services.

As prescribed in 36.101-7(f), insert the following clause:

Availability and Use of Utility Services (DEVIATION January 2026)

(a) The Government will make all reasonably required utilities available to the Contractor from existing outlets and supplies, as specified in the contract.

(b) Unless otherwise provided in the contract, the Contractor shall pay for all utility costs.

(c) The Contractor, at its expense and in a workmanlike manner, shall install and maintain all necessary temporary connections, distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges.

(d) Before final acceptance by the Government, the Contractor shall remove the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

52.236-17 Layout of Work.

As prescribed in 36.101-7(i), insert the following clause:

Layout of Work (DEVIATION January 2026)

(a) The Contractor shall lay out its work from Government-established base lines and benchmarks provided on the drawings.

(b) The Contractor shall be responsible for all measurements in connection with the layout.

(c) The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required for the layout.

(d) The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer.

(e)

(1) The Contractor shall be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them.

(2) If such marks are destroyed by the Contractor, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

52.236-21 Specifications and Drawings for Construction.

As prescribed in 36.101-7(k), insert the following clause:

Specifications and Drawings for Construction (DEVIATION January 2026)

(a) The Contractor shall keep at the site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto.

(b) Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

(1) In case of difference between drawings and specifications, the specifications shall govern.

(2) In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing.

(3) Any adjustment by the Contractor without such a determination shall be at its own risk and expense.

(c) The Contracting Officer will furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(d)

(1) Words, such as, “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import when used, in the specifications or on the drawings are intended to mean the “direction”, “requirement”, “order”, “designation”, or “prescription”, of the Contracting Officer.

(2) Words, such as, “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by”, or ‘acceptable to”, or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.

(e) Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place”, that is “furnished and installed”.

(f) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in

detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(g)

(1) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review.

(2) Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission.

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

(1) Any work done before such approval shall be at the Contractor's risk.

(2) Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with paragraph (i) of this clause.

(i)

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

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

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

(End of clause)

Alternate I (Apr 1984). When record shop drawings are required and reproducible shop drawings are needed, add the following sentences to paragraph (j) of the basic clause:

Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

Alternate II (Apr 1984). When record shop drawings are required and reproducible shop drawings are not needed, the following sentences shall be added to paragraph (j) of the basic clause:

Upon completing the work under this contract, the Contractor shall furnish ____ *[Contracting Officer complete by inserting desired amount]* sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

52.243-4 Changes.

As prescribed in 43.305(d), insert the following clause. Agency procedures may vary the 30-day period.

Changes (DEVIATION June 2025)

(a)

(1) At any time, the Contracting Officer may issue a written order, identified as a change order, to make changes in the work within the scope of the contract, including changes—

(i) In the specifications (including drawings and designs);

(ii) In the method or manner of performance of the work;

(iii) In the Government-furnished property or services; or

(iv) Directing acceleration in the performance of the work.

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

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating—

(1) The date, circumstances, and source of the order; and

(2) That the Contractor regards the order as a change order.

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

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

(e)

(1) The Contractor must assert its right to an adjustment under this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of proposal within 30 days, unless this period is extended by the Government, after—

(i) Receipt of a written change order under paragraph (a) of this clause; or

(ii) The furnishing of a written notice under paragraph (b) of this clause.

(2) The statement of proposal for adjustment may be included in the notice under paragraph (b) of this clause.

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

(End of clause)

52.243-5 Changes and Changed Conditions.

As prescribed in 43.305(e), insert the following clause:

Changes and Changed Conditions (DEVIATION June 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.

(End of clause)

52.244-6 Subcontracts for Commercial Products and Commercial Services. (DEVIATION April 2026)

(a) Definitions¡ As used in this clause—

Commercial.product?commercial.service.and.nondevelopmental.item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract has the meaning at FAR 44.401

(b) Requirements.

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

(2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause:

Number	Title	Date
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011

52.219-8 *	Utilization of Small Business Concerns	JAN 2025
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-50 with Alt I	Combating Trafficking in Persons, with its Alternate I	MAR 2015
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements	MAY 2014

52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	JAN 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.222-90	Addressing DEI Discrimination by Federal Contractors	APR 2026
52.224-3	Privacy Training	JAN 2017
52.224-3 with Alt I	Privacy Training, with Alternate I	JAN 2017
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.240-91	Security Prohibitions and Exclusions	DATE

52.240-91 with Alt I	Security Prohibitions and Exclusions, with its Alternate I	DATE
52.240-92	Security Requirements	DATE
52.240-92 with Alt II	Security Requirements, with its Alternate II	DATE
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2021

* Include only if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(End of clause)

I.69 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
(Reference 52.246-21)

I.70 52.249-1 I TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)--ALTERNATE I (APR 1984)
(Reference 52.249-1 I)

I.71 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):

(End of Clause)

I.72 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any (48 CFR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End Of Clause)

J.1 Att 01 - Fire Lane Curbing Photos

West Side Building 2 Fire Lane

East Side Building 24 Parking Lot

East Side Building 24 Parking Lot

East Side Building 24 Parking Lot

Building 26 Entrance

Building 26 Center Barrier

Building 3North Parking Area

Building 26 Center Barrier

Intentionally Blank Page

East side Building 2

Building 24 Loading Area

Building 24 Loading Area

Southside Building 2A

West Side Building 2

North side Building 81

Back side of Building 2

Northside Building 81

Building 1 Wing 2 Mail Dock Area

Building 1 Wing 2 Mail Dock Area

Approach to Building 1 Wing 2 Mail Dock Area

Building 1 Wing 2 Mail Dock Area

Building 1 Wing 2 Loading Area

Building 1 Wing 2 Loading Area

Building 1 Wing 4 Loading Dock

Building 1 Wing 4 Loading Area

Back side Building 42

Backside Building 42

Northside Building 3

Back side of Building 3

Building 81 SW Side

Building 81West side

IVO Building 81

Front side of Building 1

North Side Building 81

North Parking Lot Emergency Exit

North Parking Lot Emergency Exit

North Parking Lot Emergency Exit

North Parking Lot Emergency Exit

General Instructions for Conducting Work at the NIST Boulder Campus and Fort Collins Site

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Part 1: GENERAL

1.1 INTRODUCTION:

This document is intended to provide the necessary information/requirements for all contractors performing work at Department of Commerce (DOC) facilities. It is understood all information in this document may not apply for the specific project described in the Statement of Work; however, it is the responsibility of the contractor to ensure the requirements are met when applicable.

Specifics of the activities are described in the attached Statement of Work and supporting documentation.

Questions about the requirements can be addressed to the Contracting Officer (CO) and Contracting Officers Representative (COR)/Project Manager designated for the specific task order.

1.2 BACKGROUND

The Office of Facilities and Property Management (OFPM) Division manages and provides services to the DOC staff in support of their research, technical, and administrative programs. DOC agencies serviced by OFPM include but may not be limited to: The National Oceanic and Atmospheric Administration (NOAA), The National Telecommunications and Information Administration (NTIA), and The National Institute of Standards and Technology (NIST).

1.3 HOURS OF OPERATION

1. DOC hours of operations are from 7:00 AM to 5:00 PM, Monday through Friday, on normal Federal workdays. Should the Contractor desire to work at times other than those specified above, the dates and hours must be scheduled at least 10 working days in advance and approved in writing by the Contracting Officer's Representative (COR).
2. Use the Main Entrance at the DOC site for materials supply and entry for:
    a. Special arrangements may be made through the COR for delivery of material/supplies, and/or overtime beyond these hours or on holidays.
    b. Check-in required at DOC Visitor's Center located at the site main entrance.
3. Employee identification shall include the name, country of citizenship, employer, and green card (if applicable) is needed for each Contractor and Subcontractor's employee working on the DOC site. These shall be submitted to the COR for review 10 days prior to the work date. After hours work will require a hard badge from the General Contractor and a COR/Federal escort 100 percent of time if accessing DOC buildings (see section 3.3). Follow the specific procedures pertaining to security and work hours prescribed by the COR/Security. Contractor vehicles must show current registration and proof of insurance.
4. Department of Homeland Security (DHS) Advisory System:
   Note: The following paragraphs describe the threat levels that may be changes at any time due to national security issues. If a change is issued by the DHS all changes in procedures/directions for entering and performing work at the site will be communicated to the contractor through

the COR. Contractor's access to the DOC campus grounds may occasionally be restricted as a result of a change in the Nation's Threat Level when publicly announced by DHS.

5. National Terrorism Advisory System (NTAS)
    a. The National Terrorism Advisory System, or NTAS, replaces the color-coded Homeland Security Advisory System (HSAS). This new system will more effectively communicate information about terrorist threats by providing timely, detailed information to the public, government agencies, first responders, airports and other transportation hubs, and the private sector.
    b. It recognizes that Americans all share responsibility for the nation's security and should always be aware of the heightened risk of terrorist attack in the United States and what they should do.
6. NTAS Alerts
    a. After reviewing the available information, the Secretary of Homeland Security will decide, in coordination with other Federal entities, whether an NTAS Alert should be issued.
    b. NTAS Alerts will only be issued when credible information is available.
    c. These alerts will include a clear statement that there is an imminent threat or elevated threat. Using available information, the alerts will provide a concise summary of the potential threat, information about actions being taken to ensure public safety, and recommended steps that individuals, communities, businesses and governments can take to help prevent, mitigate or respond to the threat.
    d. The NTAS Alerts will be based on the nature of the threat: in some cases, alerts will be sent directly to law enforcement or affected areas of the private sector, while in others, alerts will be issued more broadly to the American people through both official and media channels.
    e. NTAS Alerts contain a sunset provision indicating a specific date when the alert expires - there will not be a constant NTAS Alert or blanket warning that there is an overarching threat. If threat information changes for an alert, the Secretary of Homeland Security may announce an updated NTAS Alert. All changes, including the announcement that cancels an NTAS Alert, will be distributed the same way as the original alert.
    f. Contractor coordinates procedures with COR.
    g. Threat Levels:
        i. Low Condition (Green): A Low Condition is declared when there is a low risk of terrorist attacks.
            1. Federal departments and agencies will implement general and agency-specific Protective Measures to assure that all facilities and regulated sectors take reasonable measures to mitigate vulnerabilities to terrorist attack.
            2. Contractor coordinates procedures with COR.
        ii. Guarded Condition (Blue): A Guarded Condition is declared when there is a general risk of terrorist attacks.
            1. In addition to Protective Measures taken in previous Threat Condition, Federal departments and agencies will implement general measures in addition to agency-specific Protective Measures to check

communications with designated emergency response or command locations, update emergency response measures, and provide public with information.

2. Contractor coordinates procedures with COR.

iii. Elevated Condition (Yellow). An Elevated Condition is declared when there is a significant risk of terrorist attacks.

1. In addition to Protective Measures taken in previous Threat Conditions, Federal departments and agencies may develop protective measures for the DOC campus grounds such as increased surveillance, coordinating emergency plans as appropriate with nearby jurisdictions, and implementing contingency and emergency response plans.
2. Contractor coordinates procedures with COR.

iv. High Condition (Orange): A High Condition is declared when there is a high risk of terrorist attacks.

1. In addition to Protective Measures taken in previous Threat Conditions, Federal departments and agencies will implement general and agency-specific Protective Measures for the DOC campus grounds.
2. At this Threat Level the Government may restrict access to site and facility to essential personnel only.
3. Contractor coordinates procedures with COR.

v. Severe Condition (Red). A Severe Condition reflects a severe risk of terrorist attacks.

1. Under most circumstances, the Protective Measures for a Severe Condition are not intended to be sustained for substantial periods of time. In addition to Protective Measures for previous Threat Conditions, Federal departments and agencies may close Public and Government sites and facilities as a protective measure.
2. Contractor coordinates procedures with COR.

1.4 UNFORESEEN FACILITY CLOSURES

When an unforeseen facility closure occurs, the Contractor will either reschedule the work or perform the work on the next regularly scheduled workday. If the facility is closed, the contractor is not to be on-site unless notified by the contracting officer they are essential. Contractor personnel may be required by the COR to remain on site to handle problems as a result of a closure, e.g., severe weather, national emergency, changes in national security levels.

Information about the status of the site may be obtained by calling the switch board at 303-497-3000. Usually the day's site status is available by 6 AM MST. Contractor can verify site status and sign up for email and text site notifications at the following website:

http://www.boulder.doc.gov/cgi-bin/docstatus.cgi

1.5 SANITARY FACILITIES

Toilet rooms in existing buildings may be used by the Contractor when performing work inside DOC owned buildings at the discretion of the COR. When toilet rooms in existing buildings are not available or work is being conducted outside the Contractor shall:

1. Provide temporary toilet facilities for use of all workmen.
2. Provide the COR with keys to all temporary structures.
3. Maintain toilet facilities in a clean, sanitary condition.
4. Provide adequate supplies of toilet paper, cleaning and other required items.
    a. Holding tanks for the collection of sanitary waste will not be permitted.
    b. Contractor shall install all pipes serving these trailers underground with appropriate cleanouts and provide measures to prevent them from freezing.
    c. Piping shall be run in an organized and pre-planned fashion and all piping shall be removed from the DOC campus upon demobilization of the Construction trailer(s) and the sewer main piping shall be restored to its original condition.

1.6 EQUIPMENT AND MATERIAL STORAGE

The contractor shall provide and store, in an area designated by the COR, all equipment, materials and required to complete the project. The materials are required to be kept undamaged, clean and dry throughout the duration of the project. The contractor shall also coordinate location of any trash receptacles, if necessary, with the COR and shall keep the construction area free of trash and debris. All equipment, materials and garbage shall be kept in a manner to avoid causing a hazard by accidental shifting, ignition or other hazardous qualities.

1. Prior to the start of work, Contractor shall meet with all Subcontractors to arrange and prepare a plot plan defining staging, storage, field office and traffic areas within lay-down/staging and trailer/parking areas designated.
    a. Submit a plan for COR's approval not less than 10 working days prior to the installation of temporary facilities.
    b. Except as specifically provided, working and storing outside these areas will not be permitted.
    c. Arrange and locate temporary structures and storage to avoid interfering with construction.
2. Within the area designated for its use, provide suitable and sufficient enclosed and covered spaces with raised flooring, to protect materials and equipment from damage by weather, construction work, or other hazards.
    a. Maintain storage and working areas in clean and orderly condition.
    b. Tie down canvas and other coverings sufficiently to be maintained in conditions of high winds.
    c. At completion of contract, contractor shall remove all storage areas and return any disturbed areas to original condition or better.

1.7 ELECTRICITY AND WATER

DOC may make available, at no cost to the contractor, electricity and water during the course of this project. The contractor is responsible for making connections to the existing systems. (see FAR 52.236-14, Availably and Use of Utility Services)

1. Electricity: Temporary electrical work shall meet the requirements of NFPA 70-1996 (NEC), Article 305.
    a. Temporary electrical service shall be provided from existing campus power distribution system.
        i. If the contractor chooses to use Governments electrical service, then the Contractor is responsible for connection, installation, and maintenance of all portions of the temporary electrical service, and connected equipment.
        ii. Verify connection location with COR.
    b. Make arrangements for all equipment, poles, meter, wiring, switches, outlets, etc., for all lighting and power requirements for construction purposes.
        i. Permanent existing campus power distribution system may be used.
        ii. Remove all temporary electrical equipment, when no longer needed.
        iii. Immediately preceding completion, remove and replace all damaged parts of permanent systems.
    c. Temporary electrical power derived from existing site distribution system will be paid for by the Government. Any other power generation shall be paid for by Contractor.
        i. The use of resistive heating devices is prohibited.
        ii. Turn off all lighting and/or equipment not in use.
    d. Extend warranty or guarantee period on permanent systems used during construction period so they commence on date of Acceptance.
    e. Provide UL approved extension cords where necessary.
    f. Contractor to submit after hours lighting plan to COR for approval at least 10 working days prior to installation and use.
    g. Provide temporary electrical systems which meet Government approval.
    h. Contractor shall remove same from the DOC campus at such time as temporary lighting is no longer required.
2. Water:
    a. During construction/renovation/and maintenance projects the contractor, with the consent/approval of the COR, shall:
        i. Make all arrangements; install equipment, backflow preventer, piping, and outlets for an adequate supply of clean water for construction purposes.
        ii. Existing water lines may be used for temporary service.
            1. Contractor shall tie into existing domestic water line at a location designated and approved by COR, and shall provide all materials, labor and equipment necessary for the connection of all trailers requiring a domestic water connection.
    b. Contractor shall install all pipes serving these trailers underground with appropriate shut-off valves for isolation of each branch connection and shall provide measures to prevent them from freezing.

c. Piping shall be run in an organized and pre-planned fashion and all piping shall be removed from the DOC campus upon demobilization, and the domestic water main piping shall be restored to its original condition.

1.8 TELEPHONE

Telephone service is not normally available on-site for the Contractor's use.

1.9 ROADS

1. Do not block access to existing facilities.
2. Under no circumstances will egresses be blocked. Any changes in egress shall be approved by COR.
3. Any road closures, full or partial, require notification and approval of COR a minimum of 10 working days prior to closure.
4. Contractor shall be required to remove dirt or debris from road surfaces that are a direct result of contractor operations.

1.10 PARKING

1. Personnel performing the work shall not park in any Government parking lot without prior express consent of COR.
2. Contractor acknowledges that any personnel violating this requirement do so at their own risk and will inform personnel that vehicles may be towed at their expense.
3. Parking in residential and other areas in immediate vicinity of Project site is prohibited.
4. Contractor to keep all personnel, vehicles and operations on Project site within designated limits.
5. If authorized by the COR, temporary parking areas shall be surfaced with crushed stone and maintained by the Contractor to prevent deterioration (ruts, mud, etc.) as approved by the COR.
    a. Direct personnel performing the work to use access to site designated by COR.
    b. The Contractor shall provide parking and transportation for Contractor personnel off the Project site if designated onsite parking areas are inadequate for Contractor needs.

1.11 CONTRACTOR'S USE OF PREMISES

1. Contractor must coordinate all field investigations with COR prior to accessing ceiling/interstitial spaces. Fire alarm system may need to be impaired.
2. Leave undisturbed as much of the site as practical.
    a. Land disturbed but not designated for disturbance on the drawings or by the Government shall be restored to its original condition at Contractor's cost. (See FAR 52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements).
    b. Leave root zones of trees undisturbed.

3. Provide warranty and/or guarantee on permanent items and systems used during construction, commencing on date of acceptance, for specified duration(s). (See FAR 52.246-21, Warranty of Construction)
4. Contractor acknowledges that there is wildlife on the Project site. Take all necessary measures to ensure that all such wildlife is protected from execution of the work. Prohibit hunting of any sort.
5. Investigation Equipment: Site investigations and field work may require the use of a stepladder and/or other investigative equipment (measuring tapes, flashlights, screwdrivers, etc.). Contractors shall provide their own stepladders and/or investigative equipment. The stepladders shall be Type 1 (industrial) or Type II (commercial).
6. Operating Equipment: Do not turn off or adjust any equipment without prior authorization from the COR. Work carefully around rotating equipment. Loosely fitting clothes (neckties, dangling jewelry, etc.) shall not be worn when near rotating equipment. Long hair shall be secured. Some equipment may start automatically. Take care when working around this equipment. (NOTE: It may become necessary to implement appropriate lock-out, tag-out procedures to control hazardous energy sources to ensure that personnel do not activate equipment during investigation, servicing, or maintenance).
7. Mechanical/Electrical Rooms: Obtain authorization from the COR prior to working in electrical and/or mechanical rooms. Lock rooms after use. Do not operate any valves, switches, or breakers without prior approval from the COR. Adhere to all OSHA Lock-Out, Tag-Out Regulations (29 CFR 1910.147).
8. It is the prime contractor's responsibility to ensure Contractor employees and Subcontractors become familiar with and obey all DOC site regulations, including fire, traffic, and security regulations. All personnel employed on the site shall keep within the limits of the work (and avenues of ingress and egress) and shall not enter any restricted areas unless required to do so and are cleared for such entry. The Contractor's vehicles and equipment shall be conspicuously marked for identification.

PART 2: SAFETY

2.1 OCCUPATIONAL HEALTH AND SAFETY

Contractor(s) acknowledges that by working at the National Institute of Standards and Technology (NIST), a Federal Government facility located in Boulder, Colorado, they are subject to the jurisdiction of the U.S. Department of Labor's Occupational Safety and Health Administration (OSHA). The Regional Office has authority to assign a Compliance Safety and Health Officer (CSHO) to conduct safety and health inspections regarding the Contractors operations at the NIST Boulder site. In addition to OSHA oversight, the Contractor is required to follow NIST health and safety instructions and the Office of Facilities and Property Management (OFPM) safety policies and procedures applicable to their operations.

CITATIONS AND NOTICE OF PENALTY FOR NONCOMPLIANCE WITH OSHA STANDARDS

1. To protect NIST's interests, the Contractor acknowledges that NIST may conduct periodic safety, health and environmental inspections to assure that staff and property are not at risk of injury or damage; also, from Citations issued by OSHA for multi-employer worksites.
2. The Contractor is required to implement and manage a job specific Safety, Health and Environmental plan. NIST will review and evaluate the Contractor's Safety, Health and Environmental plan to assure that it is site specific for the work being performed. The Safety Plan Requirements Checklist in Appendix A requires a site and job specific plan to be developed and submitted to the government for review and acceptance. No site work may be started until the Site-Specific Safety Plan is accepted. 2. In the event of an onsite emergency, first call 303-497-7777 or 7777 from a campus phone; and then call 911. The Contractor will report the following details: Location (NIST), name, building name or number, room number, and a brief description of the emergency.

2.2 CODES, ORDINANCES, REGULATIONS

Contractors are required to comply with all applicable codes, ordinances and regulations as stated in this document. Contractor to use version below, or most current version adopted by Boulder with amendments in effect on the date of the solicitation.) These include, but may not be limited to:

1. Code of Federal Regulations (CFR):
    a. OSHA General Industry Safety and Health Standards (29 CFR 1910);
    b. OSHA Construction Industry Standards (29 CFR 1926);
    c. National Emission Standards for Hazardous Air Pollutants (40 CFR 61);
    d. Resource Conservation and Recovery Act standards for hazardous waste disposal (40 CFR 260-281); and
    e. Toxic Substance Control Act rules related to asbestos and PCB's (40 CFR Part 761).
2. National Fire Protection Association (NFPA):
    a. NFPA 30 – Flammable and Combustible Liquids Code;
    b. NFPA 101 – Life Safety Code;
    c. NFPA 45 – Fire Protection for Laboratories using Chemicals;
    d. NFPA 54 – National Fuel Gas Code; and
    e. NFPA 70 – National Electrical Code.
3. Life Accessibility Standards (USFAS).
4. American National Standards Institute (ANSI) A117.1 – American National Standard Specifications for Making Buildings and Facilities Accessible and useable by the physically handicapped, latest edition.
5. Colorado Department of Public Health and Environment Regulations, Chapter 8.
6. State of Colorado Hazardous Waste Regulations 6 CCR 1007-3
7. Industrial Discharge Permit (2010-1)
8. Municipal Separate Storm Sewer System (MS4) Permit COR042002
9. Construction Permit (Air Pollutant Emissions) 09BO0159
10. Air Quality Control Commission regulation; Number 3, 5 CCR 1001-5
11. NIST ESO Site Security Specifications
12. International Building Code – IBC 2012

13. International Energy Conservation Code – IECC 2012
14. International Fuel Gas Code – IFGC 2012
15. International Mechanical Code – IMC 2012
16. International Fire Code – IFC 2012
17. International Plumbing Code – IPC 2012
18. International Electric Code Administrative Provisions – IEC 2012
19. US Department of Energy Regulations – 10 CFR 435
20. US Environmental Protection Agency Regulations – 40 CFR
21. State of Colorado Department of Public Health & Environment Regulations for Air Quality Control of Stationary Sources
22. State of Colorado Department of Labor and Employment Division of Oil & Public Safety – C.R.S. § 9-4-101
23. U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 (applies to fall protection only)

2.3 RESPONSIBILITY AND LIABILITY

The Contractor is to comply with all applicable regulations pertaining to the health and safety of their personnel and subcontractor personnel during the execution of the project. The Contractor will hold the Government harmless from any liability for any action incurred during the execution of the project by their personnel and subcontractor personnel, which results in property damage, illness, injury and/or death.

The Contractor is responsible for locating all underground and building utilities prior to starting work. Contractor is to stop excavation and notify COR immediately if any unexpected materials, such as utilities or concrete are encountered underground.

Contractor is responsible for locating all utilities 18" either side of the marked utility and shall manually locate any utility prior to mechanical excavation. If identified utilities are not located within the 36" area, the contractor shall notify the COR immediately.

The Contractor is responsible for confirming all dimensions and locations in the field.

2.4 PRE-CONSTRUCTION/SAFETY MEETING

The Contractor may be required to participate in a Preconstruction Conference (see FAR 52.236-26) prior to the start of work for the purpose of reviewing NIST and OFPM site safety regulations, policies and procedures; and to discuss contractual requirements. The Contractor will submit a copy of their Site-Specific Safety Plan to the Contracting Officers Representative (COR) prior to the scheduled Pre-Construction meeting for review, comment, and approval. NTP will not be issued until Site-Specific Safety Plan is approved.

2.5 SAFETY INSPECTIONS

The Government will conduct safety inspections of work performed by the Contractor. Unsafe conditions and/or practices by the Contractor will be brought to their attention for correction. The COR or Contracting Officers Safety Representative (COSR) has the authority to "STOP WORK" until the unsafe site or unsafe condition is deemed safe by the COR or COSR and then work can continue. If the Contractor is in non-compliance with safety rules and regulations the COR/COSR will notify the Contractor's site superintendent/safety point of contact verbally and in writing for immediate corrective action. Immediate corrective action is required, and a written report of corrective action(s) taken is required to be returned to the COR/COSR.

If Contractor personnel are removed from the project as the result of unsafe actions or conduct the Government may, at any time, require a meeting with the Contractor's management and safety personnel to discuss corrective actions.

2.6 INCIDENTS ON THE JOB

The Contractor is responsible for keeping the Government informed of all incidents during the execution of the project. If an on-the-job incident occurs during the execution of a project at the NIST Boulder site, the Contractor shall immediately notify the COR by phone and will submit a preliminary incident report to the COR no later than two (2) calendar days after the incident occurred. The incident report shall contain date of incident, type of incident (injury, fire, property damage, spill, etc.), a brief description of the accident, the cause of the incident, lessons learned, and corrective actions taken to prevent it from reoccurring. The contractor shall submit a final report including all the information listed above as well as any additional information as required by the CO and/or COR within seven (7) calendar days after the incident occurred.

The contractor is responsible for correcting any damage caused to the NIST Boulder site and field sites as a result of their construction work and returning the site to previous conditions at no cost to the Government.

A written report summarizing incidents for the previous month will be sent to NIST via email not later than the 5th working day of the month. The report must contain the following information:

1. NAICS Code
2. Total number of man-hours worked in the month
3. Injury and illness experience for the month
4. Near miss incidents for the month
5. Fire or property damage incidents

If deemed necessary, the Government reserves the right to conduct a full investigation of all Contractor operations associated with the incident(s).

2.8 PROPER WASTE DISPOSAL

The Contractor will remove all materials that are not an integral part of the project, including paint, chemicals and debris in accordance with all applicable Federal, State, and/or Municipal laws,

regulations, or requirements. Materials will not be disposed of by flushing them into a drainage system. When hazardous materials from the performance of this contract are disposed of off-site, submit copies of permits from applicable Federal, State, or Municipal authorities, manifests and/or certificates-of-destruction to demonstrate that the material has been disposed as per all applicable regulations.

The contractor will coordinate the location of the any dumpsters provided by the contractor for the removal of waste during the project with the COR while developing the staging plan.

If dumpster is to be located within 100 ft of a building, the contractor is required to secure all dumpster openings with covers and locks. This shall be part of the staging plan submittal to be reviewed by NIST Security and approved by COR.

2.9 STORM WATER PROTECTION/COMPLIANCE

1. Contractors are responsible for cleanup of sediment that erodes from a job site and may be held financially responsible for removal of sedimentation from streams or storm drains.
2. Contractors must protect streams, ditches, basins, drainage swales and other water bodies from deposition of sediment from sites on which they are working.
3. Soil may not be stockpiled on paved surfaces without using best management practices such as first laying down plastic and placing straw barriers on the down gradient side of the stockpile.
4. Disturbed soil must be stabilized after 14 days have passed without work being performed in that location. Temporary stabilization is acceptable for sites that are intermittently worked.
5. Soil piles remaining after completion of work must be removed before the contractor leaves the site or within 14 days of completing work whichever is earlier.
6. All disturbed soil must be stabilized before work will be accepted as complete. Ineffective stabilization (does not prevent erosion) must be replaced.
7. Stabilization work may be delayed if the soil is frozen or covered with snow/ice.
8. Any discharge to the storm drain, other than the ones listed below, is prohibited under the Municipal Separate Storm Sewer System (MS4) permit issued to the Department of Commerce Boulder Laboratories by the U.S. Environmental Protection Agency (EPA). Note: Many of these permitted discharges do not occur at the DoC Boulder Laboratories.
    a. Discharges authorized by a separate NPDES permit;
    b. Discharges in compliance with instructions of an On-Scene-Coordinator pursuant to 40 CFR part 300 or 33 CFR 153.10(e);
    c. Water line flushing;
    d. Landscape irrigation;
    e. Diverted stream flows;
    f. Rising ground waters;
    g. Uncontaminated ground water infiltration;
    h. Uncontaminated pumped ground water;
    i. Discharges from potable water sources;
    j. Foundation drains;
    k. Air conditioning condensate;
    l. Irrigation water;
    m. Springs;

n. Water from crawl space pumps;
o. Footing drains;
p. Lawn watering;
q. Individual residential car washing (not including construction equipment);
r. Flows from riparian habitats and wetlands;
s. De-chlorinated swimming pool discharges;
t. Street wash water;
u. Power washing where no chemicals are used;
v. Roof drains;
w. Fire hydrant flushing;
x. Non-storm water discharges resulting from a spill which are the result of an unusual and severe weather event where reasonable and prudent measures have been taken to minimize the impact of such discharge;
y. Emergency discharges required to prevent imminent threat to human health or severe property damage, provided that reasonable and prudent measures have been taken to minimize the impact of such discharges; and
z. Discharges or flows from firefighting activities occurring during emergency situations.

9. Construction projects greater than one acre in area or part of a larger development plan greater than one acre in area must be permitted through the EPA electronic notice-of-intent (eNOI) system. Stormwater management on projects required to be permitted under the eNOI system must comply with the EPA Construction General Permit (CGP). See below for the permitting process.
    a. A CGP-compliant Stormwater Pollution Prevention Plan must be submitted to NIST for review. The MS4 permit requires compliance with the Best Management Practices (BMPs) specified in the Urban Drainage and Flood Control District Criteria Manual. http://www.udfcd.org/downloads/down_critmanual.htm
        i. After NIST reviews and approves the SWPPP, the contractor shall submit the NOI.
        ii. The SWPPP must conform to the requirements of the Construction General Permit. Note: Revisions will be required if the SWPPP does not comply with the CGP.
        iii. Guidance for developing SWPPPs that conform to EPA requirements may be found at: http://cfpub.epa.gov/npdes/stormwater/swppp.cfm.
    b. The contractor must register on the EPA Central Data Exchange (CDX) in order to electronically file the eNOI. To register, go to https://cdx.epa.gov/SSL/CDX/terms.asp?Referer=registration&RetrievalKey=. For more information on the NOI system, go to http://cfpub.epa.gov/npdes/stormwater/enoi.cfm.
    c. The contractor shall submit the electronic NOI (eNOI) through the CDX. Submission of a hardcopy NOI is permitted by EPA but will significantly delay the review process.
    d. The contractor shall wait 14 days for approval and/or provide any information requested by EPA. A lack of response by EPA by the end of that 14 day period is de facto approval of the contractor's eNOI.
    e. The contractor may begin land disturbing work when the NOI is approved.

f. Upon completion of the project, the contractor shall submit a notice-of-termination (NOT) through the EPA CDX. The following requirements must be met prior to submitting the NOT.
    i. As-built drawings of the stormwater BMPs shall be provided to the COR.
    ii. Operations and maintenance (O&M) manuals for all stormwater BMPs shall be provided to the COR.
    iii. Final stabilization shall be complete per the requirements of the CGP.
    iv. All contractor-owned materials that may be considered potential pollutants shall be removed from the site.
    v. All construction BMPs shall be removed.
    vi. Items c and e may be waived if the contracting officer executes an agreement for the contractor to transfer the site to another contractor.

10. Development or redevelopment projects with a footprint greater than 5000 square feet are required to comply with Section 438 of the Energy Independence and Security Act of 2007 (EISA) and include stormwater BMPs that produce the predevelopment hydrology of the site, effectively resulting in a runoff coefficient comparable to grassland (approximately 0.4). This includes both the quantity and quality of runoff. This applies to the design and construction of new facilities or plans for redevelopment of facilities at the end of the life cycle. This requirement does not apply to repairs made to operable facilities such as roof repairs and resurfacing of roadways or parking areas. This requirement may also be excluded from a project if a separate project or phase of a large project is planned to meet the requirements of EISA Section 438. The COR and contracting officer will make this determination.
11. The dewatering of construction sites is covered under the MS4 permit if the groundwater to be removed meets the water quality standards in 5 CCR 1002-31 and 38 and has a total suspended solids content of less than 30 mg/L. There is no known or suspected contamination of groundwater at the DoC Boulder Labs. Discovery of suspected contamination (unusual odor, color, etc.) must be reported to the COR immediately. Dewatering and discharge to the storm sewer system may not continue until sampling and analyses have been performed and compliance with 5 CCR 1002-31 and 38 have been verified. Plans for construction projects involving excavation at or near the water table must include a plan to comply with these requirements. Portable tanks may be necessary to contain water until analytical results have been received. The use of portable tanks to contain water prior to receipt of analytical results may be required. At minimum, settling of suspended solids will be necessary. Note: Dewatering, treatment and discharge of contaminated groundwater requires a separate permit. Obtaining a dewatering permit from EPA may take up to six months.
12. On construction projects required to be permitted under the EPA eNOI system, designs must be reviewed by a landscape architect or landscape planner to ensure that revegetation will meet the requirements of the CGP and control the growth of noxious weeds. All other construction projects must comply with NIST/DoC Boulder Labs requirements for revegetation.
13. Failure to comply with applicable regulations or permit terms may result in work stoppage and/or other contractual actions.
    a. On construction sites regulated under the CGP and eNOI system, contractors must begin repairs on deficient (improperly installed, missing or ineffective) stormwater BMPs on the day on which the deficient condition is first observed and complete repairs by the

end of the following day unless replacement of the BMP is required. The CGP allows 7 days for replacement of BMPs. Any failure to adhere to this requirement must be noted in the SWPPP log and reported to the COR.

b. For projects not regulated under the CGP and eNOI system, if deficient stormwater protection exists at the fault of the contractor, the contractor shall make repairs according to the schedule in Item 1, aside from the requirement to document in the SWPPP log.

c. If corrective actions are the responsibility of the government and require separate contract actions, acquisition of contractor services and/or procurement of materials will be initiated by NIST AMD within 72 hours of receipt of a defined requirement and evidence of availability of funds.

2.10 FIRE PREVENTION/PROTECTION

The contractor will comply with all fire prevention recommendations of the International Fire Code - 2003 edition, and the National Fire Protection Association (NFPA) Regulations which are incorporated herein by reference. The Contractor will also comply with the applicable recommendations of NFPA Chapter 10 entitled “Portable Fire Extinguisher” and for each area of construction where combustible materials and/or flammable liquids are present; the Contractor must provide their own fire extinguishers. The fire extinguishers should be located in easily accessible places where the work is being performed. The Contractor will maintain fire ratings in walls by ensuring wall penetrations made by the Contractor are filled with a UL approved fire stopping material and applied consistently with manufacturer recommendations.

The Contractor shall obtain a "**Hot Work Permit**" from the COR for use of open flame devices, such as blow torches, portable furnaces, tar kettles or gas and electric welding and cutting equipment. Hot Work permits should be requested at a minimum of 48 hours prior to the start of work. The Contractor will be held liable for any loss of Government property damage, injury and loss of life due to fire. Failure to comply with fire prevention measures as described by the terms of this statement of work may result in the Contractor paying penalties for damages caused by negligence. Duration of hot work permits shall not exceed one week – in some circumstances upon written request to the COR a Hot Work Permit may be issued on a weekly basis (i.e. Monday morning to close of business on Friday). Prior to the commencement of work, fire watches and the signed Hot Work Permit shall be posted in the work area. All Hot Work Permits must be returned to the COR once hot work is complete or the permit has expired.

The Contractor is bound by Executive Order 13058, Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace. Smoking is prohibited within 25 feet of building entrances/exits/roll-up doors and building HVAC systems fresh air intakes. Contractor smoking areas must be designated for long term construction and the use of NIST provided smoking areas is required while on NIST property.

2.11 EMERGENCY RESPONSE PROCEDURES FOR THE UNSCHEDULED MINOR DISTURBANCES OF ASBESTOS-CONTAINING MATERIAL (ACM)

Prior to commencement of the contract, the COR (or Safety, Health and Environment Office personnel) will review locations of known asbestos containing materials (ACM) with Contractor. However, there may be unidentified ACM in the work area. All work, including contact with and handling of hazardous materials, the disturbance or dismantling of structures containing hazardous materials and/or the disposal of hazardous materials will comply with the applicable federal, state and municipal safety and health requirements (40 CFR 761,40 CFR 61, CDPH&E Chapter 8), including training, certifications, medical surveillance, sampling and inspections. The DOC Boulder – Engineering, Maintenance, Safety & Support Division Emergency Response Procedures for the Unscheduled Minor Disturbances of Asbestos-Containing Material (ACM) are outlined below.

When an identified or suspect VAT/mastic, TSI, surfacing, or miscellaneous ACM is identified or undergoes an unscheduled or inadvertent minor disturbance resulting in damage to or exposure of the material, the individual causing or discovering the disturbance will immediately implement the following actions:

1. **Do not** attempt to clean up or repair the damage.
2. Notify occupants in the immediate area regarding the occurrence and vacate the area as quickly as possible to prevent any further disturbance of the material.
3. Notify occupants in any immediately adjacent areas regarding the occurrence.
4. Secure the immediate area where the damage or spill occurred by closing and locking doors, if possible, or by initiating any other actions that would prohibit entry to the area.
5. Contact the COR immediately after securing the area to provide notification regarding the damage or spill. If the COR cannot be immediately contacted, call the OFPM Service Desk (303-497-3191). Include the following information, if possible:
    a. Building number/room number or description of the area where the damage or spill occurred;
    b. Description of the material that was damaged or spilled and a brief summary of how it occurred;
    c. Approximate time of the occurrence;
    d. Name and telephone number of the individual causing or discovering the damage or spill;
    e. Description of the methods implemented to secure the area from access of personnel and/or further disturbance.
6. OFPM will dispatch trained and certified emergency response personnel to the area of the damage or spill to conduct the proper emergency clean-up or repair actions as soon as possible.
7. Entry to the immediate area and any adjacent areas designated by the OFPM personnel shall be strictly prohibited until the area is deemed uncontaminated and safe for re-occupancy.
8. The COR shall arrange to perform tests to determine if the material is hazardous.
9. If the material is found hazardous and additional protective measures are needed, a contract change may be required, and the Contractor will submit a change order request to the COR for review.

PART 3: PERSONAL/PHYSICAL SECURITY & PROPRIETARY INFORMATION

3.1 GENERAL

The Contractor/subcontractor will be responsible for all security aspects of work performed under this contract. Security is an individual responsibility.

3.2 CONTRACTOR'S SECURITY POINT OF INTEREST

The Contractor will provide to the COR the name, address and telephone number of a "Point of Contact" for receipt or notification of security related matters at or before the Preconstruction Conference.

3.3 PERSONAL SECURITY & EMPLOYEE IDENTIFICATION

The Contractor will fill out and require each of the Contractor's/subcontractor's employees performing contract work to fill out, all forms that may be necessary for security as specified by the COR, the CO, and Department of Commerce Security Department. These forms will be submitted to the Government via a secure website provided by the COR. **THIS INFORMATION IS PERSONAL IDENTIFIABLE INFORMATION AND SHALL NOT BE EMAILED**. Two ID's are required, one of which must be a current picture ID and Green Card if required. The Contractor shall submit these forms as soon as possible after award but no later than thirty days following Notice to Proceed (NTP).

DoC issued identification must be worn above the waist in PLAIN SIGHT at all times. Allowing other employees to use the security ID for any reason other than access to the NIST site is cause for immediate removal from the site. A successful security background investigation must be completed prior to the issuance of formal ID's and keys.

The contractor shall provide to the COR the names of individuals needing access so they can be scheduled for the security training and review of their paperwork. All paperwork must be filled out prior to the scheduled time for submittal of the forms. **Any Contractor Employee attempting to obtain a badge without the prior scheduling with the COR will be turned away.** Each construction area requires at least one Contractor employee to obtain a Personal Identity Verification (PIV) badge. For each construction area, a PIV badged Contractor employee shall be on-location daily during the duration of the project. The Contractor shall make an effort to obtain these identification badges within the first thirty days following NTP.

ALL individuals' names needing access for work outside of normal business hours work MUST be provided to the COR, in writing, 10 working days prior to the scheduled work. Approval of request, by NIST Security, is required prior to after-hours access.

The COR MUST have, in writing, twenty-four hours' notice of deliveries by vendors. The company making the delivery, the driver's name, and the location the delivery is to be made MUST be provided. Access into the buildings WILL NOT be allowed by delivery personnel. Any unscheduled deliveries may not be allowed on site.

BADGE TYPE	ACCESS	REQUIREMENTS (minimum)	DURATION	NOTES
29 Day Paper	Site only, escort required inside of all buildings	Visitor Registration system entry	29 days	Advance notice required, not intended for daily access
179 Day Paper	Site only, escort required inside of all buildings	DN52 form required, company name, Prime or sub-contractor employee	179 days	Turned in on Wednesdays, takes one week to process
Site badge (less than 6 months)	Building access, no escort required	NAIS form, fingerprints	Up to 6 months	
Site badge (more than 6 months)	Building access, no escort required	NAIS form, fingerprints, background check	Over 6 months, until PIV badge is issued	This badge is issued for individuals awaiting a PIV badge
PIV badge	Building access, no escort required	NAIS form, fingerprints, background check, e-Qip	Up to 5 years with annual renewal by COR	**THIS BADGE PROCESS TAKES APPROXIMATELY SIX MONTHS**

*This is a brief badge summary, subject to change. Confirm current requirements with COR.

PART 4: PROJECT PROCEDURES

4.1 GENERAL DESCRIPTION

The contractor will supply all management, supervision, labor, materials and equipment required for the successful completion of the project for the entire length of this contract. The contractor is required to have an authorizing employee on-site at all times while work is being performed.

This project must be completed within the contracted period of performance (per FAR 52.211-10). With initial proposal and prior to commencement of work the contractor must provide detailed project schedule in Microsoft Project or other scheduling software to the COR for acceptance. Final schedule shall be agreed upon after NTP at post-award meeting.

Notify the COR of the work progress and any required inspections three working days in advance of all inspections. Upon substantial completion, request a punch list inspection with the COR and CO five working days in advance. COR will submit to CO and Contractor a written list of items requiring completion or correction. Contractor will respond to list with an anticipated schedule of completion of outstanding items.

The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

The coordination of activities between the COR, the contractor and the building occupants is critical in an effort to minimize disruption of the research and damage to ongoing experiments. The notification of building occupants is the COR's responsibility.

Entrance into laboratories is normally not required. If entrance into the area is required the contractor shall contact the COR or his/her designee a minimum of 5 working days prior, and arrangements with the owner/occupant to ensure work to be performed will not disrupt or damage technical experiments/projects in the specified area will be coordinated.

When special entrance requirements are deemed necessary the COR and or his/her designee will make arrangements for contractor personnel to have the necessary briefings and training prior to entrance into the specified area.

To the extent possible, the contractor must assign specific staff to this site and this contract.

4.2 PROJECT DOCUMENTATION PROCEDURES

All submittals shall be submitted to the COR in a timely manner to allow ten working days for review. The return of disapproved submittals and their resubmission is not a basis for time extension. All Requests For Information (RFI) shall be submitted in writing and will be returned by the COR in a timely manner. Notify the COR via RFI with any conflicts associated with this Scope of Work, drawings and any appendixes in a timely manner.

4.3 PERMIT REQUIRED OPERATIONS DURING CONSTRUCTION OR MAINTENANCE ACTIVITIES

To ensure safety as a priority, to ensure individuals performing certain operations have the appropriate training and equipment, and to prevent unnecessary utility outages DOC has the following permits which are required when performing tasks/functions to support this contract/project.

The policies and procedures can be obtained from the Government COR/Operations Supervisor and are required prior to the work being performed.

The activities requiring permits are:

1. Roof Access Permit (48-hour advance notice to COR)
2. Penetration Permit - walls, floors, ceilings, and roofs (48-hour advance notice to COR)
3. Hot Work Permit (48-hour advance notice to COR)
4. Fire Protection System Impairment Permit (5 working days advance notice to COR)
5. Excavation Permit (48-hour advance notice to COR)

All organizations performing work on behalf of the DOC are also required to have a current Lock-out/Tag-out policy and all employees must be currently indoctrinated on company procedures. If necessary, OFPM has a policy/procedure that can be obtained from the COR/ Operations Supervisor.

Maintain a record set of all inspections, permits or other authorizations necessary for the work to proceed.

4.4 MAINTENANCE OF WORK SITE

Because this facility has 24/7 operation, work sites shall be kept in an organized, safe and clean manner (see FAR 52.236-10). Debris and garbage shall be cleaned at the end of each work day. Any materials or equipment stored in approved areas shall be left in an orderly manner. Regular maintenance of working areas shall be the responsibility of the contractor (ie. outside areas shall be mowed if necessary, hallways shall be swept and kept clear of trip hazards). The Contractor shall perform final cleaning and detailing of work areas at completion of the project (see FAR 52.236-12).

4.5 WORK REQUIRING ADVANCE NOTICE AND COORDINATION

NIST is a functioning laboratory facility operating on a 24/7 schedule. As such, 10 working days' notice to the COR is required for any activity that could potentially impact NIST employee safety, work or facility operation outside of the work area. These activities include, but are not limited to, utility outages; parking lot or road closures; work impacting access to corridors or spaces outside of the work area; loud work such as core drilling, jack-hammering, etc.; work creating vibration; and work that may produce odors. Any outages impacting significant research activities will require a minimum of 10 and up to 25 working days' notice to COR for coordination unless otherwise noted in contract.

Appendix

Roof Access Permit

Penetration Permit

Hot Work Permit

Fire Protection System Impairment

Excavation Permit

Roof Access Permit

Roof Access Permit

Please complete and provide to BSHED prior to accessing rooftops. Refer to the NIST Boulder Roof Access Process policy for additional information. Note: A Project Specific Work and Fall Protection Plan may be required based on the complexity of the project.

Section I. General Information	Request Date:	Requesting Division:	
	Requestor's Name:	Requestor's Phone:	
	Location of Work (Bld & Wing):		
	Name(s) of Personnel Authorized to Perform Work:		
	Project Duration:	Start Date:	Finished Date:
Section II. Operation(s) Conducted	☐ Changing Filters	☐ Electrical Troubleshooting	☐ Reroofing/ Roof Inspection
	☐ Demolition	☐ Equipment Check/Calibration	☐ Rigging
	☐ Drilling	☐ Equipment Install/Repair	☐ Sand/Bead Blasting
	☐ Electrical Installation/Modifications	☐ Painting	☐ Welding/Cutting (Hot Work)
	☐ Other (Describe):		
Section III. Work Tools & Materials	☐ Carts/Dollies	☐ Hand/Power Tools	☐ Mechanical Equipment
	☐ Cranes	☐ Hazardous Chemicals	☐ Pipe Threaders
	☐ Electrical Tools	☐ Instruments	☐ Scaffolding
	☐ Generators	☐ Ladders	☐ Welders/Torches
	☐ Other (Describe):		
Section IV. Safety Precautions	**Control of Hazardous Energy (Lockout/Tagout):** ☐ Electrical Shutdown ☐ Exhaust Shutdown ☐ RF Energy Shutdown ☐ Other:	**Fall Protection:** ☐ Personal Fall Arrest ☐ Personal Fall Restraint ☐ Guard Railings ☐ Warning Lines ☐ Other:	**Fire Prevention:** ☐ Barriers ☐ Detection Sensor Protection ☐ Hot Work Permit ☐ Welding Curtains ☐ Other:
	Safety Training: ☐ Fall Protection ☐ Lockout/Tagout ☐ PPE ☐ Other:		
	☐ Other Special Precautions (Describe):		
Section V. Approvals	The following acknowledgements are required prior to safe access:		

Representative	Printed Name and Signature	Date
Division Chief, Group Leader, or COR of Requesting Party		
BSHED Designee		
OFPM Designee (acknowledgement)		
Affected Laboratory Contact (if applicable)		
Affected Laboratory Contact (if applicable)		

Roof Access Permit - Project Specific Work and Fall Protection Plan

This plan shall describe, in detail, the specific practices, equipment, and methods used to protect workers from fall hazards while working on NIST's roofs. The plan shall be updated as conditions change.

General Information	Description of the project or tasks to be performed:		
Section II. Potential Fall Hazards	Identify all fall hazards (check all that apply):		
	☐ Floor/Wall Openings	☐ Ladders	☐ Open-sided Floors/Roofs
	☐ Open-sided Ramps/Runways	☐ Scaffolds	☐ Skylights
	☐ Other (Describe):		
Section III. Fall Controls	Methods of fall protection to be used (check all that apply):		
	☐ Catch Platform	☐ Covers (Floor & Wall Openings)	☐ Engineered Anchors
	☐ Guardrails	☐ Horizontal Life Lines	☐ Personal Fall Arrest System
	☐ Personal Fall Restraint System	☐ Safety Net	☐ Warning Lines
	☐ Other (Describe):		
Section IV. Plan Specifics	**Describe procedures for assembly, maintenance, inspection, disassembly of fall protection system to be used:**		
	Describe procedures for handling, storage, and securing tools, equipment, and materials:		
	Describe methods of overhead protection for workers who may be in, or pass through work area:		
	Describe methods to be implemented for prompt, safe removal of injured worker(s):		

Section V. Training	Employees who received fall protection training on the above site specific fall protection work plan.	
	Printed Name	**Date**
	Name & Title of Trainer:	
Section VI. Additional Information	Provide any additional information or drawings as necessary.	

Penetration Permit

NIST-898
(8-2016)
NIST S 7101.04

U.S. DEPARTMENT OF COMMERCE
NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY

NIST / OFPM SURFACE PENETRATION PERMIT
WORK PERFORMED USING STANDARD SURFACE PENETRATION METHODS

WORK DESCRIPTION

Scope of Work

Workers	Date	Building Manager / Facilitator or Supervisor

PROJECT EVALUATION

- ☐ A building review and walk down of accessible sides of the surface that will be disturbed has been performed to identify:
- ☐ Have "As-Built" drawings been reviewed? Explain:
- ☐ Are there visible indications that utilities and equipment might be present? Explain:
- ☐ Are there utilities and equipment that might be disturbed during the work activity? Explain / Attach Mitigation Controls:
- ☐ Will dust or debris be a housekeeping issue? Explain / Attach Mitigation Controls:
- ☐ Do noise limits need to be established? Explain / Attach Mitigation Controls:
- ☐ Is a Fire Protection System (FPS) impairment required? Explain / Attach Impairment:
- ☐ Is there asbestos containing material present (ACM), lead based paint (LBP) or silica present? Explain / Attach Survey:

The project will be performed using one of the following standard surface penetration methods. Additional utility locate measures are not necessary. Check the method(s) to be used:

- ☐ Hanging pictures or board where the length of the nail or screw will not fully penetrate the wall material
- ☐ Penetrations into drywall, sheetrock, or similar construction material with the following tools:
- ☐ Drill fitted with a bit stop to prevent penetration beyond the depth of the material
- ☐ Utility knife or other cutting tools where the blade is adjusted to prevent penetration beyond the depth of the material

PROJECT CONTROLS AND INSTRUCTIONS

Comply with the following controls and instructions when making surface penetrations.

X STOP WORK immediately if:

- You encounter unexpected utilities
- Your tools meet unexpected resistance / smoke
- You damage utilities during the work activity
- You encounter Suspect Asbestos Containing Material

- ☐ Use a ground fault circuit interrupter when using corded electrical power tools. Test before use.
- ☐ Do not penetrate into a single layer of drywall, sheetrock, or similar construction material unless both sides can be visually inspected to verify the absence of utilities that may be disturbed.
- ☐ Once initial penetration is complete, use a fiber optic scope, or equivalent technique approved by the OFPM Safety, Health and Compliance Group to verify the absence of utilities prior to proceeding with work.

Surface Penetration Permit Approved by:

Printed Name / Title:	Signature Date:

Hot Work Permit

NISTSafety

Permit No. XXXX

NIST

OFPM

Hot Work Permit

This Hot Work Permit is required for any operation involving open flame, heat producing, or spark creating work. This work includes: welding, cutting, brazing, grinding, soldering, thawing pipe, torch applied roofing, or chemical welding.

SECTION I. Preparation.

Date:_____ Bldg./Rm. Number:_____ Hot Work by: NIST Employee ☐ Contractor ☐

Description of work to be performed:_____

_____

_____

Hot Work performed on: _____

Section II. Work Process (check all that apply):

☐ arc welding ☐ open flame cutting ☐ power saw metal cutting ☐ drilling

☐ gas welding ☐ soldering ☐ open flame heating ☐ grinding

Section III. Fire Safety Requirements (check all that apply):

- ☐ Flammable liquids at least 35 feet from edge of hot work zone
- ☐ Combustible liquids at least 35 feet from edge of hot work zone
- ☐ Flammable/combustible solids with an NFPA 704 flammability hazard relocated 35 ft.
- ☐ Electrical tools rated for appropriate Class I or II atmosphere
- ☐ Hot slag provisions required
- ☐ Control of open flames required
- ☐ Floor swept clean of combustibles (35 ft. min.)
- ☐ Work coordinated with others in the area
- ☐ Ductwork blanks required
- ☐ Overhead spark/slag collection required
- ☐ Hand held fire extinguisher required (minimum rating of 2A:40B:C)
- ☐ Fumes to be controlled
- ☐ Arc-welding screens installed
- ☐ Fall protection required
- ☐ Ingress/egress planned
- ☐ Barricades required
- ☐ UV/IR detectors impaired
- ☐ Area to be wetted
- ☐ LOTO required
- ☐ CSE Permit required
- ☐ Sprinklers serviceable
- ☐ Sprinklers impaired
- ☐ Fire watch available and on station during hot work and for at least 30 minutes after completion of the last hot work
- ☐ Impairment Permit Required

Section IV. Approvals/Concurrence. (Sign, print name, date, and phone)

I certify by signing this permit all requirements have been taken as required. When the job is completed, person performing hot work marks the card portion "Complete," and is responsible for returning it to EMSS Safety.

COTR\NIST Supv:_____ OSHE/EMSS Safety Rep: _____

Print Name_____ _____

Telephone Number:_____ _____

Person Performing Hot Work:_____ Fire Watch:_____

Print Name _____ _____

Telephone Number:_____ _____

Permit Expiration: From: Date/Time _____ To: Date/Time: _____

Emergencies Call 911 and 303-497-7423

Fire Protection System Impairment

NIST BOULDER FIRE PROTECTION IMPAIRMENT PERMIT

Instructions: This form is used to request impairments of the fire alarms, sprinklers, fire hydrants, and water supply/agent supply. The Contracting Officer Technical Representative (COTR) shall submit this completed form prior to doing work in any NIST Building. Complete a separate FIRE PROTECTION IMPAIRMENT PERMIT request for each location if multiple locations are required.

PART I. Initial Request Information (Originator).

Originator: _____ Originators Work Phone #: _____ Originators Cell Phone #: _____
Work to be performed in (Please be specific): Building: _____ Location/Room #: _____
Contractor: _____ Contractors Work Phone #: _____

Description of work: _____

Work Activities Include (Check all that apply):

Dust/Fume Generation ☐ Adding/Removing Fire Alarm Devices ☐ Electrical Outage ☐ Water Outage- Sprinkler or Hydrant ☐

Welding/Soldering/Grinding ☐ Sprinkler Mods ☐ Clean Agent Mods ☐ Demolition/remodeling ☐ Maintenance to FP System ☐

Designated Construction Zone: ☐ /Duration _____

Duration of Impairment:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date:							
Start Time:							
End Time:							

TYPE OF IMPAIRMENT REQUEST: Planned ☐ Emergency: ☐ Fire Alarm: ☐ Water System: ☐ Clean Agent System: ☐
Send Initial FIRE PROTECTION IMPAIRMENT PERMIT Request to: fireimp-mail@nist.gov.

PART II. Impairment Requirements (Impairment Coordinator).

Requirements (impairment options): _____

Impairment to be verified by: Contractor: ☐ COTR: ☐ IC: ☐

Risk Determination: RAC 1 ☐ RAC 2 ☐ RAC 3 ☐ RAC 4 ☐ RAC 5 ☐

Impairment Coordinator returns this FIRE PROTECTION IMPAIRMENT PERMIT to Originator

PART III. Impairment Verifications.

A. Impairment Verification by Originator:

Impairment Signs Posted: ☐ Impairment Applied: ☐ Verified by (Insert Name): Contractor: _____/Date: _____
COTR: _____/Date: _____
IC: _____/Date: _____

Return this impairment verification FIRE PROTECTION IMPAIRMENT PERMIT to: fireimp-mail@nist.gov

B. System Restored by Originator:

Impairment Removed: ☐ Impairment Signs Removed: ☐
Return this system restoration verification FIRE PROTECTION IMPAIRMENT PERMIT to: fireimp-mail@nist.gov

Impairment Coordinator: _____/Date: _____
Rev Date 6/2014

Appendix D – Excavation Permit

Excavation Permit Form

Date /Time of Excavation: _____

Supervisor or COTR over seeing Excavation: _____

Contact Information: _____

Contractor/ Gov. Person performing Excavation: _____

Contact Information:_____

Project Description/ Work Order #/ Reason for Excavation:

_____

_____

_____

_____

_____

Site leader for the excavation Single POC is:_____

Cell Phone #_____

Locates have been performed and inspected by Excavation leader and all safety issues such as shoring, hand digging requirements and tamping are in place. The site leader named above is responsible for all aspects of this excavation and has reviewed with all individuals the safety requirements and the scope of work required.

YES [ ] NO [ ] Date/Initial; _____

I have reviewed this permit request with the COTR/Supervisor and appointed Site Competent Person and approve this excavation:

EMSS Operations Manager/designee: _____date_____

2 Copies of Permit are required, 1 - onsite at Excavation 2- on file at EMSS Safety Group.

Appendix A

NIST SAFETY PLAN REQUIREMENTS CHECKLIST

CONTRACT NAME	**Site-wide Painting Project**
CONTRACT NUMBER	**TBD**
COR	**Smith**
DATE	4-Mar-26
NIST CHECKLIST PREPARER	Smith

All checked items must be included in a written safety plan and be accepted by the government prior to any work starting. All requested documentation must be submitted. Job Hazard Analysis (JHA) for jobs with few task are expected to accompany the safety plan, jobs with multi-task can be submitted sequentially as the job progresses. **RETURN CHECKLIST COPY WITH REQUIRED INFORMATION LOCATION IDENTIFIED IN THE RIGHT MARGIN BELOW**

Written Description Required

YES	NO	N/A	WRITTEN REQUIREMENTS	*Identify location of in submitted Safety Plan.
X			Contractor shall comply with the OSHA General Duty Clause 5(a)1 and 29 CFR 1926 & 29 CFR 1910 as applicable. Additionally the contractor is obligated to comply with USEPA, CDPH&E, NIST Boulder Laboratories Security Office, Office of Safety, Health, & Environment, and Division of Engineering, Maintenance, & Support Services.	
			The following are the minimal requirements that must be covered within the written safety plan:	
X			Company's Health, Safety, & Environmental Policy.	
X			Subcontractor Safety Management	
X			Emergency Response Plan	
X			Hazard Communications Policy	
X			Accident Investigation Policy to include Root Cause Analysis	
X			The following must be addressed if it is within the scope of work of the project, this will include the providing of special licenses/training certificates that employees have completed to be designated as a competent person for the project. **Job Hazard Analysis (JHA) must be submitted prior to any work beginning or a permit is issued.**	
X			**PPE & Life Safety (29 CFR 1926 Subpart E)** site minimum PPE consist of ANSI Approved safety glasses, hardhats, work boots, high vis shirts/vest. Then as required hearing protection, gloves, fall protection gear, and emergency eyewash for corrosive chemicals and concrete work.	
	X		**Fire Protection (29 CFR 1926 Subpart F)** to include use/storage of flammable and combustible materials, use of LP Gas, use of temporary heating devices.	
	X		**Material Handling (29 CFR 1926 Subpart H)** Site plan for material storage. Copies of training certificates for all operators of material hoist, personnel hoist, aerial lifts. Cranes and derricks require a site and lift plan prior to lift.	
X			**Tools-Power & Hand(29 CFR 1926 Subpart I):** Contractor shall provide information concerning Assured Grounding Policy. Due to the site's purpose the contractor will ensure that all electrical power tools are properly connected to GFCI's.	
	X		**Welding/Cutting/Hot Work (29 CFR 1926 Subpart J):** Contractor shall ensure that all welding/cutting/hot work is done in accordance with applicable equipment safety measures. This will include use of screens and/or blanks. Contractor will coordinate to ensure COR has submitted appropriate Impairment permits and request Hot Work Permit from Safety Group. All hot work must have Hot Work Permit posted in area.	
	X		**Scaffolding & Ladders (29 CFR 1926 Subpart L):** Contractor shall ensure that the proper ladder is being used correctly. Scaffolding other than rolling type, will be erected by a Competent Person, with scaffold grade planking, guardrails, and contractor will address fall protection measures to be used. Contractor will maintain copies of all daily scaffold inspections	

Appendix A

		X		**Fall Protection (29 CFR 1926 Subpart M):** Contractor shall provide a fall protection plan and a fall rescue plan. All floor and wall openings will be guarded with approved guardrails/barricades. All employee's effected by the fall protection plan must have attended training IAW 1926.503(b) and provide copies of training certificates. Contractor must ensure that a licensed PE has designed all fall protection systems. For roof work, contractor must obtain a Roof Permit from EMSS Safety Office.
		X		**Excavation & Trenching (29 CFR 1926 Subpart P):** Contractor must perform Utility Locates prior to beginning. Contractor will provide site drawing of proposed excavation/trench. Excavation/trench greater than 4ft deep must be protected from cave-in, contractor to provide method of protection. If greater than 20ft in depth protection system/method must be designed by a licensed PE. Contractor must perform daily inspection of excavation/trench, to included hazardous atmosphere if they exist. Contractor must provide certificate of training for Competent Person and also a rescue plan in the event of a cave-in. Contractor will work with COR to secure an excavation permit from EMSS Safety Group. All excavation/trench's must be protected by fencing or barricades.
		X		**Electrical (29 CFR 1910 Subpart S, 29 CFR 1926 Subpart K, NFPA 70E)** Contractor shall provide training documentation in accordance with the standards outlined in NFPA 70E, Article 110.6E. Contractor shall ensure workers have appropriate PPE to perform assigned work.
		X		**Toxic & Hazardous Substances (29 CFR 1926 Subpart Z) (29 CFR 1910 Subpart Z)** Contractor shall comply with standards set forth in all sections of 1910.1001, 1926.1101, all applicable Appendix's and CDPH&E Reg 8 .
		X		**Permit Required Confined Space (29 CFR 1910.146 & 1926, Subpart AA):** Contractor will provide training certificates for all entrants, attendants, rescue personnel. Contractor will provide permit entry system/methods, rescue plan, ventilation methods, additional PPE to be used, LOTO methods used, & air monitoring methods used. Contractor will provide completed copy of permit after work is completed. A copy of the permit must be posted at entrance will work is ongoing.
		X		**Control of Hazardous Energy (Lockout/Tagout)(29 CFR 1910.147 & 1926.417):**Contractor must adhere to NIST supplemental EMSS LOTO Procedures for existing equipment. COR & Contractor will acquire procedures from EMSS Safety Group prior to work beginning. Contractor will provide training certificates for all personnel performing LOTO work. If new equipment is being installed, contractor will utilize their own LOTO procedure until equipment is tied into NIST services.
			General Safety Measures:	
X				**Environmental Protection:** If required Contractor will obtain Storm water Permit and submit a SWPP for acceptance. All waste generated will be disposed of properly. Contractor is responsible for all waste, general & hazardous. Contractor will perform general housekeeping IAW 29 CFR 1910 & 1926.
X				Contractor shall take all necessary precautions to prevent injury to the public, building occupants, and property. This will include the use of hazard signage, fences, barricades, and any other approved methods. Contractor shall not create any obstructions when storing materials or performing assigned work. Access & egress must be maintained at all times for occupants and employees. Contractor shall provide a site drawing for locations used to store materials & equipment. This will include the use of secondary containment for hazardous materials. MSDS's must be present and all containers in use must be properly labeled with associated hazards. **When requested the contractor shall provide copies of air and noise monitoring and specialty toxic material usage (Stainless steel welding, etc)**

Appendix A

X				NIST utilizes a **3-Stikes & Out** Policy in regards to safety violations. If safety violation is observed EMSS Safety office and Contractor Safety manager will correct (**Strike 1**). If same employee has another safety violation EMSS Safety office & Safety Manager will again correct (**Strike 2**). If that employee has another safety violation (**Strike 3**) the EMSS Safety office will have the employee removed from site and have employees badge privileges will be revoked by DOC Police.
				Site Specific Permits Needed
		X		Impairment Permit
		X		Hot Work Permit
		X		Roof Permit
		X		Excavation Permit
		X		Penetration Permit
		X		Storm water Protection Permit
		X		Energized Electric Work Permit
		X		Tower Climbing Cert's

Periodic updates to the submitted safety plan or JHA's may be required if scope or techniques differ from original submission

CONTRACTOR SAFETY REPRESENTATIVE NAME & PHONE NUMBER

APPENDIX 12.10.E: Exchange of Lockout/Tagout Program

The lockout/tagout standard requires that NIST exchange energy control procedures with outside employers who service and/or maintain NIST equipment/machines that require lockout/tagout. This form is used to notify both parties that they must comply with the restrictions and prohibitions of those procedures. This form shall be completed by the Contracting Officer's Representative in conjunction with the outside employer's representative. The exchange of information must occur before service/maintenance activities begin. If NIST workers will also be working on this equipment or in surrounding areas, this document must be attached to the Energy Control Procedures.

I. Identification of Outside Employer:

Name: _____ Phone: _____

Address: _____

Project Name/Equipment: _____

II. □ Check here to indicate that energy control procedures for the equipment/machine have been exchanged.

Comments: _____

_____

III. After comparing the two Lockout/Tagout programs, note any additional restrictions/prohibitions below:

_____

_____

IV. Affected Personnel (listed below) shall understand and comply with these differences (use additional paper as needed and attach).

(Printed Name) (Signature)

_____ _____

_____ _____

_____ _____

_____ _____

V. Acknowledged acceptance of the provisions of this form:

Outside Employer Representative: _____ _____

(Signature) (Date)

NIST Contact: _____ _____

(Signature) (Date)

"General Decision Number: CO20260007 05/18/2026

State: Colorado

Construction Types: Highway

Counties: Colorado Counties of
Boulder

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ENGI0009-011 05/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: (6)-CRANE (91-140 TONS)	$ 37.34	15.20
POWER EQUIPMENT OPERATOR: (5)-DRILL RIG CAISSON (WATSON 2500 SIMILAR OR LARGER), CRANE (51-90 TONS), SCRAPER (40 CU.YD AND OVER),)	$ 35.41	15.20
POWER EQUIPMENT OPERATOR: (4)-SCRAPER (SINGLE BOWL, UNDER 40 CU. YD), CRANE (50 TONS AND UNDER)	$ 35.20	15.20
POWER EQUIPMENT OPERATOR: (3)- DRILL RIG CAISSON (SMALLER THAN WATSON 2500 AND SIMILAR)	$ 35.03	15.20

SUCO2011-002 09/15/2011

	Rates	Fringes
TRUCK DRIVER: WATER TRUCK	$ 20.64	5.27
TRUCK DRIVER: TRUCK MOUNTED ATTENUATOR	$ 12.43	3.22
TRUCK DRIVER: SEMI/TRAILER TRUCK	$ 18.39	4.13
TRUCK DRIVER: PICKUP AND PILOT CAR	$ 13.93	3.68
TRUCK DRIVER: MULTI-PURPOSE SPECIALTY & HOISTING TRUCK	$ 16.41	4.97
TRUCK DRIVER: LOWBOY TRUCK	$ 17.25	5.27
TRUCK DRIVER: DUMP TRUCK	$ 16.41	5.27
TRUCK DRIVER: DISTRIBUTOR	$ 21.69	5.27
TRAFFIC SIGNALIZATION: GROUNDSMAN	$ 18.52	3.59
POWER EQUIPMENT OPERATOR: TRACTOR	$ 13.13	2.95
POWER EQUIPMENT OPERATOR: SCREED	$ 22.67	8.72
POWER EQUIPMENT OPERATOR: ROTOMILL	$ 16.22	4.41
POWER EQUIPMENT OPERATOR: ROLLER/COMPACTOR (DIRT AND GRADE COMPACTION)	$ 22.32	8.72
POWER EQUIPMENT OPERATOR: OILER	$ 22.77	9.22
POWER EQUIPMENT OPERATOR: MECHANIC	$ 22.97	8.72
POWER EQUIPMENT OPERATOR: LOADER (FRONT END)	$ 22.67	8.72
POWER EQUIPMENT OPERATOR: GUARDRAIL/POST DRIVER	$ 16.54	4.10
POWER EQUIPMENT OPERATOR: GRADER/BLADE	$ 22.67	8.72
POWER EQUIPMENT OPERATOR: FORKLIFT	$ 15.91	4.27
POWER EQUIPMENT OPERATOR: DRILL	$ 21.42	2.88
POWER EQUIPMENT OPERATOR: BULLDOZER	$ 26.90	5.59
POWER EQUIPMENT OPERATOR: BROOM/SWEEPER	$ 22.83	8.72
POWER EQUIPMENT OPERATOR: BOOM	$ 22.67	8.72
POWER EQUIPMENT OPERATOR: BOBCAT/SKID LOADER	$ 15.37	4.28
POWER EQUIPMENT OPERATOR: BACKHOE/TRACKHOE	$ 21.70	5.51

POWER EQUIPMENT OPERATOR: ASPHALT SPREADER.....$ 22.67 8.72
POWER EQUIPMENT OPERATOR: ASPHALT ROLLER.....$ 23.01 9.22
POWER EQUIPMENT OPERATOR: ASPHALT PAVER.....$ 24.19 6.58
POWER EQUIPMENT OPERATOR: ASPHALT LAYDOWN.....$ 22.67 8.25
PAINTER (SPRAY ONLY).....$ 16.99 2.87
LABORER: TRAFFIC CONTROL (SETS UP/MOVES BARRELS,
CONES, INSTALLS SIGNS, ARROW BOARDS AND PLACE
STATIONARY FLAGS) (EXCLUDES FLAGGERS).....$ 12.43 3.22
LABORER: TRAFFIC CONTROL (FLAGGER).....$ 9.55 3.05
LABORER: PIPELAYER.....$ 16.74 1.89
LABORER: MASON TENDER- CEMENT/CONCRETE.....$ 16.29 4.25
LABORER: LANDSCAPE AND IRRIGATION.....$ 12.26 3.16
LABORER: CONCRETE SAW (HAND HELD).....$ 16.29 6.14
LABORER: COMMON OR GENERAL.....$ 16.29 4.25
LABORER: ASPHALT SPREADER.....$ 18.58 4.65
LABORER: ASPHALT SHOVELER.....$ 21.21 4.25
LABORER: ASPHALT RAKER.....$ 16.29 4.25
IRONWORKER: STRUCTURAL (EXCLUDES GUARDRAIL
INSTALLATION).....$ 18.22 6.01
IRONWORKER: REINFORCING (EXCLUDES GUARDRAIL
INSTALLATION).....$ 16.69 5.45
HIGHWAY/PARKING LOT STRIPING: PAINTER.....$ 12.62 3.21
GUARDRAIL INSTALLER.....$ 16.21 3.63
FENCE ERECTOR.....$ 15.96 3.46
ELECTRICIAN.....$ 33.39 7.64
CEMENT MASON/CONCRETE FINISHER.....$ 17.39 3.00
CARPENTER (FORM WORK ONLY).....$ 17.06 3.90
CARPENTER (EXCLUDES FORM WORK).....$ 16.61 3.88

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
==========
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at
https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker

protections under Executive Order 13658 is available at
www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications
and wage rates that have been found to be prevailing for the
type(s) of construction and geographic area covered by the wage
determination. The classifications are listed in alphabetical
order under rate identifiers indicating whether the particular
rate is a union rate (current union negotiated rate), a survey
rate, a weighted union average rate, a state adopted rate, or a
supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than
SU, UAVG, SA, or SC denotes that a union rate was
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2024. PLUM is an identifier of the union
whose collectively bargained rate prevailed in the survey for
this classification, which in this example would be Plumbers.
0198 indicates the local union number or district council
number where applicable, i.e., Plumbers Local 0198. The next
number, 005 in the example, is an internal number used in
processing the wage determination. The date, 07/01/2024 in the
example, is the effective date of the most current negotiated
rate.

Union prevailing wage rates are updated to reflect all changes
over time that are reported to WHD in the rates
in the collective bargaining agreement (CBA) governing the
classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for
those classifications, but that 100% of the data reported for
the classifications reflected union rates. EXAMPLE:
UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a
weighted union average rate. OH indicates the State of Ohio.
The next number, 0010 in the example, is an internal number
used in producing the wage determination. The date, 01/01/2024
in the example, indicates the date the wage determination was
updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to
reflect a weighted average of the current rates in the
collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union
rate prevailed (as defined in 29 CFR 1.2) for this
classification in the survey or that the rate was derived by
computing a weighted average rate based on all the rates
reported in the survey for that classification. As a weighted
average rate includes all rates reported in the survey, it may
include both union and non-union rates. Example: SUFL2022-007
6/27/2024. SU indicates the rate is a single non-union
prevailing rate or a weighted average of survey data for that
classification. FL indicates the State of Florida. 2022 is the

year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment

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data, project description, area practice material, etc.) that
the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board).  Write to:
            Administrative Review Board
            U.S. Department of Labor
            200 Constitution Avenue, N.W.
            Washington, DC 20210.
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          END OF GENERAL DECISION
"
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SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.209-11 Representation by Corporations Regarding

K.2 52.219-1 Small Business Program Representations

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.204-7 System for Award Management Registration

L.2 52.222-5 Construction Wage Rate Requirements Secondary Site of the Work (May 2014)
(Reference 52.222-5)

L.3 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
(Reference 52.222-10)

L.4 1352.233-71 GAO AND COURT OF FEDERAL CLAIMS PROTESTS (APR 2010)
(Reference 1352.233-71)

L.5 1352.242-70 POSTAWARD CONFERENCE (APR 2010)
(Reference 1352.242-70)

L.6 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

(End of Provision)

L.7 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 (48 CFR Chapter provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End Of Clause)

L.8 1352.233-70 AGENCY PROTESTS (APR 2010)

(a) An agency protest may be filed with either: (1) the contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999)

(b) Agency protests filed with the Contracting Officer shall be sent to the following address:

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address:

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

(e) Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce
Office of the General Counsel
Chief, Contract Law Division
Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230.
FAX: (202) 482-5858

(End of clause)

L.9 1352.270-71 PRE-BID / PRE-PROPOSAL CONFERENCE AND SITE VISIT (APR 2010)

(a) The Government is planning a pre-proposal conference, during which potential contractors may obtain a better understanding of the work required.

(b) Offerors are encouraged to submit all questions in writing at least 2 days prior to the conference. Questions will be considered at any time prior to, or during, the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and the Government?s answers, and a list of attendees, will be made publicly available.

(c) In order to facilitate conference preparations, contact the person identified in Block 9a on Standard Form 1442 of this solicitation to make arrangements for security processing for entry of attendees into the Government facility.

(d) In no event shall failure to attend the pre-proposal conference constitute grounds supporting a protest or contract claim.

(e) Offerors are cautioned that, notwithstanding any remarks, clarifications, or responses provided at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by written amendment. It is the responsibility of each offeror, prior to submitting a proposal, to seek clarification of any perceived ambiguity in the solicitation or created by an amendment of the solicitation.

(f) The pre-proposal conference will be held:

Date: June 18, 2026
Time: 2:00 PM MT
Location: Outside Building 1
Main Entrance

(g) During the conference, an opportunity to visit the site of the work, and, if applicable, inspect equipment on which maintenance or repairs are to be performed will be offered to attendees.

(h) Offerors are expected to satisfy themselves regarding all conditions that may affect the work required or the cost of contract performance. In no event shall failure to inspect the site and/or equipment constitute grounds for any protest or contract claim.

(End of clause)

Instructions, Conditions, Notices to Offerors

Proposal Submission Requirements:

1. **Technical approach**
2. **Schedule**
3. **Price**

The Contracting Officer will award to the responsible Offeror whose proposal represents the lowest price and is determined to be technically acceptable in accordance with the Basis for Award, found in Section M.

1 - Technical Approach:

The offeror shall submit a Plan of Approach (use diagrams, tables, etc., when appropriate) describing the Offeror's approach to accomplishing the requirements of the solicitation. The technical approach shall include a clear approach to completing technical aspects of work, means/methods of accomplishing tasks to be performed, material data/information specific to replacement item(s), details specific to support the offeror's proposed schedules, quality control and safety process(es), communications diagram, and a complete listing of anticipated subcontractors by discipline.

The Plan of Approach shall not exceed 20 single-sided pages (8.5" x 11") in length using no smaller than 11-point font; this font size limit is applicable throughout the document to include tables, diagrams, and charts. *Please note, material data / information cut sheets do not count toward the 20-page limit.

The plan of approach shall also include the offeror's approach to **quality control and safety**.

2 - Schedule:

The Offeror shall submit a proposed period of performance and corresponding schedule.

(a) An **estimated** Notice to Proceed date of **20 August 2026** shall be used.

3 - Price:

1. Price proposals shall include the information identified below:

   (a) Offer shall complete and submit Pages 1 through 4 of the Solicitation, Standard Form (SF) 1442. Complete Blocks 14, 15, 17, 18, 19, and 20A through 20C of the SF 1442. 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 4.207.

   (b) Return a completed Section K, Representations and Certifications included in the solicitation.

(c) Complete and submit Price Proposal identifying lump sum price for CLIN 0001 provided on Page 4 of the Solicitation.

2. The Government reserves the right to eliminate from consideration for award, any or all offers at any time prior to award of the contract.

3. The Government shall not be liable for any costs incurred by the offeror attending the site-visit or submitting a proposal in response to this Solicitation.

4. 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. Examples include 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers shall not consider or use these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

5. In the event there are any inconsistencies between the base contract requirements and the contract SOW(s), the contractor shall bring these to the attention of the contracting officer **not later than the site visit**

6. A list of individuals attending the site visit is due to the POC listed in Block 9 of the SF 1442 no later than **9:00 AM MT / 16 June 2026.** **The list must include each attendee's full legal name (first, middle, and last). If an individual does not have a middle name, that must be explicitly stated**.

7. Any questions related to this solicitation must be received by the POC listed in Block 9 of the SF 1442 no later than **3:00 PM MT / 24 June 2026**.

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 Basis for Award

BASIS FOR AWARD

1. BASIS FOR AWARD:

a. The Contracting Officer intends to award a Firm Fixed-Price (FFP) contract to the responsible Offeror whose proposal the Contracting Officer determines represents the lowest price and is determined to be technically acceptable. The Contracting Officer reserves the right to make no award.

2. TECHNICAL APPROACH/SCHEDULE

Technical acceptability will be evaluated on a pass/fail basis. To be considered technically acceptable, the Offeror must clearly demonstrate compliance with all the requirements of the solicitation, including but not limited to demonstrated experience performing similar work. Offerors must demonstrate the ability to mobilize and commence work within 10 calendar days of notice to proceed. This may include evidence of current operations, personnel availability, or other resources sufficient to perform the work in the project location. Additionally, if the Contracting Officer determines a technical proposal is primarily a copy and paste version of a SOW and solicitation requirements, it may be removed from any further consideration for award.

Offerors must submit a schedule demonstrating the Offeror’s ability to complete the work within the required performance period and in accordance with the phasing and work hour restrictions identified in the Statement of Work (SOW). The schedule will be evaluated on an acceptable/unacceptable basis in terms of completeness, timeliness of completion, and to ensure it presents a thorough understanding of the work required.

3. PRICE

Price will be evaluated based on the total price. The total price will be derived as a lump sum of the base CLIN. The Government has requested, and shall evaluate, each Offeror’s detailed cost breakdown to determine the reasonableness and completeness of the price proposals. The Government will not conduct price realism as a part of price evaluation. One or more of the following techniques will be used to ensure a fair and reasonable price:

(a) Comparison of proposed prices/costs with the Independent Government Estimate.

(b) Comparison of proposed prices/costs with available historical information.