SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER 1333ND26RNB190014	2. TYPE OF SOLICITATION ☐ SEALED BID *(IFB)* ☒ NEGOTIATED *(RFP)*	3. DATE ISSUED	PAGE OF PAGES 1 67

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER NB195000-26-00181	6. PROJECT NUMBER

7. ISSUED BY CODE 000SB	8. ADDRESS OFFER TO 000SB
NATIONAL INST OF STDS AND TECHNOLOGY 100 BUREAU DRIVE STOP 1640 BUILDING 301 ROOM B129 GAITHERSBURG MD 20899-1640	NATIONAL INST OF STDS AND TECHNOLOGY 100 BUREAU DRIVE STOP 1640 BUILDING 301 ROOM B129 GAITHERSBURG MD 20899-1640

9. FOR INFORMATION CALL:	a. NAME RICHARD STEVENS	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)* 301-975-2797 richard.stevens@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 14 calendar days and complete it within 730 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** _____ ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1:00 PM ET ***(hour)*** local time JUL 06, 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

1333ND26RNB190014

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contract shall provide all labor, materials, equipment, and supervision necessary to complete the Building 215 Clean Room HEPA filter replacement construction project in accordance with the Statement of Work and associated construction documents. PR NUMBER: NB195000-26-00181	**1.00**	EA	_____	_____

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Building 215 – Clean Room HEPA Filter Replacement

STATEMENT OF WORK (SOW)
FOR CONSTRUCTION
May 6, 2026

PART 1 - BACKGROUND

In 2021 NIST completed a design contract with Burdette Koehler Murphy Associates Inc. (BKM) for work in Building 215 Cleanroom, part of the Advanced Measurement Laboratory (AML). The AML was completed and occupied in 2005. It is one of the most advanced laboratories of its type in the world. The cleanroom facility within the AML complex houses an 1800 square meter cleanroom, of which 750 square meters is Class 100. The Design that BKM completed includes:

1. Perform Pre-demolition testing of mechanical equipment.
2. Replace ~70 variable air volume terminal units.
3. Repair and perform diagnostics of existing control systems to confirm operation of existing dampers, valves and sensors.
4. Replace ~54 existing airflow monitors.
5. Install ~32 new exhaust air valves to control exhaust branch ductwork airflows.
6. Repair or modify existing exhaust or supply ductwork.
7. Replace all ~1200 existing terminal supply HEPA filters, repair supply connections, balance, and certification new HEPA filter.
8. Rebalance air handling units, exhaust fans, exhaust tools.
9. Perform rebalance of cleanroom to maintain proper room pressurization.
10. Perform recertification of cleanroom.
11. Verify and repair/replace capped ducts as needed.

When the design requirement originated, the NIST COR and customer agreed on one, 16-19 month shutdown for the work to be completed. Since this decision was made, the customer requirement has changed; **the construction contractor must limit outages by scheduling, planning, and containing cleanroom bays from adjacent spaces AND by working 24/7 starting Friday evenings at 7PM until outages of cleanrooms are brought back online. Outages must be completed over 9 total days, inclusive of weekends, and cleanroom re-occupancy must occur the following Monday morning at 7AM.**

NIST, via BKM, has included a written and well-documented phasing plan to assist the construction contractor meet the current NIST requirement. See Attachment.

PART 2 - OBJECTIVES

This contract is intended to perform construction services for the Building 215 Cleanroom. Specific requirements are defined within the Construction Documents (Drawings and Specifications).

The NIST Acquisition Management Division (AMD) will make a Firm Fixed Price award with two (2) Contract Line-Item Numbers (CLINs).

- CLIN 0001 – Building 215 Cleanroom HEPA Filter Replacement, Repair, Rebalance, and Recertification

- CLIN 0002 – Maintenance Drawdown

PART 3 - SCOPE

Construction task orders anticipated for this contract include, but are not limited to:

- Building 215 HEPA Filter Replacement, Repair, Rebalance, and Recertification – Contractor shall furnish all labor, materials, and equipment necessary to complete the tasks as assigned and in accordance with the specifications and drawings. CONSTRUCTION DOCUMENTS (DRAWINGS AND SPECIFICATIONS) FOR THIS REQUIREMENT WILL BE TRANSMITTED UNDER SEPARATE COVER.
    - The Base Bid for variable air volume (VAV) terminal units shall include Alternate 1 (i.e. all VAV controllers and terminal units shall be replaced)

- The construction contractor must limit cleanroom bay outages by scheduling, planning, and containing cleanroom bays from adjacent spaces AND by working 24/7 starting Friday evenings for 9 continuous days.
    - The Cleanroom facility comprises 14 individual Cleanroom bays, each connected via equipment galleys, corridors, gowning areas, and other support spaces. NIST requires that each Cleanroom Bay be isolated and shut down individually during each phase of construction, allowing the remaining bays to remain operational. This phased approach will continue until construction is completed in all Cleanroom areas.

- NIST will allow up to 4 (four) *additional* weekend outages of the total Cleanroom over the POP of this requirement.

- All outages must be submitted 3 weeks in advance and must be approved by the COR 2 weeks in advance.

- Total Construction Activity time is limited to 560 calendar days (20 months)

- Liquidated Damages to be applied to outage work that extends beyond 9 calendar days.

- The contractor shall protect and work around irreplaceable existing tools and equipment to prevent damage. Information on existing equipment is available at:

https://www.nist.gov/cnst/equipment The contractor will maintain adequate insurance for repair, replacement, and manufacturer recertification of any damaged equipment.

WORK REQUIREMENTS

A full range of construction activities will be required under this contract, including, but not limited to:

- Demolition activities
- Containment
- Cleanroom Specialties
- HVAC Specialties

DELIVERY

Deliverables shall be specified by the construction documents for each task order. Deliverables common to all task orders under this contract include:

Deliverable	Description	Quantity/Media	Date Required
1	Contractor PIV Badge Applications	Completed forms	Within 15 days of task order award
2	Contractor activity hazard analysis (job specific health and safety plan)	Electronic PDF submission	Within 15 days of task order award
3	Submittal schedule	Electronic PDF submission	Within 15 days of NTP
4	Key personnel assignments	Electronic PDF submission	Within 15 days of NTP
5	Site Coordination Application	Electronic PDF submission	Within 30 days of NTP
6	Construction Schedule	Electronic submission	Within 15 days of

		(format TBD)	NTP
7	Construction Security Plan	Electronic Submission	Within 30 days of constructio n start

GOVERNMENT FURNISHED PROPERTY, MATERIAL, EQUIPMENT, OR INFORMATION

Government furnished property, material, equipment, and information will be identified in the construction documents for each task order.

PART 4 - SECURITY

All contract employees are required to obtain badging for this contract. Contractor shall plan for up to three (3) full days per employee at NIST to apply for and collect badges.

Definitions:

PIV (Site Badge) (GREEN)

- A PIV Badge for longer than 180 days requires a Tier-1 investigation, National Agency Check with Inquiries (NACI) Application , Successful submission of fingerprints, Successful submission of eQIP.
    - The SF-85 Form highlights the information that will be required for eQIP

PART 5 - SPECIAL REQUIREMENTS

1) Prime Contractor shall employ a Superintendent, with decision making authority, to be always on site whenever work is being performed.
2) The contractor shall always have a Job Foreman onsite whenever any work is being performed. The Job Foreman shall be a certified installer of a qualified manufacturer for the system being installed.

PART 6 - PLACE OF PERFORMANCE

Gaithersburg, MD – Building 215

PART 7 - PERIOD OF PERFORMANCE

730 days from NTP.

See specification sections for work hours and other NIST-specific requirements.

PART 8 - ATTACHMENTS

1. Guidelines for Contractors and A-E firms - September 9 2025
2. BUILDING 215 CLEANROOM REBALANCE Drawings
3. BUILDING 215 CLEANROOM REBALANCE Specifications
4. BUILDING 215 Phasing Plan 100%
5. BUILDING 215 CLEANROOM REBALANCE 35% Report (for historical purposes)
6. Construction Security Plan Information_rev 2022-09-16

END OF SOW

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)

(a) The Contracting Officer or the duly authorized representative will accept supplies and services to be provided under this contract.
(b) The place of acceptance will be:
NIST Gaithersburg

(End of clause)

SECTION G
CONTRACT ADMINISTRATION DATA

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

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(End of clause)

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

(a) Drew Comley is hereby designated as the Contracting Officer`s Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The COR is located at:

NIST
100 Bureau Drive
Building 301, Room B172-WSD
Gaithersburg, MD 20899
Phone Number: 301-975-6178
Email: drew.comley@nist.gov

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of clause)

G.3 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.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

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

The contractor shall comply with all applicable laws, rules and regulations which deal with or relate to performance in accord with the terms of the contract.

(End of clause)

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

(a) Purpose. The purpose of this clause is to ensure that the contractor and its subcontractors:

(1) Are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this contract, and

(2) Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(c) Warrant and Disclosure. The warrant and disclosure requirements of this paragraph apply with full force to both the contractor and all subcontractors. The contractor warrants that, to the best of the contractor?s knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that the contractor has disclosed all relevant information regarding any actual or potential conflict. The contractor agrees it shall make an immediate and full disclosure, in writing, to the Contracting Officer of any potential or actual organizational conflict of interest or the existence of any facts that may cause a reasonably prudent person to question the contractor?s impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

(d) Remedies. The Contracting Officer may terminate this contract for convenience, in whole or in part, if the Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the contract for default, suspend or debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) Subcontracts. The contractor shall include a clause substantially similar to this clause, including paragraphs (f) and (g), in any subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold. The terms "contract," "contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government?s rights.

(f) Prime Contractor Responsibilities. The contractor shall obtain from its subcontractors or consultants the disclosure required in FAR Part 9.507-1, and shall determine in writing whether the interests disclosed present an actual, or significant potential for, an organizational conflict of interest. The contractor shall identify and avoid, neutralize, or mitigate any subcontractor organizational conflict prior to award of the contract to the satisfaction of the Contracting Officer. If the subcontractor?s organizational conflict cannot be avoided, neutralized, or mitigated, the contractor must obtain the written approval of the Contracting Officer prior to entering into the subcontract. If the contractor becomes aware of a subcontractor?s potential or actual organizational conflict of interest after contract award, the contractor agrees that the Contractor may be required to eliminate the subcontractor from its team, at the contractor?s own risk.

(g) Waiver. The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the contractor may at any time seek a waiver from the Head of the Contracting Activity by submitting such waiver request to the Contracting Officer, including a full written description of the requested waiver and the reasons in support thereof.

(End of clause)

H.3 1352.228-70 INSURANCE COVERAGE (APR 2010)

(a) Workers Compensation and Employer?s Liability. The contractor is required to comply with applicable federal and state workers'' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer?s liability section of the insurance policy, except when contract operations are so commingled with a contractor?s commercial operations that it would not be practical to require this coverage. Employer?s liability coverage of at least $100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers'' compensation to be written by private carriers.

(b) General liability.

(1) The contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least $500,000 per occurrence.

(2) When special circumstances apply in accordance with FAR 28.307-2(b), Property Damage Liability Insurance shall be required in the amount of $10,000,000.00 .

(c) Automobile liability. The contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage.

(d) Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) Vessel liability. When contract performance involves use of vessels, the Contractor shall provide, vessel collision liability and protection and indemnity liability insurance as determined by the Government.

(End of clause)

H.4 1352.228-72 DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE- FIXED PRICE (APR 2010)

When the Government is injured, wholly or partially as a result of the contractor?s actions and such actions are covered by the insurance required by 1352.228-70, Insurance Coverage, the Government is entitled to recover from the contractor the full amount of any such injury attributable to the contractor regardless of a deductible. The Contracting Officer may offset the amount of recovery against any payment due to the contractor.

(End of clause)

H.5 1352.237-71 SECURITY PROCESSING REQUIREMENTS - LOW RISK CONTRACTS (APR 2010)

(a) Investigative Requirements for Low Risk Contracts. All contractor (and subcontractor) personnel proposed to be employed under a Low Risk contract shall undergo security processing by the Department?s Office of Security before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas, or to obtain access to a Department of Commerce IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor.

(b) Investigative requirements for Non-IT Service Contracts are:

(1) Contracts more than 180 days - National Agency Check and Inquiries (NACI)

(2) Contracts less than 180 days - Special Agency Check (SAC)

(c) Investigative requirements for IT Service Contracts are:

(1) Contracts more than 180 days - National Agency Check and Inquiries (NACI)

(2) Contracts less than 180 days - National Agency Check and Inquiries (NACI)

(d) In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement agency check.

(e) Additional Requirements for Foreign Nationals (Non-U.S. Citizens). Non-U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

(1) Official legal status in the United States;

(2) Continuously resided in the United States for the last two years; and

(3) Obtained advance approval from the servicing Security Officer in consultation with the Office of Security headquarters.

(f) DOC Security Processing Requirements for Low Risk Non-IT Service Contracts. Processing requirements for Low Risk non-IT Service Contracts are as follows:

(1) Processing of a NACI is required for all contract employees employed in Low Risk non-IT service contracts for more than 180 days. The Contracting Officer?s Representative (COR) will invite the prospective contractor into e-QIP to complete the SF-85. The contract employee must also complete fingerprinting.

(2) Contract employees employed in Low Risk non-IT service contracts for less than 180 days require processing of Form OFI-86C Special Agreement Check (SAC), to be processed. The Sponsor will forward a completed Form OFI-86C, FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.

(3) Any contract employee with a favorable SAC who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.

(4) For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

(5) In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the Sponsor may request a Customs Enforcement SAC on Form OFI-86C, by checking Block #7, Item I. In Block 13, the Sponsor should enter the employee?s Alien Registration Receipt Card number to aid in verification.

(6) Copies of the appropriate forms can be obtained from the Sponsor or the Office of Security. Upon receipt of the required forms, the Sponsor will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the Sponsor and the Contracting Officer whether the contract employee can commence work prior to completion of the suitability determination based on the type of work and risk to the facility (i.e., adequate controls and restrictions are in place). The Sponsor will notify the contractor of favorable or unfavorable findings of the suitability determinations. The Contracting Officer will notify the contractor of an approved contract start date.

(g) Security Processing Requirements for Low Risk IT Service Contracts. Processing of a NACI is required for all contract employees employed under Low Risk IT service contracts.

(1) Contract employees employed in all Low Risk IT service contracts will require a National Agency Check and Inquiries (NACI) to be processed. The Contracting Officer?s Representative (COR) will invite the prospective contractor into e-QIP to complete the SF-85. Fingerprints and a Credit Release Authorization must be completed within three working days from start of work, and provided to the Servicing Security Officer, who will forward the investigative package to OPM.

(2) For Low Risk IT service contracts, individuals who are not U.S. citizens (lawful permanent residents) must undergo a NACI that includes an agency check conducted by the Immigration and Customs Enforcement Service. The Sponsor must request the ICE check as a part of the NAC.

(h) Notification of Disqualifying Information. If the Office of Security receives disqualifying information on a contract employee, the Sponsor and Contracting Officer will be notified. The Sponsor shall coordinate with the Contracting Officer for the immediate removal of the employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following reasons:

(1) Conviction of a felony crime of violence or of a misdemeanor involving moral turpitude.

(2) Falsification of information entered on security screening forms or of other documents submitted to the Department.

(3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct was directly related to the contract.

(4) Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

(i) Failure to comply with security processing requirements may result in termination of the contract or removal of contract employees from Department of Commerce facilities or denial of access to IT systems.

(j) Access to National Security Information. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

(k) The contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of Clause)

H.6 1352.237-75 KEY PERSONNEL (APR 2010)

(a) The contractor shall assign to this contract the following key personnel:

Project Manager
Superintendent

(b) The contractor shall obtain the consent of the Contracting Officer prior to making key personnel substitutions. Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced, unless an exception is approved by the Contracting Officer.

(c) Requests for changes in key personnel shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

(End of Clause)

I.1 RFO Clause Deviations by Reference - Section I

RFO Deviation Clauses incorporated by Reference

The Department of Commerce has issued Procurement Memorandum 2026-06, which issued a class deviation to implement the Revolutionary FAR Overhaul (RFO) and adopt the RFO model deviated text. This contract incorporates the following RFO deviation 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 https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52.

RFO deviation clauses incorporated by reference:

Number	Title	Date
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	DEVIATION January 2026
52.204-13	System for Award Management—Maintenance	DEVIATION January 2026
52.204-14	Service Contract Reporting Requirements	DEVIATION January 2026
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	DEVIATION January 2026
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEVIATION January 2026
52.212-4	Terms and Conditions—Commercial Products and Commercial Services	DEVIATION January 2026
52.219-6	Notice of Total Small Business Set-Aside	DEVIATION January 2026
52.219-8	Utilization of Small Business Concerns	DEVIATION January 2026
52.219-14	Limitations on Subcontracting	DEVIATION January 2026
52.219-28	Postaward Small Business Program Rerepresentation	DEVIATION January 2026
52.222-4	Contract Work Hours and Safety Standards -Overtime Compensation	DEVIATION January 2026
52.222-6	Construction Wage Rate Requirements	DEVIATION January 2026
52.222-11	Subcontracts (Labor Standards)	DEVIATION January 2026
52.222-19	Child Labor-Cooperation with Authorities and Remedies	March 2026
52.222-35	Equal Opportunity for Veterans	DEVIATION January 2026
52.222-36	Equal Opportunity for Workers with Disabilities	DEVIATION January 2026

52.222-37	Employment Reports on Veterans	DEVIATION January 2026
52.222-50	Combating Trafficking in Persons	DEVIATION January 2026
52.222-54	Employment Eligibility Verification	DEVIATION January 2026
52.233-1	Disputes	DEVIATION January 2026
52.233-3	Protest after Award	DEVIATION January 2026
52.236-2	Differing Site Conditions	DEVIATION January 2026
52.236-3	Site Investigation and Conditions Affecting the Work	DEVIATION January 2026
52.236-5	Material and Workmanship	DEVIATION January 2026
52.236-6	Superintendence by the Contractor	DEVIATION January 2026
52.236-7	Permits and Responsibilities	DEVIATION January 2026
52.236-8	Other Contracts	DEVIATION January 2026
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	DEVIATION January 2026
52.236-10	Operations and Storage Areas	DEVIATION January 2026
52.236-11	Use and Possession Prior to Completion	DEVIATION January 2026
52.236-12	Cleaning Up	DEVIATION January 2026
52.236-13	Accident Prevention	DEVIATION January 2026
52.236-14	Availability and Use of Utility Services	DEVIATION January 2026
52.236-15	Schedules for Construction Contracts	DEVIATION January 2026
52.236-17	Layout of Work	DEVIATION January 2026
52.236-21	Specifications and Drawings for Construction	DEVIATION January 2026
52.243-4	Changes	DEVIATION June 2025
52.253-1	Computer Generated Forms	DEVIATION January 2026

52.204-91 Contractor Identification.

(DEVIATION January 2026)

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 (NSPA) 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 means an identifier used to identify a specific commercial, nonprofit, or Government entity.

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

(c) *Commercial and Government Entity (CAGE) code.* The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. The Contractor shall request changes to a CAGE code as indicated in the following table.

If the Contractor is…	Then…
Registered in the System for Award Management (SAM)	Initiate the change by updating its SAM registration
Located in the United States or its outlying areas and is not registered in SAM	Submit a change request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and is not registered in SAM	Request a change by contacting the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts) or NSPA (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(d) *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)

52.225-9 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 46 U.S.C. 40102(4), 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 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, 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:

NONE *[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:

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			
Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____
Item 2:			
Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*].

[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]

[*Include other applicable supporting information.*]

I.4 52.203-3 GRATUITIES (APR 1984)
(Reference 52.203-3)

I.5 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
(Reference 52.203-12)

I.6 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
(Reference 52.204-9)

I.7 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
(Reference 52.204-19)

I.8 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $8,000.00 for each calendar day of delay until the work is completed or accepted.
(b) If the Government terminates the Contractor`s right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of Clause)

1. 52.211-12 Liquidated Damages—Construction (Deviation/Supplement)

a) The clause at FAR 52.211-12, Liquidated Damages—Construction, is supplemented as follows:

b) The Government's nanofabrication and laboratory cleanroom operations are mission critical. The Government has determined that failure to timely restore operational cleanroom availability following scheduled outage periods will result in damages to the Government, including disruption to scientific research, interruption of laboratory operations, personnel inefficiencies, rescheduling impacts, equipment downtime, and other operational losses that are impracticable or extremely difficult to accurately estimate in advance. Accordingly, the parties agree that the liquidated damages established herein represent a reasonable forecast of anticipated damages and are not intended as a penalty.

c) The contract work includes nineteen (19) total phases consisting of:

1. Eighteen (18) Critical Cleanroom Outage Phases; and
2. One (1) Non-Critical Phase.

d) For purposes of FAR 52.211-12, each Critical Cleanroom Outage Phase identified in the contract constitutes a separate and independent completion requirement subject to liquidated damages.

e) Unless otherwise authorized in writing by the Contracting Officer, each Critical Cleanroom Outage Phase shall:

1. Commence at 7:00 PM local time on the authorized Friday outage start date identified in the approved project schedule;
2. Proceed continuously on a 24-hour per day, 7-day per week basis; and

3. Achieve Ready for Re-Occupancy status no later than 7:00 AM local time on the second Monday following commencement of the outage period, for a total allowable outage duration of nine (9) calendar days.

f) For purposes of this clause, "Ready for Re-Occupancy" means the affected cleanroom bay:

1. Has successfully completed all contractually required construction activities for the applicable outage phase;
2. Has completed all required startup, testing, balancing, cleaning, and commissioning activities required by the contract documents;
3. Has satisfied all applicable cleanroom certification requirements identified in the contract documents, including required ISO classification standards;
4. Is fully operational and capable of supporting normal Government operations without material restriction; and
5. Has no remaining deficiencies that materially impair the Government's intended use of the affected cleanroom bay.

g) If the Contractor fails to achieve Ready for Re-Occupancy status for a Critical Cleanroom Outage Phase within the required outage duration specified herein, liquidated damages shall accrue beginning at 7:01 AM local time on the required re-occupancy date.

h) Liquidated damages shall be assessed in the amount of $8,000 for each calendar day of delay until the Government determines the affected cleanroom bay has achieved Ready for Re-Occupancy status.

i) Liquidated damages assessed under this clause are specific to the applicable Critical Cleanroom Outage Phase and shall not waive or limit any other rights or remedies available to the Government under the contract or applicable law.

j) The Non-Critical Phase is not subject to the outage-specific liquidated damages provisions of this clause unless expressly identified otherwise by contract modification.

k) Liquidated damages shall not accrue during periods of excusable delay as determined by the Contracting Officer in accordance with the contract terms and applicable Federal Acquisition Regulation provisions.

l) The Contractor acknowledges that strict adherence to the outage durations established herein is a material requirement of the contract and that the Government's primary scheduling concern is timely restoration of cleanroom operational capability for each Critical Cleanroom Outage Phase rather than overall project duration.

END OF CLAUSE DEVIATION/SUPPLEMENT

I.10 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community--see FAR 3.900(a).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(6) [Reserved]

X (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders--Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115-390, title II).

(11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(ii) Alternate I (DEC 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (31 U.S.C. 6101 note).

(13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

(14) [Reserved]

(15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

(16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(17) [Reserved]

X (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020)) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-6.

(19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020)) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020)) of 52.219-7.

X (20) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)).

(21)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2025) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (NOV 2016) of 52.219-9.

(iii) Alternate II (NOV 2016) of 52.219-9.
(iv) Alternate III (JUN 2020) of 52.219-9.
(v) Alternate IV (JAN 2025) of 52.219-9.
(22) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
(ii) Alternate I (MAR 2020) of 52.219-13.
X (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
(24) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
(25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).
X (26) (i) 52.219-28, Postaward Small Business Program Rerepresentation (JAN 2025) (15 U.S.C. 632(a)(2)).
(ii) Alternate I (MAR 2020) of 52.219-28.
(27) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
(28) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
(29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
(30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).
X (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
X (32) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2025) (E.O. 13126).
(33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
(34) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
(ii) Alternate I (FEB 1999) of 52.222-26.
X (35) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020)(38 U.S.C. 4212).
(ii) Alternate I (JUL 2014) of 52.222-35.
X (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
(ii) Alternate I (JUL 2014) of 52.222-36.
X (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
X (39)(i) 52.222-50, Combating Trafficking in Persons (OCT 2025) (22 U.S.C. chapter 78 and E.O. 13627).
(ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
X (40) 52.222-54, Employment Eligibility Verification (JAN 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
(41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
(42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, et seq.)
(43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C 7671, et seq.).
(44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, et seq.).
(45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, et seq.).
X (46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).
(47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
(ii) Alternate I (JAN 2017) of 52.224-3.
X (48) (i) 52.225-1, Buy American--Supplies (OCT 2022)) (41 U.S.C. chapter 83).
(ii) Alternate I (OCT 2022) of 52.225-1.
(49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
(ii) Alternate I [Reserved].
(iii) Alternate II (JAN 2025) of 52.225-3.
(iv) Alternate III (FEB 2024) of 52.225-3.
(v) Alternate IV (OCT 2022) of 52.225-3.
(50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
(51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

(56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

(57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C.4505, 10 U.S.C. 3805).

(58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (31 U.S.C. 3332).

(60) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act--Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

(65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires(MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -Price Adjustment (Multiple Year and Option Contracts) (AUG 2018)(29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4)52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

(5)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) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) (49 U.S.C. 40118(g)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the

Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

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

(vii) (A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(B) Alternate I (Dec 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(x) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).

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

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

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

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

(xv) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xvi)

(A) 52.222-50, Combating Trafficking in Persons (OCT 2025) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 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) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (JAN 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii)

(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

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

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act--Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

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

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

(End Of Clause)

I.11 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
(Reference 52.222-1)

I.12 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS --OVERTIME COMPENSATION (MAY 2018)
(Reference 52.222-4)

I.13 52.222-5 Construction Wage Rate Requirements Secondary Site of the Work (May 2014)
(Reference 52.222-5)

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

I.15 52.222-8 PAYROLLS AND BASIC RECORDS (JUL 2021)
(Reference 52.222-8)

I.16 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
(Reference 52.222-10)

I.17 52.222-12 CONTRACT TERMINATION--DEBARMENT (MAY 2014)
(Reference 52.222-12)

I.18 52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)
(Reference 52.222-13)

I.19 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
(Reference 52.222-14)

I.20 52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2104)
(Reference 52.222-15)

I.21 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)
(Reference 52.223-5)

I.22 52.226-7 DRUG-FREE WORKPLACE (MAY 2024)
(Reference 52.226-7)

I.23 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)
(Reference 52.227-1)

I.24 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)
(Reference 52.227-2)

I.25 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (DEC 2007)
(Reference 52.227-4)

I.26 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier`s check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds--
(1) To unsuccessful bidders as soon as practicable after the opening of bids; and
(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
(c) The amount of the bid guarantee shall be 20 percent of the bid price or $3,000,000.00 whichever is less.

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

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

(End of Provision)

I.27 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
(Reference 52.228-2)

I.28 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
(Reference 52.228-5)

I.29 52.228-11 INDIVIDUAL SURETY--PLEDGE OF ASSETS (FEB 2021)
(Reference 52.228-11)

I.30 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (DEC 2022)
(Reference 52.228-12)

I.31 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUN 2020)
(Reference 52.228-15)

I.32 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
(Reference 52.229-3)

I.33 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
(Reference 52.232-5)

I.34 52.232-17 INTEREST (MAY 2014)
(Reference 52.232-17)

I.35 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
(Reference 52.232-23)

I.36 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
(Reference 52.232-27)

I.37 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
(Reference 52.232-39)

I.38 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
(Reference 52.232-40)

I.39 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
(Reference 52.233-4)

I.40 52.242-13 BANKRUPTCY (JUL 1995)
(Reference 52.242-13)

I.41 52.242-14 SUSPENSION OF WORK (APR 1984)
(Reference 52.242-14)

I.42 52.243-4 CHANGES (JUN 2007)
(Reference 52.243-4)

I.43 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
(Reference 52.246-21)

I.44 52.248-3 VALUE ENGINEERING--CONSTRUCTION (OCT 2025)
(Reference 52.248-3)

I.45 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
(Reference 52.249-2)

I.46 52.249-2 I TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)-- ALTERNATE I (SEP 1996)
(Reference 52.249-2 I)

I.47 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
(Reference 52.249-10)

I.48 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
(Reference 52.252-2)

I.49 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
(Reference 52.253-1)

J.1 LIST OF ATTACHMENTS

Section J – List of Attachments

1. Basis of Design
2. Drawings
3. Specifications
4. Phasing Plan
5. Cleanroom Rebalance 35% Report
6. Guidelines for Contractors and A-E Firms
7. Davis Bacon Wage Rate
8. Project Data Sheet
9. Past Performance Questionnaire (PPQ)
10. Key Personnel Resume Form

RFO Deviation Provisions Incorporated by Reference – Section K

The Department of Commerce has issued Procurement Memorandum 2026-06, which issued a class deviation to implement the Revolutionary FAR Overhaul (RFO) and adopt the RFO model deviated text. This contract incorporates the following RFO deviation 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. Also, the full text of a clause may be accessed electronically at https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52.

RFO deviation provisions incorporated by reference:

Number	Title	Date
52.209-5	Certification Regarding Responsibility Matters	DEVIATION January 2026
52.209-7	Information Regarding Responsibility Matters	DEVIATION January 2026

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2024)

(Reference 52.203-11)

52.204-90 Offeror Identification.

(DEVIATION January 2026)

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

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

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

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

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

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

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

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

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

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

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

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the UEI that identifies the Offeror's name

and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

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

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

(1) Taxpayer identification number (TIN)

□ TIN: _____;

□ TIN has been applied for; or

□ TIN is not required because:

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

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

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

(2) *Type of organization.*

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

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

□ Foreign government;

□ International organization per 26 CFR 1.6049-4; or

□ Other.

(3) *Common parent.*

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

□ Name and TIN of common parent:

Name: _____

TIN: _____

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

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

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

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

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

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

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

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

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

* Predecessor CAGE code may be marked "Unknown."

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

(End of provision)

52.219-1 Small Business Program Representations.

(DEVIATION January 2026)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

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 (b) of this provision.

(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.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is **236210**.

(2) The small business size standard is **$45.0M**.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is 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.

(c) *Representations.*

(1) The offeror represents as part of its offer that—

(i) it □ is, □ is not a small business concern; or

(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it □ is, □ is not a women-owned small disadvantage business concern.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program.* The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the

requirements of 13 CFR 127.506(a) through (c). [*The offeror 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 offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(5) *SDVOSB joint venture eligible under the SDVOSB Program*. [*Complete only if the offeror is certified as a SDVOSB concern*]. The offeror represents as part of its offer that it □ is, □ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror 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 offeror 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.

(d) *Notice.* Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.5 52.222-38 COMPLIANCE WITH VETERANS` EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)
(Reference 52.222-38)

K.6 52.223-4 RECOVERED MATERIAL CERTIFICATION (MAY 2008)
(Reference 52.223-4)

Section L.1 – Instructions to Offerors

General Instructions

To assure timely and equitable evaluation of proposals, Offerors must follow the instructions contained herein. Proposals must be complete, self-sufficient, and respond directly to the requirements set forth in solicitation. Offerors who fail to submit all required information per the instructions may not be considered for award. The following instructions will establish the acceptable requirements for the format and contents of proposals. Oral presentations will not be required for this Solicitation.

1. Submission of Proposals
    a. The Government will be accepting electronic submission via email only. Offerors are required to submit their proposals electronically via email to the following addresses: Richard.Stevens@nist.gov

    b. Offerors shall use the following email subject line "**Proposal Submission – B215 HEPA Filter Replacement, 1333ND26RNB190014**".

    c. Electronic submissions shall adhere to the following guidelines:
        c.i. Electronic copies shall be submitted in Adobe .PDF format only.
        c.ii. No password-protected, zipped, or self-extracting files shall be used;
        c.iii. Files shall not be larger than twenty-five (25) Megabytes (MB). 25MB (including email content and all attachments) is the largest submission that can be received by the Government through email.

    d. Offerors are encouraged to confirm with the Government that their submissions have been successfully received. It the sole responsibility of the Offeror to ensure that electronically submitted proposals, revisions and or modifications, reach the Government office designated and by the time specified in the solicitation.

2. Offeror responses shall consist of two (2) volumes:
    a. Volume 1 – Technical Proposal
    b. Volume 2 – Price Proposal

3. All proposals shall adhere to the following format guidelines:
    a. Cover Page
        a.i. Each proposal shall include a Cover Page containing the following information:
            a.i.1. Solicitation Number and Project Title;
            a.i.2. Company name, address, UEI number, and CAGE number;
            a.i.3. Name, title, phone number, email address, and signature of the Company Officer with signature authority.

b. Table of Contents/List of Tables and Figures
   - b.i. Each proposal shall include a Table of Contents that lists all sections with corresponding page numbers.
   - b.ii. Proposals should include a List of Tables and Figures as needed.

c. Page Formatting
   - c.i. Proposals shall be typed with a minimum one line spacing using 12-point size font on standard-sized paper (8.5”x11”), with 1” margins on all sides.
   - c.ii. Pages in each proposal shall be single sided and numbered sequentially and consecutively.
   - c.iii. Fonts must be easily readable. Offerors encouraged to use either Times New Roman (preferred), Calibri, or Arial font.
   - c.iv. Proposals shall use Portrait oriented pages. Landscape oriented pages are only permitted for schedules, tables, figures, charts and graphs.
   - c.v. Schedule submissions may include tabloid paper size (11”x17”) pages.
   - c.vi. Company name and proprietary information notices must be placed in the top and/or bottom margins.

d. Schedules, Charts, Tables, Figures, Graphs
   - d.i. Schedules, charts, tables, figures and graphs shall be labeled sequentially and titled.
   - d.ii. Font must easily readable and no smaller than 8-point size with proportional spacing.
   - d.iii. Text may be wrapped around.
   - d.iv. Landscape oriented pages are only permitted for schedules, tables, figures, charts and graphs.

e. Page Limitations
   - e.i. Offerors shall adhere to the page limits stated for each Factor Section.
   - e.ii. Pages exceeding the stated limits will not be evaluated by the Government.

Technical Proposal Submission Requirements

1. <u>Technical Proposals shall be clearly labeled and tabbed with the following sections:</u>
   Factor 1 – Bonding Capacity
   Factor 2 – Experience
   Factor 3 – Technical Approach
   Factor 4 – Key Personnel
   Factor 5 – Past Performance

2. <u>Offerors shall include the following information for each Factor Section:</u>

a. **Factor 1 – Bonding Capacity (PASS/FAIL)**

Page Limit – None

a.i. Offeror must submit a letter from their Surety indicating:

a.i.1) Per contract bonding capacity greater than or equal to the Offeror's proposed price; and,

a.i.2) Aggregate bonding capacity greater than the Offeror's proposed price.

a.ii. Surety must be certified by the U.S. Department of Treasury and licensed to operate in the state of Maryland.

a. **Factor 2 – Experience**

Page Limit – 15

i. Offeror shall submit a minimum of one (1) but no more than three (3) projects to demonstrate the offeror's recent and relevant experience in Clean Room/HVAC replacement projects similar in size and scope to this requirement. The offeror must submit experience using the Project Data Sheet (see Attachment #8 – Project Data Sheet) for each project experience submittal. An offeror who fails to submit the minimum of one (1) project determined to be recent and relevant will not be considered further.

ii. A recent and relevant project is defined as:

a.ii.1) Project completed within the previous six (6) years from the date of this solicitation, exclusive of the warranty period.

a.ii.2) Project similar in scope and complexity to this requirement. Actions must include:

a.ii.2.a. Clean Room Modules for HEPA Filtration Replacement in an **occupied** commercial, industrial, private university or Government laboratory.

a.ii.2.a.i. A laboratory is defined as a place equipped for experimental study in a science or for testing and analysis of a research laboratory, OR a place providing opportunity for experimentation, observation, practice in a field of study, OR a place for testing, experimentation, or practice of sciences, OR an academic place to learn hands-on about academic science AND includes nanofabrication or nano-measurement equipment.

a.ii.2.a.ii. Cleanroom shall include 4,000+ square feet of Class 100 space or cleaner (ISO 1-5).

a.ii.3) Offeror must have performed as either the prime or subcontractor.

3. **Factor 3 – Technical Approach**

Page Limit – 10

i. Offeror shall submit a written narrative describing:

a.i.1) The scope of work for the project. The detailed scope of work must identify the proposed products, including the manufacturer, and must describe the construction sequence for this project and procedures for protecting existing research equipment.

a.i.2) The Offeror's proposed construction schedule, with task durations including estimated lead times, must be provided starting with demolition through punch list and closeout procedures. The schedule shall show the duration of tasks in days. Assume a Notice to Proceed at Day 0.

a.i.3) The Offeror's staffing management plan. This must include plans for how construction personnel will be vetted (for technical competency as well as security background clearance) and acquired, as well as scheduled during the outage periods.

a.i.3.a. This requirement requires great coordination of vetted and badged personnel. Explain how staffing will be managed, assuming that it takes 60-90 days for any given employee to be fully vetted to worked in the cleanroom (i.e. last-minute personnel substitutions are not permitted.)

a.i.4) The Offeror's construction management plan. This must include plans for minimizing outages, organizing, applying applicable building codes and national standards, material deliveries, staging/storage areas, dumpster drops, and retrievals, and controlling construction quality, cost, safety and schedule.

b. **Factor 4 – Key Personnel**

Page Limit – 6

a.i. Offeror shall complete and submit a resume for each key person using the provided Key Personnel Resume Form (see Attachment #10 – Key Personnel Resume Form). Key Personnel shall include, at a minimum, a Project Manager and Superintendent. Each resume' shall include:

a.i.1. Current employer

a.i.2. Current assignment

a.i.3. Proposed position for the project

a.i.4. Education background

a.i.5. Training

a.i.6. Professional licensing and certifications held

a.i.7. Personal award

a.i.8. Chronological work experience over the past ten (10) years

c. **Factor 5 – Past Performance**

Page Limit – None

i. Offeror shall provide past performance information for the relevant projects submitted for Factor 2 – Experience submission in the form of either a Contractor Performance Assessment Reporting System (CPARS) report or Past Performance Questionnaires (PPQs) (see Attachment #9 – Past Performance Questionnaire).

ii. If the project were completed for the Federal Government, the Offeror shall provide the contract number and copies of the Contractor Performance Assessment Reporting System (CPARS) report.

iii. If no CPARS is available, Offeror shall use the attached Past Performance Questionnaires (PPQs) (see attachments). PPQ's shall be completed and signed by the customer identified in the relevant project.

iv. Offerors will send the Past performance Questionnaire (PPQ) to the point of contacts for each project with instruction to email them directly to Richard.Stevens@nist.gov and Drew.Comley@nist.gov prior to the closing date. Please instruct the references to include the solicitation number in the email subject line (**References for 1333ND26RNB190014**). Offerors may also submit completed PPQ's with their proposal.

v. If the Offeror has no relevant past performance, it should be included a statement to that effect in its proposal. The Government may use other information that is readily available to determine an Offeror's past performance. The Government reserves the right to consider data obtained from sources other than those described by the Offeror in its proposal.

Price Proposal Submission Requirements

1. Price Proposals shall be clearly labeled and tabbed with the following sections:
    a. Offer (SF-1442)
    b. Cost Breakdown
    c. Bid Bond
    d. System of Award Management (SAM) Registration

2. Offerors shall include the following information for each identified Section:
    a. **Offer:**

a.i. Offeror shall include a completed and signed copy of the SF-1442. The person signing the SF-1442 shall have authority to commit the Offeror to all of the terms and conditions set forth in this solicitation, fully recognizing that the Government has the right to make an award without further discussions.

a.ii. Offeror shall acknowledge all, if any, amendments issued.

b. **Cost Breakdown:**

b.i. Offeror should include a detailed cost breakdown for each CLIN showing, at a minimum, the following:

b.i.1) Salary/wage information with associated payroll expenses, for personnel to be used in performance of the contract;

b.i.2) Cost for equipment (boilers, purchase and temporary rental) supplies, and consumable materials;

b.i.3) A breakout of all subcontractor costs (show separate totals for each subcontract);

b.i.4) A breakout of related support costs, such as equipment maintenance, rental, transportation, etc.;

b.i.5) Overhead costs;

b.i.6) General Administrative expenses;

b.i.7) Profit.

c. **Bid Bond:**

c.i. Offeror shall include a Bid Bond in accordance with FAR 52.228-1, Bid Guarantee. The amount of the Bid Bond shall be equal to or greater than 20% of the Offerors total proposed price.

c.ii. Bid Bonds must be issued by a Surety certified by the U.S. Department of Treasury and licensed to operate in the state of Maryland.

c.iii. **Offerors who fail to submit a Bid Bond that meets the criteria above will not be evaluated or considered for award.**

d. **SAM Registration:**

d.i. Offeror shall include a copy of the Offeror's current SAM registration.

d.ii. Offeror shall include a copy of their complete Representations and Certifications, which can be referenced in the Offerors registration at www.SAM.gov.

d.iii. Note: Offerors are reminded their SAM registration status must be "Active", at the time their offer is submitted, to be considered for award (see FAR 52.204-7). DOC has issued PM 2026-06, which issued a class deviation to implement the Revolutionary FAR Overhaul (RFO) and adopt the RFO model deviated text.

RFO Deviation Provisions Incorporated by Reference – Section L

The Department of Commerce has issued Procurement Memorandum 2026-06, which issued a class deviation to implement the Revolutionary FAR Overhaul (RFO) and adopt the RFO model deviated text. This contract incorporates the following RFO deviation 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. Also, the full text of a clause may be accessed electronically at https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52.

RFO deviation provisions incorporated by reference:

Number	Title	Date
52.204-7	System for Award Management – Registration	DEVIATION January 2026
52.212-1	Instructions to Offerors—Commercial Products and Commercial Services	DEVIATION January 2026
52.233-2	Service of Protest	DEVIATION January 2026

52.216-1 Type of Contract.

(DEVIATION January 2026)

The Government contemplates award of a ***Firm Fixed-Price*** contract resulting from this solicitation.

(End of provision)

L.4 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)
(Reference 52.225-10)

Section M.1 – Basis for Award

Basis for Award

The Government intends to award a single Firm-Fixed-Price contract to the responsible Offeror whose proposal represents the best value to the Government considering price and non-price factors.

The Government will evaluate proposals in accordance with FAR Part 12 procedures for commercial products and commercial services, as supplemented by the solicitation requirements applicable to construction services. Note: DOC has issued PM 2026-06, which issued a class deviation to implement the Revolutionary FAR Overhaul (RFO) and adopt the RFO model deviated text.

Award may be made without exchanges with Offerors. Therefore, the initial proposal should contain the Offeror's best technical and price terms.

The Government reserves the right to:

- Conduct clarifications or communications,
- Seek proposal revisions,
- Conduct exchanges with one or more Offerors,
- Waive minor informalities or irregularities,
- Reject any or all proposals,
- Award to other than the lowest-priced Offeror.

Non-price factors, when combined, are significantly more important than price. However, as proposals become more equal in technical merit, price may become more important in the award decision.

To be eligible for award, the Offeror must be determined responsible in accordance with FAR 9.104-1. Note: DOC has issued PM 2026-06, which issued a class deviation to implement the Revolutionary FAR Overhaul (RFO) and adopt the RFO model deviated text.

Evaluation Factors

The Government will evaluate proposals using the following factors listed in descending order of importance:

Factor 1 - Bonding (Pass/Fail)
Factor 2 - Experience
Factor 3 - Technical Approach
Factor 4 - Key Personnel
Factor 5 - Past Performance

Price will be evaluated separately and will not be assigned an adjectival rating.

Offerors are reminded that pages exceeding the stated limits in Section L will not be evaluated by the Government.

Technical factors shall be evaluated and using the following rating methodology:

1. **Evaluation of Factor 1 – Bonding (Pass/Fail)**
   The Government will initially evaluate Factor 1 by reviewing submissions and assigning a rating of either "PASS" or "FAIL". An Offeror that receives a rating of "FAIL" will not be evaluated any further and will not be considered for award. To receive a rating of "PASS", an Offeror must meet the following:

   a. Offeror must submit a letter from their Surety indicating:
      a.i. Per contract bonding capacity greater than or equal to the Offeror's total – all CLINS proposed price; and,
      a.ii. Aggregate bonding capacity greater than the Offeror's proposed price.
   b. Surety must be certified by the U.S. Department of Treasury and licensed to operate in the state of Maryland.

2. **EVALUATION OF ADJECTIVALLY RATED FACTORS**
   The Government will only evaluate Factors 2, 3, 4, and 5 for Offerors who have received a passing rating for Factor 1. Factors 2, 3, 4, and 5 shall be evaluated and scored adjectivally using the following rating methodology:

3. **Evaluation of Factor 2 – Experience**
   The Government will evaluate the Offeror's experience successfully completing recent and relevant projects. The Government will evaluate a minimum of one (1), maximum of three (3) experience submittals. If more than three (3) projects are submitted, the Government will evaluate only the first three (3) in order as submitted. The Government will not consider or evaluate any projects which are not submitted using the Attachment #8 – Project Data Sheet. Offerors must have successfully completed relevant projects in occupied buildings.

   Offerors must have completed Clean Room HEPA Filtration Replacements for a Class 100 cleanroom; HEPA Filtration Replacements in cleaner rooms (i.e. Class 10) would be rated more favorably.

   Offerors must have completed HEPA Filtration Replacements in a minimum 4,000 sqft Class 100 cleanroom; cleanroom sizes greater than 4,000 sqft would be evaluated more favorably.

An Offeror with more relevant experience will be evaluated more favorably than Offerors with less relevant experience.

An offeror who does not submit the minimum of one (1) recent and relevant project will not be considered further.

4. **Evaluation of Factor 3 – Technical Approach**
The Government will evaluate an Offeror's Technical Approach to assess the offeror's ability to meet project requirements and execute the project. This is a subjective evaluation.

   a. The Government will evaluate the Offeror's detailed Scope of Work by comparing it against the 100% Construction Documents, 100% Specifications, and the Statement of Work. The Government will evaluate proposals more favorably if more in-depth, logical, and concise information is provided. For example, an Offeror who explains the components of the construction sequence in detail may be rated more favorably than an Offeror who only explains where the project may start. **An offeror shall provide a detailed procedure for protecting existing research equipment**; an offeror providing a thorough rationale and proof of concept may be rated more favorably.

   b. The Government will evaluate the Construction Schedule by reviewing estimated lead times, key milestones, and total project schedule. The Government may rate an Offeror who submits a schedule that is complete, logical, realistic, and clearly defines subtasks, critical path, and associations for executing the project more favorably.

   c. The Government will evaluate the Offeror's staffing management plan and methodology for assembling a team to successfully perform the project scope. The staffing management plan must include plans for how construction personnel will be vetted (for technical competency as well as security background clearance) and acquired, as well as scheduled during the outage periods. The Government may rate an Offeror who submits a complete, clear, and logical staffing plan may be rated more favorably.

   d. The Government will review the Offeror's construction management plan and evaluate its approach in planning with minimizing outages, organizing, applying building codes and national standards used in the semi-conductor industry in executing the statement of work. The construction management plan will be evaluated to determine the extent to which it demonstrates the offeror's ability to successfully complete the work in a class 100 occupied and operational NanoFab cleanroom facility, operating 24 hours and seven days a week. The Government may rate an Offeror more favorably who presents a comprehensive, detailed, project specific, logical technical approach that

clearly and concisely addresses their approach to controlling construction quality, cost, safety, and schedule.

5. **Evaluation of Factor 4 – Key Personnel:**
The Government will evaluate the Offeror's proposed key personnel's qualifications to assess their ability to successfully complete a project of the scope and complexity as outlined in the statement of work. This is a subjective evaluation. The Government will not consider or evaluate Key Personnel data not submitted using the Attachment #10 – Key Personnel Resume Form. An Offeror who proposes key personnel who are determined to be more highly qualified may be rated more favorably by the Government.

6. **Evaluation of Factor 5 – Past Performance**
The Government will evaluate the past performance of an Offeror by reviewing past performance information submitted for relevant projects identified in the Offeror's Factor 2 – Experience submission. Past performance information submitted for projects other than those identified in the Offeror's Factor 2 – Experience submission will not be considered for evaluation.

The Government will review an Offeror's following submissions:

a.i. CPARS reports for projects completed for the Federal Government, and;
a.ii. Customer completed Attachment #9 - Past Performance Questionnaires for projects where no CPARS is available.

An Offeror whose past performance is relevant and rated positively may be rated more favorably.

If an Offeror submits incomplete past performance or fails to submit any past performance information, the Government may evaluate past performance based on the information obtained concerning the Offerors' performance relevant to services similar in scope, complexity, and size for the prime contractor. Additionally, the following resources will be used for evaluation:

i. Contractor Performance Assessment Reporting Systems (CPARS), or similar systems of other Government departments and agencies,
ii. Interviews within NIST if Offeror holds/held previous contracts,
iii. Interviews with program managers and Contracting Officers, and;
iv. Other sources known to the Government, including commercial sources.

In the case of an Offeror without a CPARs record of relevant past performance or for whom information on past performance is not available, the Government shall rate them as "NEUTRAL". A subfactor rating of "NEUTRAL" will be evaluated neither favorably nor unfavorably.

Evaluation of Price

The Government will evaluate proposed prices for completeness, fairness, and reasonableness.

Price evaluation may include:

- Comparison of proposed prices,
- Comparison to the Independent Government Estimate (IGE),
- Comparison to historical pricing information,
- Comparison to market conditions.

The Government may evaluate whether proposed pricing reflects a reasonable understanding of the solicitation requirements.

The Government does not intend to perform a price realism analysis.

Best Value Determination

The Government will make an integrated assessment of proposals and perform a price/technical tradeoff analysis to determine which proposal represents the best value to the Government.

Award may be made to an Offeror other than the lowest-priced Offeror if the Government determines that the additional technical merit, reduced performance risk, or other advantages associated with a higher-rated proposal warrant the additional price premium.

Conversely, the Government may determine that a lower-priced proposal represents the best value when technical differences between proposals are not significant.