SOLICITATION, OFFER, AND AWARD

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING

PAGE OF PAGES 1 | 49

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	AOCSSB26R0039	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	05/26/2026	LCA260113

7. ISSUED BY CODE 9901
Architect of the Capitol
Supplies, Services, and Material Management Division
Ford House Building Room H2-263
2nd and D Streets SW
Washington, DC 20515

8. ADDRESS OFFER TO (If other than Item 7)

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 02:00 ET (Hour) local time 07/21/2026 (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	
	Troy Dorsey	202	.394.9981		troy.dorsey@aoc.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA			L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS(%)	20 CALENDAR DAYS(%)	30 CALENDAR DAYS(%)	0 CALENDAR DAYS(%)
	0.00 %	0.00 %	0.00 %	0.00 %

14. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE

15A. NAME AND ADDRESS OF OFFEROR

CODE _____ FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or Print)*

15B. TELEPHONE NUMBER			☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION:
☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ( )

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

24. ADMINISTERED BY *(if other than Item 7)* CODE _____

25. PAYMENT WILL BE MADE BY CODE _____

26. NAME OF CONTRACTING OFFICER (Type or print)
Troy Dorsey
Contracting Officer

27. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Table of Contents

Section	Description	Page Number
B	Supplies or Services and Prices/Costs	
	B.1 Supplies or Services and Price Costs	10
C	Descriptions/Specifications/Statement of Work	10
	C.1 Statement of Work	10
E	Inspection and Acceptance	
	52.246-13 Inspection-Dismantling, Demolition, or Removal of Improvements (Aug 1996)	11
	52.246-16 Responsibility for Supplies (Apr 1984)	11
	52.246-4 Inspection of Services-Fixed-Price (Aug 1996)	11
	52.246-2 Inspection of Supplies-Fixed-Price (Aug 1996)	11
	52.246-12 Inspection of Construction (Aug 1996)	13
F	Deliveries or Performance	
	AOC52.211-4 Term of Contract (Jan 2007)	14
	F.1 Deliveries or Performance	14
G	Contract Administration Data	14
	AOC52.201-1 Contracting Officers Authority (Jun 2004)	14
	AOC52.201-2 Contracting Officers Representative (COR) (January 2021)	14
	AOC52.204-6 Capitol Complex Conditions Affecting Contractor Operations (May 2008)	14
	AOC52.211-1 Key Personnel (January 2021)	14
	AOC52.211-2 Approval of Substitute Contractor Personnel (Jun 2004)	15
	AOC52.211-5 Commencement, Prosecution and Completion of Work (May 2024)	15
	AOC52.223-8 Vehicle and Delivery Inspection (July 2022)	15
	AOC52.227-3 Drawings and Other Data to Become Property of the Government (Jul 2008)	16
	AOC52.236-11 Submittals (Jun 2004)	16
	AOC52.242-2 Contractor Performance Evaluations (Dec 2006)	16
H	Special Contract Requirements	17
	H.1 Special Contract Requirements	17
I	Contract Clauses	17
	52.252-2 Clauses Incorporated by Reference (Feb 1998)	17
	52.203-3 Gratuities (Apr 1984)	17
	52.203-5 Covenant Against Contingent Fees (May 2014)	17
	52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020)	17
	52.203-7 Anti-Kickback Procedures (Jun 2020)	17
	52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025)	17
	52.215-8 Order of Precedence - Uniform Contract Format (Oct 1997)	17
	52.222-21 Prohibition of Segregated Facilities (Apr 2015)	17
	52.222-26 Equal Opportunity (Sept 2016)	17
	52.222-35 Equal Opportunity for Veterans (Jun 2020)	17
	52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020)	17
	52.222-37 Employment Reports on Veterans (Jun 2020)	17
	52.222-41 Service Contract Labor Standards (Aug 2018)	17
	52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)	17
	52.222-50 Combating Trafficking in Persons (Oct 2025)	18
	52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (May 2024)	18
	52.225-1 Buy American-Supplies (Oct 2022)	18
	52.225-13 Restrictions on Certain Foreign Purchases (Feb 2021)	18
	52.227-1 Authorization and Consent (Jun 2020)	18
	52.227-3 Patent Indemnity (Apr 1984)	18
	52.227-14 Rights in Data-General (May 2014)	18
	52.229-3 Federal, State and Local Taxes (Feb 2013)	18
	52.232-11 Extras (Apr 1984)	18
	52.232-23 Assignment of Claims (May 2014)	18
	52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)	18
	52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	18
	52.239-1 Privacy or Security Safeguards (Aug 1996)	18

52.242-13 Bankruptcy (July 1995)..... 18
52.243-1 Alt I Changes-Fixed-Price (Aug 1987) - Alternate I (Apr 1984)..... 18
52.243-1 Alt II Changes-Fixed-Price (Aug 1987) - Alternate II (Apr 1984)..... 18
52.243-1 Alt III Changes - Fixed-Price (Aug 1987) - Alternate III (Apr 1984)..... 18
52.245-1 Alt I Government Property (Sep 2021) - Alternate I (Apr 2012)..... 18
52.246-25 Limitation of Liability-Services (Feb 1997)..... 18
52.249-2 Termination for Convenience of the Government (Fixed-Price) (Apr 2012)..... 18
52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)..... 18
AOC52.203-5 Confidentiality Requirement (Nov 2004)..... 18
52.217-9 Option to Extend the Term of the Contract (Mar 2000)..... 18
52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)..... 19
52.233-3 Protest after Award (Aug 1996)..... 19
52.236-23 Responsibility of the Architect-Engineer Contractor (Apr 1984)..... 20
52.236-24 Work Oversight in Architect-Engineer Contracts (Apr 1984)..... 20
52.236-25 Requirements for Registration of Designers (June 2003)..... 20
52.236-26 Preconstruction Conference (Feb 1995)..... 20
52.244-4 Subcontractors and Outside Associates and Consultants (Architect-Engineer Services) (Aug 1998)..... 20
52.246-20 Warranty of Services (May 2001)..... 20
52.246-21 Warranty of Construction (Mar 1994)..... 21
AOC52.202-1 Definitions (Jun 2004)..... 22
AOC52.203-1 Advertising/Promotional Materials (Dec 2005)..... 22
AOC52.203-2 AOC52.203-2 Disclosure of Information to the General Public (April 2023)..... 22
AOC52.203-4 Dissemination of Contract Information (July 2010)..... 23
AOC52.204-4 Personal Identity Verification of Contractor Personnel (E-Verify) (October 2021)..... 23
AOC52.204-5 AOC52.204-5, System for Award Management (SAM) (April 2021)..... 24
AOC52.204-7 Executive Orders not Applicable to the AOC (February 2018)..... 25
AOC52.204-8 Removal of Contractor Employees from Contract (May 2022)..... 25
AOC52.204-9 Photography, Video and Audio Recording (April 2023)..... 26
AOC52.204-10 Prohibition on a ByteDance Covered Application..... 26
AOC52.209-2 Restrictions and Disclosures of Organizational and Personal Conflicts of Interest (Oct 2008)..... 27
AOC52.215-10 Examination of Records (July 2014)..... 27
AOC52.215-11 Examination of Costs (June 23, 2023)..... 27
AOC52.216-6 Undefinitized Contract Actions (Mar 2005)..... 28
AOC52.222-3 Convict Labor (Jun 2004)..... 28
AOC52.222-4 Overtime Work (Aug 2004)..... 28
AOC52.223-3 Security Markings - CUI (March 2017)..... 29
AOC52.223-5 Special Security Requirements (October 2021)..... 31
AOC52.223-9 Accident Prevention and Safety and Health Programs (Sep 2004)..... 31
AOC52.223-10 Use of Radiography or other Nuclear Regulatory Commission Licensed Devices and Notice of Radioactive Materials (August 2011)..... 32
AOC52.223-11 Contract Performance and Reporting Requirements during a Pandemic (March 2021)..... 32
AOC52.227-1 Patent Indemnity - Commercial Products and Services (October 2021)..... 33
AOC52.227-2 Unlimited Government Rights (Nov 2004)..... 33
AOC52.228-2 Insurance - Work on a Government Installation (June 2018)..... 33
AOC52.228-3 Professional Liability Insurance (Nov 2004)..... 34
AOC52.228-4 Indemnification and Hold Harmless Clause (April 2023)..... 34
AOC52.228-8 Pollution Liability Insurance (Jul 2008)..... 34
AOC52.231-1 Travel Costs (Nov 2004)..... 34
AOC52.232-1 Payment Requests (July 2022)..... 35
AOC52.232-6 Payment by Electronic Funds Transfer (March 2012)..... 36
AOC52.232-7 Discounts (Aug 2004)..... 36
AOC52.232-12 Assignment - Supplement (January 2021)..... 37
AOC52.233-1 Disputes (January 2021)..... 37
AOC52.233-2 Waiver and Release of Claims (February 2015)..... 38
AOC52.236-6 Archeological or Historic Sites (AoC) (May 2005)..... 38
AOC52.239-1 Protection of AOC Information Technology Systems (March 2018)..... 38
AOC52.242-4 Stop-Work Order (May 2014)..... 39

AOC52.245-2 Government-Furnished Property (July 2013)....39
AOC52.249-14 Excusable Delays (August 2018)....39
J List of Attachments....40
J.1 List of Attachments....40
K Representations, Certifications and Other Statements of Offerors or Respondents....40
52.204-3 Taxpayer Identification (Oct 1998)....40
52.209-5 Certification Regarding Responsibility Matters (Aug 2020)....41
52.222-22 Previous Contracts and Compliance Reports (Feb 1999)....43
52.223-1 Biobased Product Certification (May 2024)....43
52.225-2 Buy American Certificate (Oct 2022)....43
52.225-18 Place of Manufacture (Aug 2018)....44
AOC52.204-2 AOC52.204-2, Unique Entity Identifier (April 2021)....44
AOC52.204-3 Representations and Certifications (Nov 2004)....45
AOC52.209-1 Organizational and Personal Conflicts of Interest (Apr 2010)....45
AOC52.209-3 Company Principals (Oct 2008)....45
AOC52.215-8 Authorized Negotiators (January 2021)....45
L Instructions, Conditions and Notices to Offerors or Respondents....46
52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)....46
52.216-1 Type of Contract (Apr 1984)....46
AOC52.215-2 Interpretations and Amendments (Jun 2004)....46
AOC52.215-3 Restriction on Disclosure and Use of Data (Jun 2004)....47
AOC52.215-6 Preparation of Offers/Quotations (January 2021)....47
AOC52.215-12 Joint Venture Offeror Requirements (May 2010)....47
AOC52.232-14 Submission of Electronic Funds Transfer Information (March 2012)....47
AOC52.233-5 Service of Protest (January 2021)....47
AOC52.237-1 Site Visit (January 2021)....48
L.1 Instructions to Offerors....48
M Evaluation Factors for Award....48
52.217-5 Evaluation of Options (July 1990)....48
AOC52.215-5 Contract Award - Source Selection Procedures (Jun 2004)....48
M.1 Evaluation Factors for Award....49

Section B - Supplies or Services and Prices/Costs

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	OPTIONAL CONTRACT PHASE-IN Firm Fixed Price PSC:	1.000000	MONTH		
	Period of Performance: 02/01/2027 - 02/28/2027				
	Description: CLIN 001 Contract Phase In February 1, 2027 to February 28, 2027.				
	Reference Line: LCA260113 - 0001				
	Pricing Options:				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0002	BASE PERIOD, BASIC SERVICES Other PSC:	12.000000	MONTH		
	Period of Performance: 03/01/2027 - 02/29/2028				
	Reference Line: LCA260113 - 0001				
	Pricing Options: Indicator: Base				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0003	BASE PERIOD, SNOW AND ICE REMOVAL Other PSC:	1.000000	LT		
	Period of Performance: 03/01/2027 - 02/29/2028				
	Reference Line: LCA260113 - 0001				
	Pricing Options: Indicator: Base				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0004	BASE PERIOD, MATERIALS AND SPARE PARTS Other PSC:	1.000000	LT		

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Period of Performance: 03/01/2027 - 02/29/2028				
	Reference Line: LCA260113 - 0001				
	Pricing Options: Indicator: Base				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0005	BASE PERIOD, PROJECTS Other PSC:	1.000000	LT		
	Period of Performance: 03/01/2027 - 02/29/2028				
	Reference Line: LCA260113 - 0001				
	Pricing Options: Indicator: Base				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0006	OPTION YEAR 1, BASIC SERVICES Other PSC:	12.000000	MONTH		
	Period of Performance: 03/01/2028 - 02/28/2029				
	Reference Line: LCA260113 - 0001				
	Pricing Options: Option Period: 1				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0007	OPTION YEAR 1, SNOW AND ICE REMOVAL Other PSC:	1.000000	LT		
	Period of Performance: 03/01/2028 - 02/28/2029				
	Reference Line: LCA260113 - 0001				
	Pricing Options: Option Period: 1				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0008	OPTION YEAR 1, MATERIALS AND SPARE PARTS Other PSC:	1.000000	LT		
	Period of Performance: 03/01/2028 - 02/28/2029				
	Reference Line: LCA260113 - 0001				
	Pricing Options: Option Period: 1				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0009	OPTION YEAR 1, PROJECTS Other PSC:	1.000000	LT		
	Period of Performance: 03/01/2028 - 02/28/2029				
	Reference Line: LCA260113 - 0001				
	Pricing Options: Option Period: 1				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0010	OPTION YEAR 2, BASIC SERVICES Other PSC:	12.000000	MONTH		
	Period of Performance: 03/01/2029 - 02/28/2030				
	Reference Line: LCA260113 - 0001				
	Pricing Options: Option Period: 2				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0011	OPTION YEAR 2, PROJECTS Other PSC:	1.000000	LT		
	Period of Performance: 03/01/2029 - 02/28/2030				
	Reference Line: LCA260113 - 0001				
	Pricing Options:				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Option Period: 2				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0012	OPTION YEAR 2, MATERIALS AND SPARE PARTS Other PSC:	1.000000	LT		
	Period of Performance: 03/01/2029 - 02/28/2030				
	Reference Line: LCA260113 - 0001				
	Pricing Options: Option Period: 2				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0013	OPTION YEAR 2, SNOW AND ICE REMOVAL Other PSC:	1.000000	LT		
	Period of Performance: 03/01/2029 - 02/28/2030				
	Reference Line: LCA260113 - 0001				
	Pricing Options: Option Period: 2				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0014	OPTION YEAR 3, BASIC SERVICES Other PSC:	12.000000	MONTH		
	Period of Performance: 03/01/2030 - 02/28/2031				
	Reference Line: LCA260113 - 0001				
	Pricing Options: Option Period: 3				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0015	OPTION YEAR 3, PROJECTS Other PSC:	1.000000	LT		

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Period of Performance: 03/01/2030 - 02/28/2031				
	Reference Line: LCA260113 - 0001				
	Pricing Options: Option Period: 3				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0016	OPTION YEAR 3, MATERIALS AND SPARE PARTS Other PSC:	1.000000	LT		
	Period of Performance: 03/01/2030 - 02/28/2031				
	Reference Line: LCA260113 - 0001				
	Pricing Options: Option Period: 3				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0017	OPTION YEAR 3, SNOW AND ICE REMOVAL Other PSC:	1.000000	LT		
	Period of Performance: 03/01/2030 - 02/28/2031				
	Reference Line: LCA260113 - 0001				
	Pricing Options: Option Period: 3				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0018	OPTION YEAR 4, BASIC SERVICES Other PSC:	12.000000	MONTH		
	Period of Performance: 03/01/2031 - 02/29/3032				
	Reference Line: LCA260113 - 0001				
	Pricing Options: Option Period: 4				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0019	OPTION YEAR 4, PROJECTS Other PSC:	1.000000	LT		
	Period of Performance: 03/01/2031 - 02/29/3032				
	Reference Line: LCA260113 - 0001				
	Pricing Options: Option Period: 4				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0020	OPTION YEAR 4, MATERIALS AND SPARE PARTS Other PSC:	1.000000	LT		
	Period of Performance: 03/01/2031 - 02/29/2032				
	Reference Line: LCA260113 - 0001				
	Pricing Options: Option Period: 4				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0021	OPTION YEAR 4, SNOW AND ICE REMOVAL Other PSC:	1.000000	LT		
	Period of Performance: 03/01/2031 - 02/29/2032				
	Reference Line: LCA260113 - 0001				
	Pricing Options: Option Period: 4				

B.1 Supplies or Services and Price Costs

See Attachment B. Supplies or Services and Prices Costs

Section C - Descriptions/Specifications/Statement of Work

C.1 Statement of Work

See Attachment C. Statement of Work

Section E - Inspection and Acceptance

Clause	Title	Fill-ins
52.246-13	Inspection-Dismantling, Demolition, or Removal of Improvements (Aug 1996)	
52.246-16	Responsibility for Supplies (Apr 1984)	

52.246-4 Inspection of Services-Fixed-Price (Aug 1996)

(a) *Definition*. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may--

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may--

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of clause)

52.246-2 Inspection of Supplies-Fixed-Price (Aug 1996)

(a) *Definition*. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time--

(i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

(ii) When the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost

from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in paragraph (l)(1) or (l)(2) of this clause and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of clause)

52.246-12 Inspection of Construction (Aug 1996)

(a) *Definition*. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this- section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may--

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

AOC52.211-4 Term of Contract (Jan 2007)

The term of the contract shall be a one-year base period and four one-year option periods.
##
(End of clause)

F.1 Deliveries or Performance

See Attachment F.1 Deliveries or Performance

Section G - Contract Administration Data

AOC52.201-1 Contracting Officers Authority (Jun 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change 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 price to cover any increase in costs incurred as a result thereof.
(End of clause)

AOC52.201-2 Contracting Officers Representative (COR) (January 2021)

The Government shall provide the name, address and telephone number of the COR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual s responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COR be delegated authority to order any change in the contractor s performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.
(End of clause)

AOC52.204-6 Capitol Complex Conditions Affecting Contractor Operations (May 2008)

Capitol Complex operations are, at irregular and unanticipated times, interrupted due to events that can occur on the Capitol Complex, e.g., funerals that utilize the Rotunda, closure of Congressional buildings due to unusual activities, etc. These events can impact AOC contractor operations. Any AOC contractor that becomes aware of an event that may affect its operations on the Capitol Complex may go to www.aoc.gov/business/contractors to receive current information of the operational status of the Capitol Complex. Before ceasing or limiting its operations, the Contractor must obtain written approval from the Contracting Officer.
(End of clause)

AOC52.211-1 Key Personnel (January 2021)

(a) The Contractor shall assign to this contract the following key personnel as proposed in the Contractor's bid, quote or technical proposal:
Name: _____
Title: __Project Manager_____ Telephone No. _____
Name:_____
Title: Chief Engineer _____ Telephone No. ___
Name:_____
Title: _____ Telephone No. ___
(b) At any time during performance of the contract, the AOC reserves the right to require the contractor to remove a Key Personnel individual and demand a substitution in accordance with the pertinent provisions of Paragraph (d) below.
(c) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by Paragraph (c) below. After the

initial 90-day period, the Contractor shall submit the information required by Paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.
(d) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutions, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.
(e) The approval of substitute personnel will not be considered to be grounds for an increase in the contract price.
(f) The special security requirements in AOC52.223-5, Special Security Requirements, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.
(End of clause)

AOC52.211-2 Approval of Substitute Contractor Personnel (Jun 2004)

(a) During the first 180 days , the Contractor shall make no substitutions of personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (b) below. After the initial 180 day period, the Contractor shall submit the information required by paragraph (b) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.
(b) The Contractor shall provide 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. Proposed substitutes should have comparable qualifications to those of the person being replaced.
(c) This paragraph applies only to a labor hour or time-and-materials contract. The Unit Price (hourly labor rate) for the approved substituted personnel shall remain the same as the rates of the relevant labor category, in the applicable Base Year or any of the subsequent Option Years (see the SCHEDULE OF ITEMS in Section B).
(d) The special security requirements in AOC52.223-5, Special Security Requirements, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.
(End of clause)

AOC52.211-5 Commencement, Prosecution and Completion of Work (May 2024)

(a) All work to be performed under this contract shall be completed within the number of calendar days specified in the contract awarded for **final completion**. The time stated for **final completion** shall include final cleanup of the premises. No work under this contract shall be performed on Saturdays, Sundays or Federal holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, except with prior approval of the Contracting Officer.

(b) Time for completion of the contract work will be adjusted only in accordance with applicable clauses, e.g., Differing Site Conditions, Changes, Changes - Supplement, Suspension of Work, or other clauses, as appropriate.

(End of clause text)

AOC52.223-8 Vehicle and Delivery Inspection (July 2022)

(a) During the performance of work on this contract, all contractor, subcontractor and supplier vehicles (including contents) that enter or leave United States Government property will be subject to clearance, inspection, and identification procedures. These procedures are conducted by the United States Capitol Police (USCP), the United States Marshall's Service, the Supreme Court Police and other law enforcement personnel based on this contract's performance and delivery requirements.
(b) Unless specified differently by this clause, no vehicles or deliveries will be permitted on the Capitol Campus unless processed at the Off-Site Delivery Center (OSDC) located at 4700 Shepherd Parkway, SW, Washington, D.C. 20032.
(c) All vehicles subject to this clause will be required to report to the OSDC for inspection and clearance. OSDC hours of operation are 4:30 AM until 3:00 PM, Monday through Friday. The facility is closed on all Federal holidays and can be contact at 202.224.0202.
(d) After being cleared by the OSDC, vehicles will be permitted to continue to their intend location(s) on the Capitol Campus as necessary. Highway travel on and around the Capitol Campus is highly controlled and all vehicles shall comply with any directions or instructions provided by the USCP and/or other law enforcement personnel encountered while traveling with the Capitol Campus.
(e) Based on contract performance and delivery requirements, vehicle entrances and delivery locations on the Capitol Campus are as follows:
(1) The Capitol Building/CVC loading dock (New Jersey Ave. & C Street, NW)

(2) The Senate Office Buildings loading dock at the Hart Tunnel (100 block of D Street, NE)
(3) The Ford House Office Building loading dock (200 block of Virginia Avenue, SW)
(4) The access point for the Rayburn, Longworth, Cannon House Office Buildings (Delaware Ave. & Washington Avenue, SW)
(5) The loading dock for the Library of Congress (Delaware Ave. & Washington Avenue, SW)
(6) The loading dock for the Capitol Power Plant (25 E Street, SE)
(7) For the U.S. Supreme Court and the Thurgood Marshall Federal Judiciary Building, contractor, subcontractor and supplier vehicles will be granted the appropriate access only after post award consultation and coordination between the contractor and the Contracting Officer (CO); the Contracting Officer's Representative (COR); and the AOC Supreme Court. - .Buildings and Grounds, Office of the Facilities Manager.
(8) For the U.S. Botanic Garden contractor, subcontractor and supplier vehicles will be granted the appropriate access only after post award consultation and coordination between the contractor and the Contracting Officer (CO); the Contracting Officer's Representative (COR); and the U.S. Botanic Garden.
(e) Prior notification for all exceptions and afterhours deliveries will be processed through the House / Senate Sergeant at Arms, the Architect of the Capitol, USCP Special Events (202-224-8891), or USCP Construction Security Division (202) 593-7053). The USCP Command Center (202 224-0908) will be notified during the hours that the Special Events Section is closed. Exception example: Time sensitive deliveries and deliveries containing material such as concrete, asphalt, and other materials /goods that may deteriorate over a short period of time. All deliveries for special events/functions in any Capitol Complex, building, must have approval through the House or Senate Sergeant At Arms office prior to inspection at the Off-Site Inspection Center – please call USCP Special Events at the number above.
(f) Within seven calendar days prior to the first delivery under this contract, the contractor shall provide to the U.S. Capitol Police a letter on company letterhead accompanied by signature of the owner, president or manager the following information:
(1) List of drivers (in alphabetical order);
(2) Date of birth for each driver;
(3) Social Security Number of each driver;
(4) Vehicle description to include – color, make, model and any signage on vehicle;
(5) License tag number and state of issuance;
(6) Driver's License Number;
(7) Building(s) to be accessed; and
(8) Company contact person and phone number/
(g) At least 24 hours prior to arrival on the Capitol Campus, the above information is to be provided to the United States Capitol Police Off-Site Inspection Center, 4700 Shepherd Parkway SW, Washington, D.C. 20032, via email at mailto:OSDCAdmin@uscp.gov. For verification of receipt, the contractor may call (202) 224-0202.

(End of clause)

AOC52.227-3 Drawings and Other Data to Become Property of the Government (Jul 2008)

All designs, drawings, specifications, notes, and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design without additional compensation to the Contractor.

(End of clause)

AOC52.236-11 Submittals (Jun 2004)

(a) The Contractor shall deliver all required submittals within the times specified elsewhere in this contract. Unless specifically stated otherwise, four (4) sets of each item shall be delivered by the contractor to the Contracting Officer s Technical Representative. An in-depth description of these submittals can be found in the appropriate technical sections of the specification. Any Schedule of Work prepared shall reflect delivery of these items. Failure to provide timely delivery of these submittals may be considered to be grounds for termination for default.
(b) The Government will review the submittals and either approve them as submitted, or mark required changes on them. If change are required, the Contractor shall deliver revised submittals for approval by the Government which incorporate all of the required changes within two weeks after receipt by the Contractor of the marked-up submittals.
(End of clause)

AOC52.242-2 Contractor Performance Evaluations (Dec 2006)

At the conclusion of contract performance and/or at any point during the performance of this contract, the AOC may elect to evaluate the Contractor and submit a final or interim performance evaluation into the appropriate on-line database designated as the repository

of Contractor evaluations for the Federal Government. Any evaluation submitted shall include input from the Contracting Officer's Technical Representative and other agency personnel, as appropriate, and the Contracting Officer. The Contractor shall have the opportunity to review any evaluations and submit supporting information for any differing of positions between the Contractor and the AOC in accordance with the protocol established by the specific on-line database.
(End of clause)

Section H - Special Contract Requirements

H.1 Special Contract Requirements

See Attachment H. Special Contract Requirements

Section I - Contract Clauses

52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

##https://www.acquisition.gov/browse/index/far
##_____
##_____
[Insert one or more Internet addresses]

(End of clause)

Clause	Title	Fill-ins
52.203-3	Gratuities (Apr 1984)	
52.203-5	Covenant Against Contingent Fees (May 2014)	
52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
52.203-7	Anti-Kickback Procedures (Jun 2020)	
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025)	
52.215-8	Order of Precedence - Uniform Contract Format (Oct 1997)	
52.222-21	Prohibition of Segregated Facilities (Apr 2015)	
52.222-26	Equal Opportunity (Sept 2016)	
52.222-35	Equal Opportunity for Veterans (Jun 2020)	
52.222-36	Equal Opportunity for Workers with Disabilities (Jun 2020)	
52.222-37	Employment Reports on Veterans (Jun 2020)	
52.222-41	Service Contract Labor Standards (Aug 2018)	

Clause	Title	Fill-ins
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)	
52.222-50	Combating Trafficking in Persons (Oct 2025)	
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts (May 2024)	
52.225-1	Buy American-Supplies (Oct 2022)	
52.225-13	Restrictions on Certain Foreign Purchases (Feb 2021)	
52.227-1	Authorization and Consent (Jun 2020)	
52.227-3	Patent Indemnity (Apr 1984)	
52.227-14	Rights in Data-General (May 2014)	
52.229-3	Federal, State and Local Taxes (Feb 2013)	
52.232-11	Extras (Apr 1984)	
52.232-23	Assignment of Claims (May 2014)	
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	
52.239-1	Privacy or Security Safeguards (Aug 1996)	
52.242-13	Bankruptcy (July 1995)	
52.243-1 Alt I	Changes-Fixed-Price (Aug 1987) - Alternate I (Apr 1984)	
52.243-1 Alt II	Changes-Fixed-Price (Aug 1987) - Alternate II (Apr 1984)	
52.243-1 Alt III	Changes - Fixed-Price (Aug 1987) - Alternate III (Apr 1984)	
52.245-1 Alt I	Government Property (Sep 2021) - Alternate I (Apr 2012)	
52.246-25	Limitation of Liability-Services (Feb 1997)	
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 2012)	
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)	
AOC52.203-5	Confidentiality Requirement (Nov 2004)	

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (months) (years).

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5 332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	**Monetary Wage-Fringe Benefits**

(End of clause)

52.233-3 Protest after Award (Aug 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stop-page. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

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

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

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

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

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

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

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

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-23 Responsibility of the Architect-Engineer Contractor (Apr 1984)

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

(End of clause)

52.236-24 Work Oversight in Architect-Engineer Contracts (Apr 1984)

The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Contracting Officer.

(End of clause)

52.236-25 Requirements for Registration of Designers (June 2003)

Architects or engineers registered to practice in the particular professional field involved in a State, the District of Columbia, or an outlying area of the United States shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work.

(End of clause)

52.236-26 Preconstruction Conference (Feb 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.244-4 Subcontractors and Outside Associates and Consultants (Architect-Engineer Services) (Aug 1998)

Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these subcontractors, associates, or consultants.
##
(End of clause)

52.246-20 Warranty of Services (May 2001)

(a) *Definition*. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from acceptance
This notice shall state either--

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

52.246-21 Warranty of Construction (Mar 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall-

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

AOC52.202-1 Definitions (Jun 2004)

(a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.
(b) The term "Architect" as used herein means the Architect of the Capitol.
(c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.
(d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
(e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.
(End of clause)

AOC52.203-1 Advertising/Promotional Materials (Dec 2005)

(a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.
(b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.
(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.
(d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.
(End of clause)

AOC52.203-2 AOC52.203-2 Disclosure of Information to the General Public (April 2023)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Chief, Design and Construction Acquisition Division (DCA) or the Chief, Supplies, Services and Material Management Division (SSMMD), as applicable. The contractor shall cooperate with the respective chief in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) “General public”, for purposes of this clause, are those groups or individuals who are not a party to the contract or authorized by law, policy, or regulation to have access. This definition includes public media outlets, in all forms. Public Media is defined as, but is not limited to, news outlet calls/contact, other types of media calls/contact, interviews, press releases, media advisories, editorial boards, letters to the editor, opinion-editorial columns, audio or video public releases and blogs or other Internet postings used to convey information and includes online engagement platforms such as Facebook, Twitter, and YouTube.

(1) Public media requesting information should be directed to the AOC Office of Legislative and Public Affairs (LPA) at communications@aoc.gov

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is require d to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

AOC52.203-4 Dissemination of Contract Information (July 2010)

Unless otherwise provided in this contract, the Contractor, or any subcontractor at any tier to this contract, shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of, conclusions made pursuant to, or performance under this contract without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.
(End of Clause)

AOC52.204-4 Personal Identity Verification of Contractor Personnel (E-Verify) (October 2021)

(a) By entering into this contract, the Contractor agrees to comply with all federal laws that apply to the Contractor's activities, including immigration laws, employing only individuals who are eligible to work in the United States and maintaining a signed copy of I-9 Employment Eligibility Verification for each employee if required by law.
(b) All sole proprietors (including self-employed individuals); all contractor employees; and all subcontractor employees performing work under this contract either on-site at an AOC facility or using AOC Information Technology Division (ITD) infrastructure shall be verified eligible to work in the United States using the Employment Eligibility Verification Program (E-Verify) operated by the Department of Homeland Security (DHS) and the Social Security Administration (SAA).
(c) E-Verify is a verification system that compares a name, date of birth, and Social Security Number, as well as immigration information for non-citizens, against Federal databases in order to verify employment eligibility. All sole proprietors (including self-employed individuals); all contractor employees; and all subcontractor employees, shall use this program to verify the employment eligibility for performing work under this contract. Information about the program can be obtained at www.dhs.gov/E-Verify or by calling 1-888-464-4218.
(d) In accordance with unpublished DHS Policy Article 1605 available at www.dhs.gov/E-Verify or by calling 1-888-464-4218, DHS has authorized AOC contracting officers to review the contractor's E-Verify compliance. Sole Proprietors (including self-employed individuals) and Contractors shall release individual case results to contracting officers as outlined below.
(e) Upon award of this contract, a copy of the E-Verify case details document evidencing "employment authorized" (final verification result) shall be provided to the Contracting Officer with each request for the criminal history background check, finger printing and, if applicable, AOC I.D. badge.
(f) Sole Proprietors (including self-employed individuals) shall enroll in E-Verify by obtaining an EIN, also known as a Federal Tax Identification Number. Sole Proprietors/self-employed individual shall apply for an EIN at the Internal Revenue Service (IRS) web-site and search for the page entitled "Apply for an Employer Identification Number (EIN)".

1) Once the Sole Proprietor/self-employed individual has registered its business with the IRS and obtained an EIN, it shall enroll its "company" in the E-Verify program. During the registration process, the Sole Proprietor/self-employed individual shall use Access Method 1 – "My Company plans to use E-Verify to verify our employees". Select yes to this access method and select no for the remaining three methods. This method of access is called "Employer Access Method". For the "Organization Designation" select "Federal Contractor without FAR E-Verify clause". Once enrolled, the Sole Proprietor/self-employed individual shall create a case for itself and obtain a work authorization credential. This final verification case result (a screen shot print out) shall be provided to the Contracting Officer on its contract with the AOC.

(g) Waivers from E-Verify requirements that are available by law or regulation shall be requested in writing with supporting documentation and submitted to the CO.

1) AOC incorporates the following waiver opportunities under this contract:
(i) Employees hired on or before November 6, 1986 and continuing in employment with the same employer.
(ii) Employees hired in the Commonwealth of the Northern Mariana Islands (CNMI) on or before November 27, 2009.
(iii) Employees who hold an active confidential, secret, or top secret security clearance in accordance with the National Industrial Security Program Operating Manual (NISPOM).
(iv) Employees who have undergone a completed background investigation and who have been issued credentials pursuant to Homeland Security Presidential Directive – 12 (HSPD-12 credential).

(2) The following organizations awarded an AOC contract are only required to use E-Verify for new hires and existing non-exempt employees who are working directly under this contract:
(i) State and local governments.

(ii) Institutions of higher education (as defined at 20 U.S.C. 1001(a)).
(iii) Governments of Federally recognized Indian tribes.
(iv) Sureties performing under a takeover agreement entered into with the AOC under a performance bond.

(h) The Sole Proprietor/self-employed individual, Contractors and their Subcontractor(s), shall insert this clause in all subcontracts when the subcontractor is required to have physical access to an AOC facility or access to an AOC information system. The Sole Proprietor/self-employed individual and Contractors shall require all subcontractors to comply with this clause and submit the documentation noted above.

(i) The AOC reserves the right to monitor compliance with the terms of this clause without notice and at any time during the period of performance under this contract.

1) Non-compliance with this clause can result in the exercise of all available remedies in law and in accordance with the terms of this contract including cure notices, default notices, and contract termination.

(End of clause)

AOC52.204-5 AOC52.204-5, System for Award Management (SAM) (April 2021)

(a) Definitions. As used in this provision:

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts the same entity.

“Registered in the System for Award Management (SAM) database” means that

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code into SAM.

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

(3) The Government has marked the record "Active". “Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.
(2) Trade style, doing business, or other name by which your entity is commonly recognized.
(3) Company physical street address, city, state, and Zip Code.
(4) Company mailing address, city, state and Zip Code (if separate from physical).
(5) Company telephone number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://ww.sam.gov for information on registration.

(e) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements

regarding novation and change-of-name agreements, the Contractor shall provide the Contracting Officer a minimum of one business day's written notification of its intention to:

(i) Change the name in the SAM database;

(ii) Comply with contract requirements for Novation and Change-of-Name Agreements; and

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

(2) If the contractor fails to comply and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the contractor to be other than the contractor indicated in the contract will be considered to be incorrect information. Any invoice submitted in accordance with the payment clauses of this contract which contain incorrect information will not be processed.

(3) The contractor shall not change the name or address for electronic funds transfer payments (EFT) or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims.

(4) Assignees shall be separately registered in the SAM database. Information provided to the contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that contractor will be considered to be incorrect information. Any invoice submitted in accordance with the payment clauses of this contract which contain incorrect information will not be processed.

(5) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished. (f) Contractors may obtain additional information on registration and annual confirmation requirements at https:// www.sam.gov.

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(End of clause)

AOC52.204-7 Executive Orders not Applicable to the AOC (February 2018)

Application of, and compliance with, any Executive Order referenced in this contract/award shall not apply to the AOC or this contract unless otherwise stated.

(End of Clause)

AOC52.204-8 Removal of Contractor Employees from Contract (May 2022)

(a) Under the following conditions, the Contracting Officer may direct the Contractor to immediately remove any of its employees from an AOC work site:

(1) When the Government determines the employee to be incompetent, careless, insubordinate, unsuitable or otherwise objectionable.

(2) When the Government deems the employee's continued employment to be contrary to the public interest, inconsistent with the best interests of security or when the employee is identified as a potential threat to the health, safety, security, general well-being or operational mission of the facility and its population.

(b) The Contracting Officer may also direct the Contractor to immediately remove any employee from an AOC work site if it is determined that the individual is being assigned to duty after disqualification for suitability or security reasons by the U.S. Capitol Police.

(c) Contractor employees who are removed from contract work shall tender their AOC ID Badge and leave the AOC work site immediately.

(d) The Contractor must comply with any removal request. Decisions to remove a contractor employee may be made for, but not limited to:

(1) Incidents involving inappropriate or otherwise objectionable conduct.
(2) Behavior contrary to the public interest.
(3) Disregard for security and safety interests.
(4) Any potential threat to the general well-being of others.
(5) Failure to receive a suitability determination, temporary clearance, or clearance from the AOC or a tenant agency.
(6) Violation of Federal, State, or local law.
(7) Carrying or possession of explosives or items intended to be used to fabricate an explosive or incendiary device.
(8) Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks.
(9) Conduct of personal affairs during official time at the AOC work site.

(10) Falsification or unlawful concealment, removal, mutilation or destruction of any official document or record.
(11) Concealment of material facts by willful omissions from official documents or records.
(12) Disorderly conduct such as: use of abusive or offensive language; quarreling; intimidation by words or actions; fighting; or participation in disruptive activities.
(13) Theft, vandalism, immoral conduct or any other criminal actions.
(14) Selling, consuming or being under the influence of intoxicants, drugs or substances that produce similar effects while in or on government controlled property.
(15) Improper use of Government identification.
(16) Unauthorized use of communication equipment on Government property.
(17) Violation of security procedures or regulations.
(18) Possession of (or the causing to be present) firearms or other dangerous weapons.

(e) The Contracting Officer shall make all determinations regarding the removal of any contractor employee from an AOC work site.

(f) When the Contracting Officer is not available, either during the day or after hours, or in situations where a delay would not be in the best interest of the Government, the Contracting Officer's Representative (COR) will have the authority to immediately remove the contractor employee from the AOC work site and provide notification to the Contracting Officer immediately.

(g) The Contracting Officer will make all official notifications to the Contractor. In the event of a dispute, the Contracting Officer will make a final determination. Specific reasons for removal of an employee will be provided to the Contractor in writing by the Contracting Officer.

(h) The Contractor is responsible for providing replacement employees in cases where contract employees are removed from working at the AOC work site or on the contract. The provision of substitute personnel will not be considered to be grounds for an increase in the contract price.

(End of clause)

AOC52.204-9 Photography, Video and Audio Recording (April 2023)

(a) It is the policy of AOC to protect the privacy of tenants by restricting the use of photography, video and audio recordings while working on a contract awarded by this agency.

(b) AOC contractors, subcontractors and their employees are prohibited from taking photography, video or audio recordings in any space which is not open to the public. Contractors are also prohibited from taking photography, video or audio recordings in any Congressional office or committee space.

(c) Exceptions are only if the photography, video or audio recording is specifically required for performance of contract work or for an official purpose authorized under this contract. Any photography, video or audio recording taken by the contractor, subcontractor and their employees will only be used for performance of contract work or for an official purpose authorized under this contract.

(1) If this exception applies, the contractor, subcontractor at any tier to this contract and their employees, shall not publish, permit to be published, or distribute for public consumption, any photography, video or audio recording made during performance under this contract without prior written consent of the Contracting Officer.

(End of clause)

AOC52.204-10 Prohibition on a ByteDance Covered Application

(a) Definitions. As used in this clause— Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited. Information technology, as:
(1) Any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency, if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires the use:
(i) Of that equipment; or
(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but:
(3) Does not include any equipment acquired by a contractor incidental to an Architect of the Capitol contract.
(b) Prohibition. The Architect of the Capitol's policy prohibits the presence or use of a covered application on agency information technology, including certain equipment used by contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted.
(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.
(End of Clause)

AOC52.209-2 Restrictions and Disclosures of Organizational and Personal Conflicts of Interest (Oct 2008)

(a) If this contract is for the development of specifications or a statement of work, the Contractor shall not incorporate its products or services, or the products or services of its affiliates or companies owned or partially owned by its principals, into the specifications or statement of work without the express written permission of the Contracting Officer. The Contractor agrees to include this requirement in any subcontracts concerning the performance of this contract.

(b) If the Contractor, under the terms of this contract or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated subsequently into a solicitation for the AOC requirement, the Contractor shall be ineligible to perform the work described in that solicitation as a prime contractor or subcontractor under any subsequent contract.

(c) The Contractor agrees to notify immediately the AOC Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its principals or employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(d) Nondisclosure or misrepresentation of a conflict of interest may result in the termination of the contract at no expense to the Government.

(End of clause)

AOC52.215-10 Examination of Records (July 2014)

(a) The Contractor, and any subcontractor, agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine and copy any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.
(b) The Contractor, and any subcontractor, agrees that if the Architect of the Capitol or any duly authorized representatives issues a litigation hold for such records referenced above that the Contractor, and/or subcontractor, will comply and make available relevant information when requested at no cost. Litigation holds may require the preservation and availability of information for longer than 3 years.
(c) The Contractor shall include this clause in all subcontracts hereunder.

(End of clause)

AOC52.215-11 Examination of Costs (June 23, 2023)

(a) If price analysis cannot establish a fair and reasonable price, the Contracting Officer may direct the Contractor to provide, within a reasonable time, complete and accurate cost and pricing data in support of any pricing action asserted the contract.
(b) If requested by Contracting Officer, the submission of cost and pricing data in support of any pricing action under this contract shall include the following certification by a duly authorized corporate officer, partner, or owner, as applicable:

This is to certify that, to the best of my knowledge and belief, the cost and pricing data herewith submitted are accurate and complete and are current as of _____ (date).
Date of Execution _____
Firm _____
Signature_____
Title_____

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(c) The Contracting Officer in accordance with, AOC52.215-11,Examination of Costs, has the right to examine all books, records, documents and other data of the Contractor or subcontractor in order to evaluate the accuracy, completeness, and currency of cost or pricing data thus submitted.
(d) The Contractor shall insert an appropriate provision in all subcontracts for the purpose of making the requirements of this paragraph applicable thereto.
(End of clause)

AOC52.216-6 Undefinitized Contract Actions (Mar 2005)

(a) In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (emergency task/delivery order, contract modification, or letter contract). The contract action may be either verbal, typed, or hand written, with the form of the undefinitized contract action dictated by the access the issuing Contracting Officer has to the AOC network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the contractor within 5 calendar days after issuance of the verbal undefinitized contract action. If an undefinitized contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and incorporated by reference under any undefinitized contract issued.
(b) The scope of work as originally issued on the undefinitized contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the undefinitized contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the contractor, and an estimated completion date shall be identified on the undefinitized contract action. If the contractor believes the amount of funds obligated or time for completion as stated in the undefinitized contract action are unreasonable, within 30 calendar days after issuance of the written undefinitized contract action the contractor is responsible for notifying the Contracting Officer of this and providing a suggested amount of funds for obligation or time for completion. In no instance shall the contractor's suggested amount of funds for obligation or time for completion be considered as binding to the contractor or the Government in future negotiations. The Government can elect to use the contractor's suggested amount of funds or time for completion as an indication that some additional funds or time for completion may be required and obligated or adjusted, respectively, in order to ensure that reasonably adequate funds are available to pay the contractor for services performed or that the completion time is reasonable.
(c) Within a reasonable amount of time after the issuance of the undefinitized contract action but not later than an estimated 25% of the way through the completion of the work under the undefinitized contract action, an authorized representative of the contractor must meet, either in person or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to definitize the undefinitzed contract action. This estimated 25% shall use the best information reasonably available and be based upon (1) an estimate of the amount of work completed relative to the original general scope of work or (2) the amount of payments made relative to the original amount obligated.
(d) Payments can be made from the original amount obligated, but the undefinitized contract action must be definitized before payments exceed 40% of the funds originally obligated.
(e) If communications are distrupted to the degree that it is necessary to communicate with the Contracting Officer at their residence or through other devices that do not utilize AOC-owned equipment, i.e., the Contracting Officer's residential telephone line, home address, etc., the contractor shall treat the Contracting Officer's personal information as confidential and shall not divulge the information to any individual or organization, including but not limited to other AOC personnel, without the Contracting Officer's express written permission. If it becomes necessary for the Contracting Officer to communicate with the contractor through means other than the contractor's normal place of business, i.e., the contractor's residential telephone line or home address, the Contracting Officer shall not divulge the information to any individual or organization, including but not limited to other AOC or contractor personnel, without the contractor's express written permission.
(f) For the purposes of this clause, e-mail is considered express written permission.
(End of clause)

AOC52.222-3 Convict Labor (Jun 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).
(End of clause)

AOC52.222-4 Overtime Work (Aug 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records).
(End of clause)

AOC52.223-3 Security Markings - CUI (March 2017)

(a) This clause applies to all contractors and subcontractors who have access to, or generate, information or other resources that contain Controlled Unclassified Information (CUI). This includes contractors, subcontractors and the employees of contractors and subcontractors.

(1) Contractors shall instruct, train and supervise its personnel on safeguarding CUI.

(2) CUI must not be disseminated in any manner; orally, visually or electronically to unauthorized personnel.

(2) This clause shall be inserted into all subcontracts.

(b) This clause requires compliance with the AOC program to identify, mark, and protect documents containing such CUI information.

(1) Contractors and Subcontractors shall use categories cited in the National Archives and Records Administration (NARA) CUI registry to designate information as CUI. The registry can be found at:http://www.archives.gov/cui/. CUI documents do not require a document register.

(2) All contractors and subcontractors have a duty to protect CUI from improper disclosure. Personnel with custody of CUI are responsible for taking reasonable steps to safeguard CUI and are under an affirmative duty to report any known security breaches to the Contracting Officer.

(c) CUI is unclassified information that is pertinent to the security of the Congress, the Supreme Court or the national interest of the United States or originated by entities outside the U.S. Federal Government, and under law or policy requires special handling safeguards, protection from disclosure, and prescribed limits on exchange or dissemination. CUI includes, but is not limited to: information related to personal and proprietary information, agency operations, security protected information, and records or sensitive information compiled for AOC authorized activities. It is essential that this information be marked, properly handled, stored and protected from inadvertent or deliberate disclosure, alteration or destruction.

(d) Information designated as CUI will be sufficiently marked so that persons having access to it are aware of its sensitivity and protection requirements:

(1) The lack of CUI markings on CUI materials does not relieve a person from CUI safeguarding responsibilities.

(e) Documents shall be marked "CONTROLLED" at the top center of each page containing CUI. For consistency with classified systems, the document may also be marked "//CONTROLLED//." For consistency with classified systems, internal pages may be marked "//CONTROLLED II" or "//CUI//"; in such cases internal pages shall be marked at both the top and bottom.

(1) Each part of electronically transmitted messages, including e-mail containing CUI shall be marked. Unclassified messages containing CUI shall be marked "CONTROLLED" (optionally "//CONTROLLED//" or "//CUI//") before the beginning of the text. The subject field of a CUI electronically transmitted message must contain the marking "(CUI)" positioning the CUI marking at the end of the Subject field to ensure message recipient(s) identify safeguarding responsibilities.

(2) Transmittal documents that have CUI attachments shall be marked with the following statement or a similar one: "CONTROLLED ATTACHMENT."

(f) Blueprints, engineering drawings, charts, maps, and similar items not contained within another document shall be marked with the CUI designation when applicable. The marking shall be unabbreviated, conspicuous and applied to the top and bottom, if possible, in such a manner as to ensure reproduction on any copies. The legend or title shall also be marked. The parenthetical marking "(CUI)" following the legend or title may be used. If the blueprints, maps and other items are large enough that they are likely to be rolled or folded, additional CUI markings shall be placed to be visible when the item is rolled or folded. Additionally, the following statement shall be imprinted on each page of drawings to include the cover page of construction drawings and on the cover page of the specifications:

PROPERTY OF THE UNITED STATES GOVERNMENT
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR SPECIFICATIONS TO UNAUTHORIZED USERS IS PROHIBITED
Do not remove this notice
Properly destroy documents when no longer needed

(g) Congressional Security Sensitive (CSS) is a marking sometimes applied, in addition to or in lieu of the marking "Controlled Unclassified Information," by the Capitol Police Board and select Member(s), officer(s), and committee(s) of either the House or Senate. It denotes information that is: (1) sensitive with respect to the policing, protection, physical security, intelligence, counterterrorism actions or emergency preparedness and response relating to Congress, any statutory protector of the Capitol Police

and the Capitol buildings and grounds; and (2) is obtained by, on behalf of or concerning the Capitol Police Board, the Capitol Police or any incident command relating to emergency response.

(1) On documents containing CSS information, the phrase "Congressional Security Sensitive" shall accompany the marking CUI at the bottom of the outside front cover (if there is one), the title page (if there is one), and the outside back cover (if there is one).

(i) Each page containing this information shall be marked "Controlled Unclassified Information//Congressional Security Sensitive" or "(CUI-CSS)" at the bottom.

(ii) Access to CSS information shall be granted only to persons who have a valid need to know the information.

(iii) The originator of CSS shall be responsible for ensuring that it qualifies for CSS status and for applying the appropriate marking at the time of origination

(iv) CUI-CSS information shall be safeguarded in the same manner as CUI.

(h) CUI shall be protected from unauthorized access or observation. When not under the direct control of an individual(s) acting within the scope of their contractual relationship with the AOC, independent contractors and vendors conducting business within the scope of their engagement with the AOC and representatives of AOC partners conducting business within the scope of the entity's partnership with the AOC, CUI shall be protected by at least one physical or electronic barrier. This requirement is satisfied by any one of the following:

(1) Locking in a cabinet, drawer, office, office suite, and briefcase or courier bag.

(2) Storing within a password protected or segregated electronic storage device, email account, computer system or network drive.

(3) Storing within a sealed envelope.

(4) When discussing or transferring CUI to another individual(s), ensure that the individual is performing an activity, function, operation or other circumstance authorized by the AOC and that precautions are taken to prevent unauthorized individuals from overhearing the conversation, observing the materials, or otherwise obtaining the information.

(i) When CUI is contained in media or material (including hardware and equipment) not commonly thought of as documents (e.g., computer files and other electronic media, audiovisual media, chart, maps, films, sound recordings), the requirement remains to identify, as clearly as possible, the information that requires protection. The main concern is that the material is clearly identified as CUI. The markings required by this Order shall be applied either on the item or the documentation that accompanies it.

(j) When transmitting hard copy CUI, reasonable steps shall be taken to minimize the risk of access by unauthorized persons. Such steps include:

(1) By Mail- Outside of a Facility. CUI material will be placed in a sealed, opaque envelope or wrapping marked with the recipient's address, a return address and the words "TO BE OPENED BY ADDRESSEE ONLY." Any of the following U.S. mail methods may be used:

(i) First Class, Express, Certified or Registered Mail.

(ii) Any commercial carrier (FedEx, UPS, DHL, etc.) may be used.

(2) By Mail- Within a Facility. Use a sealed, opaque envelope with the recipient's address and the words "TO BE OPENED BY ADDRESSEE ONLY" on the front.

(3) By Hand- Between Facilities or Within a Facility. A document marked as containing CUI may be hand carried between or within a facility as long as the person carrying the document can control access to the document.

(4) Transmittal via Fax. Unless otherwise restricted by the originator, CUI information may be sent via non-secure fax. Where a non-secure fax is used, the sender will coordinate with the recipient to ensure that the materials faxed will not be left unattended or subjected to possible unauthorized disclosure on the receiving end. The person(s) receiving the material will comply with any access, dissemination and transmittal restrictions cited by the originator.

(5) Transmittal via E-Mail. CUI transmitted via email should be protected by encryption using AES-256 encryption. To do this, include the CUI in an attachment only (not in the text of the email), and encrypt the attachment with 7 Zip (software program). Recipients of CUI will comply with any email restrictions imposed by the originator. Email CUI within an encrypted attachment with the password provided separately (e.g., by phone, another email, or in person).

(6) AOC Intranet/Internet. CUI will not be posted to intranet sites such as SharePoint collaboration sites, shared drives, multi-access calendars, or on the Internet (including social networking sites) that can be accessed by individuals who do not have an authorized purpose for the information. To control access to an AOC network shared drive and/or SharePoint collaboration site(s) contact the ITD Helpdesk (helpdesk@aoc.gov).

(7) Secure File Transfer Systems. CUI delivered through a secure file transfer system must provide methods (e.g., authentication, file access controls, passwords) to prevent access to CUI stored on the system by persons who do not require the information to perform their jobs or other AOC-authorized activities. Contact the ITD Helpdesk (202-225-4321 or helpdesk@aoc.gov) for an AOC approved secure file transfer tool.

(k) CUI Destruction Procedures: CUI material will be destroyed when no longer needed.

(1) "Hard Copy" materials will be destroyed by cross-shredding or placed in a secure bin designated for discarding sensitive documentation.

(2) Electronic storage media [e.g., hard disks, floppy disks, zip drives, CDs, thumb drives, pen drives, and similar USB storage devices] shall be sanitized appropriately by overwriting or degaussing.

(3) Paper products containing CUI will not be disposed of in regular trash or recycling receptacles unless the materials have first been destroyed as specified above.

(l) Incident Reporting: The loss, compromise, suspected compromise or unauthorized disclosure of CUI will be reported immediately, but no later than the next duty day, to the Contracting Officer and the AOC Security Officer as shall suspicious or inappropriate requests for information by any means, e.g., email or verbal.

(End of clause)

AOC52.223-5 Special Security Requirements (October 2021)

(a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.

(1) The average length of time for completion of the security background investigation is about 2 weeks, however, several variables can significantly affect this timeframe - for example, if a contractor's employee does not cooperate in the security background investigation, or if a contractor's employee does not report timely for processing, or if a contractor's employee has been arrested/ convicted and is contacted for an opportunity to address these records. In these types of situations, additional time might be needed to complete the security background investigation process.

(2) The Contractor shall obtain all security background investigations required for its workforce and shall incorporate the process time in its offer.

(3) Delays incurred by the Contractor in security background investigations required under this contract shall be at no cost to the government.

(d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police, Fairchild Building, 499 South Capitol Street SW, Washington, DC 20003.

(e) Contractor shall submit to the Contracting Officer's Representative (COR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.

(f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) at all times during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the security background investigation, will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security background investigation may not apply for access to any other AOC/US Supreme Court contract or task/delivery order work site.

(g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.

(h) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(i) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (h) above to the COR.

(j) The contractor's failure to return any ID badge, access card, or key issued under this contract or order shall result in a deduction of $100.00 from the contract per ID badge, access card, and/or key not returned.

(End of clause)

AOC52.223-9 Accident Prevention and Safety and Health Programs (Sep 2004)

(a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.
(b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.
(c) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the areas is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.
(d) In the event that conditions on the site pose an imminent danger or threat to the Contractor s workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer s satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.
(e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
(End of clause)

AOC52.223-10 Use of Radiography or other Nuclear Regulatory Commission Licensed Devices and Notice of Radioactive Materials (August 2011)

(a) The Contractor, and any of its subcontractors under this contract, shall notify the Contracting Officer or designee, in writing, 48 hours prior to performance of work, of the transportation of, or use of, any items containing either (1) radioactive material requiring licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the AOC contract number, the device(s) which contains radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, name of contractor/subcontractor transporting or using said device, date(s) of the presence of the devise on the U.S. Capitol Complex, time during which the devise will be present on the U.S. Capitol Complex, address of the devise location, and contact information for contractor/subcontractor supervisor.
(b) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
(c) This clause, including this paragraph (c), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.
(End of clause)

AOC52.223-11 Contract Performance and Reporting Requirements during a Pandemic (March 2021)

(a) The Contractor shall comply with this clause to help ensure that agency staff, contractor work force and the public at large remain as safe and healthy as possible for the duration of a pandemic during the contractor's performance of work under this contract.
(b) Prior to mobilization, the Contractor shall have a pandemic management plan submitted for approval by the Contracting Officer within fourteen (14) calendar days following award of this contract. If a pandemic occurs during performance of this contract, the contractor's pandemic management plan shall be submitted within fourteen (14) calendar days from the declaration of a pandemic. The management plan shall demonstrate how the Contractor will implement and maintain the management plan for contractor and sub-contractor employees. The pandemic management plan shall be approved by the Contracting Officer for continuing work under this contract, particularly those contractor staff performing mission critical services.
(c) The Contractor shall take all actions consistent with Centers for Disease Control and Prevention (CDC) guidance and advice or direction from state and local public health authorities.
(d) Given the unpredictable length and severity of a pandemic, the contractor's pandemic management plan shall include planned actions relative to the periods and phases of a pandemic described by the World Health Organization (WHO).
(e) The contractor's pandemic management plan shall:

1. Follow CDC guidance, appropriate for their industry, for cleaning, disinfection, health screening, and quarantine/isolation of sick employees.
2. Provide for the method(s) to obtain specific approval from the COR prior to classifying employees as critical infrastructure workers.
3. Identify all work activities and risk levels that could be impacted by a pandemic.
4. Describe all control measures to eliminate or reduce risk levels.
5. Detail contact tracing methods, per CDC guidance, for all employees sick with pandemic illnesses.
6. Provide a method for reporting cases of actual or suspected pandemic illness to the COR within 1 day of discovery.

7. Require the contractor to report the result of any medical diagnosis (such as a test result) of any case of pandemic illness within one day of discovery.
8. Require the contractor to report quarantined and recovering employees returning to work at least 2 business days prior to their return.
9. Require the contractor to notify the Contracting Officer and COR of any identified risk contacts of AOC or other legislative branch employees within one day of discovering a positive case.
10. The Contractor's pandemic management plan shall incorporate the Office of the Attending Physician (OAP) decision tool. This will tool will change based on evolving guidance form the CDC. AOC will provide the latest versions.
11. Contractor shall comply with HIPAA federal employment and keep personnel records secure on site and in a secure location to maintain confidentiality of personal identifying information (PII) and assign a unique identifier to employees when reporting the information required under this clause.

(f) The Contractor's pandemic management plan shall be updated as necessary, based on changing guidance from the CDC; OSHA; and OAP.
(g) The Contractor shall submit to the AOC an updated schedule to include any Time Impact Analysis (TIA) if applicable.
(h) The Contractor shall keep and maintain a record of employee screening and notify the Contracting Officer and COR as indicated in this clause of:

1. Positive employee results for pandemic.
2. Symptomatic employee pending pandemic results.
3. Employee presumed positive by doctor.
4. Employee who has a positive, presumed positive or symptomatic pending result household member.

(i) The Contractor shall complete the Daily Health Screening Inventory form and provide it to the COR no less than 24 hours in advance of an employee's expected return to work date.
(j) Prior to entry on the worksite, contractor shall ensure all employees, subcontractors and visitors complete CDC and AOC provided self-health screening inventories to ensure no employees are experiencing symptoms of the disease.
(k) The Contractor shall fully comply with all directions received during the pandemic from the United States Capitol Police, the AOC Office of Safety, Code and Compliance (SCC) and the OAP.

(End of clause)

AOC52.227-1 Patent Indemnity - Commercial Products and Services (October 2021)

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

(End of clause)

AOC52.227-2 Unlimited Government Rights (Nov 2004)

Unlimited Government Rights (Nov 2004)
The Government shall have unlimited rights, for the benefit of the Government, in all drawings, designs, specifications, notes, and other work developed in the performance of this contract, including the right to use same on any other Government work without additional cost to the Government; and with respect thereto the contractor agrees to and does hereby grant to the Government a royalty-free license to all such data which the contractor may cover by copyright and to all designs as to which the contractor may assert any rights or establish any claim under the design patent or copyright laws. The contractor agrees to furnish and to provide access to all such materials on the request of the Contracting Officer.
(End of clause)

AOC52.228-2 Insurance - Work on a Government Installation (June 2018)

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.
(b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance showing the contract number and evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph.

(c) The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(d) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than $500,000 for each occurrence and $2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than $200,000 for each person and $500,000 for each accident, and property liability insurance, with a limit of not less than $20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(e) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.
(End of clause)

AOC52.228-3 Professional Liability Insurance (Nov 2004)

The contractor shall maintain a minimum of $1,000,000.00 professional liability insurance for errors and omissions during the contract period. The Contractor shall be required to present evidence to show, as a minimum, the amount of insurance required above.
(End of clause)

AOC52.228-4 Indemnification and Hold Harmless Clause (April 2023)

The Contractor agrees to indemnify and hold the Government harmless against any and all claims for damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the contract; including, but not limited to, errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to judgement or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this clause, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government.

(End of clause)

AOC52.228-8 Pollution Liability Insurance (Jul 2008)

The Contractor shall, at its own expense, provide and maintain pollution liability insurance during the performance period of this contract. The Contractor shall submit proof of such insurance within 30 calendar days from date of notice of award.

(End of clause)

AOC52.231-1 Travel Costs (Nov 2004)

(a) Travel and subsistence expenses incurred in the direct performance of this contract shall be reimbursed in accordance with the contractor s established policy, subject to the limitations set forth herein, pursuant to the Federal Acquisition Regulation (FAR) Subpart 31.205-46, establishing the Federal Travel Regulations procedures.
(b) Travel shall not be reimbursed in excess of the cost of first class rail or of the cost of first class rail or of the lowest customary standard, coach or equivalent airfare offered during normal business hours, except where the contractor certifies as to unavailability of accommodations, or necessity to travel during other than normal business hours based solely on the Government s requirement for performance.

(c) Subsistence for lodging, meals and incidental expenses shall be reimbursed based on actual costs incurred only to the extent that they do not exceed on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations.
(End of clause)

AOC52.232-1 Payment Requests (July 2022)

(a) As used in this clause, ‘‘Payment request’’ means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Internet Payment Platform (IPP). Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with enrollment can be obtained by contacting the IPP Helpdesk by phone at (866) 973–3131. Additional information concerning requirements for payment requests can be secured by telephoning the AOC Accounting Officer at (202) 226-2552.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing. If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer’s written authorization with each payment request.

(d) The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Invoices shall be submitted at the end of each month in which services are performed by the Contractor. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor and not otherwise specified, payment for accepted partial deliveries shall be made whenever such payment would equal 50 per cent of total contract amount.

(e) If partial payments are to be made, all material and work covered by partial payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility of fulfilling contractual requirements for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(f) Upon completion and acceptance of all work, the amount due the Contractor under this contract will be paid upon the presentation of a properly executed invoice and after the Contractor shall have furnished the Government with a release of all claims against the Government arising under and by virtue of this contract, other than claims, if any, in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

(g) Properly certified invoices shall be entered into the Internet Payment Platform (www.ipp.gov). To assist the AOC in making timely payments, the Contractor is required to provide/verify all required fields in the IPP including:

(1) Contract number;

(2) Name, address and Taxpayer I.D. number of Contractor;

(3) Invoice Date;

(4) Unique invoice number for that particular invoice;

(5) Period the payment covers; and

(6) Cost amount by each line item including quantity and unit price.

(h) For services contracts that provide contractor employee(s)on-site office space, the Contractor shall sign and submit to the COR a weekly time record sheet for each contract employee showing the number of regular and overtime hours, if any, worked by that employee during that week. The time record sheet will be verified and countersigned, if correct, by the COR and a copy thereof will be provided to the Contractor for record purposes.

(i) For all services contracts requiring time records, each invoice shall itemize the total man-hours of services by labor category and unit price during the payment period. The Contractor shall keep accurate time records for each of his personnel employed in the work, and certified copies of the Contractor's time record shall be submitted with each invoice for payment.

(j) For Architect-Engineer services contracts, invoices shall be submitted at the end of each month in which services are performed by the Contractor and shall be submitted in accordance FAR 52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEERING CONTRACTS. Retainage under any contract action shall be released by the Contracting Officer when appropriate.

(k) Payments will be made directly to the contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT).

(l) The obligation of the Government to make any of the payments required under any of the provisions of this contract shall, at the discretion of the Contracting Officer, be subject to:

(1) Reasonable deductions on account of defects in material or workmanship; and

(2) Any claims which the Government may have against the Contractor under or in connection with this contract. Any overpayments to the Contractor shall, unless otherwise adjusted, be repaid to the Government upon demand.

(End of clause)

AOC52.232-6 Payment by Electronic Funds Transfer (March 2012)

(a) *Method of payment*.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT.

(b) *Mechanisms for EFT payment*. The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(c) *Liability for uncompleted or erroneous transfers*.

(1) The Government remains responsible for--

(i) Making payment; and

(ii) Recovering any erroneously directed funds if an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and if the funds remain under the control of the payment office.

(2) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds.

(d) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by this clause and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor.

(e) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(f) *Payment information.* If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(g) *Government payment obligation.* The obligation of the Government to make any of the payments required under any of the provisions of this contract shall, at the discretion of the Contracting Officer, be subject to:

(1) Reasonable deductions on account of defects in material or workmanship; and

(2) Any claims which the Government may have against the Contractor under or in connection with this contract. Any overpayments to the Contractor shall, unless otherwise adjusted, be repaid to the Government upon demand.

(End of clause)

AOC52.232-7 Discounts (Aug 2004)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.
(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.
(End of clause)

AOC52.232-12 Assignment - Supplement (January 2021)

Neither the contract nor any interest within shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 (ASSIGNMENT OF CLAIMS).
(End of clause)

AOC52.233-1 Disputes (January 2021)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613) and as modified by Section 1501 of Title I of Division H of the Consolidated Appropriations Act, 2008, Pub. L. 110-161. (31 U.S.C. 702 NOTE).
(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $50,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
(d) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision.
(e) A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer. For the purposes of this clause, all final decisions shall be rendered by the Architect of the Capitol's Chief, Design and Construction Acquisition (DCA), or the Chief, Supplies, Services and Material Management Division (SSMMD), as applicable.
(f)The Contractor shall provide the certification specified below when submitting any claim exceeding $50,000.
(1) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
(2) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
(g) For Contractor claims of $50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
(h) The Contracting Officer s decision shall be final unless the Contractor appeals, within ninety days of receipt of a Contracting Officer s decision, to the Government Accountability Office Contract Appeals Board, 441 G Street NW, Room 7182, Washington, DC 20548; facsimile 202-512-9749 or e-mail CAB@gao.gov.
(i) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor s specific reasons for rejecting the offer.
(j) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
(k) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(End of clause)

AOC52.233-2 Waiver and Release of Claims (February 2015)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.
(b) Contractor agrees that an executed Waiver and Release of Claims form satisfactory to the Contracting Officer will be provided as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.
(c) Whenever the Contractor submits a request for partial or progress payment under a contract, the Contractor shall furnish a Waiver and Release of Claims form with respect to all work performed and materials supplied through the date of the immediately preceding request for partial payment.
(d) Contractor is on notice that exclusionary language added to any Waiver and Release of Claims form shall not be accepted by the AOC and will delay any contract modification and/or any associated partial / progress payment due under the contract.
(e) Receipt of an executed Waiver and Release of Claims form is a condition precedent to receipt of any associated contract modification or partial / progress payment.

(End of clause)

AOC52.236-6 Archeological or Historic Sites (AoC) (May 2005)

If a previously unidentified archeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer and /or his duly authorized representative immediately.
(End of clause)

AOC52.239-1 Protection of AOC Information Technology Systems (March 2018)

a) Contractors shall participate in AOC security awareness training for users of information technology systems as well comply with all AOC policies and procedures for information technology systems. Contractor activities performed within AOC owned or operated information technology systems, as well as information technology systems owned or operated by AOC contractors, shall be secure.
b) All contractor, and subcontractor, employees under this contract shall execute and return, prior to contract performance:
(1) Non-disclosure agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol; and
(2) AOC IT System Rules of Behavior.
c) All AOC contractors shall successfully complete annual AOC computer security awareness training. Contractors are not allowed to share their AOC account or any AOC account. Contractors shall not share their passwords with anyone including, but not limited to, their supervisor or the Contracting Officer’s Representative (COR) or AOC Information Technology Division personnel. Contractors must immediately inform the Contracting Officer and the AOC Information Technology Division Help Desk if any of their information technology equipment, including but not limited to, mobile devices, cellular phones, computer tablets, laptops and personal computers are lost or stolen.
d) At any time prior to contract completion, the Contractor shall immediately notify the COR in writing, with a copy to the Contracting Officer, of the termination, removal, or retirement, of any contractor, or sub-contractor employee, working on this contract who has had access to AOC information systems and been provided an AOC account.
e) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor’s facilities, installations, technical capabilities, operations, documentation, records, and databases.
f) If new or unanticipated threats or hazards are discovered by the Contractor, or if existing safeguards have ceased to function, the Contractor shall immediately bring the situation to the attention of the Contracting Officer.
(g) The contractor, if hosting an information system on behalf of the AOC, must conduct both an Assessment and Authorization of their system in accordance with National Institute of Standards 800-Series Special Publications guidance, or conduct independent assessments of their information security controls by a third-party assessment organization using industry standard metrics and methodologies. Additionally, the contractor shall ensure that its IT related products or services comply with AOC policies, and applicable standards and guidelines, including IT Security policies.

(End of clause)

AOC52.242-4 Stop-Work Order (May 2014)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order.

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

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

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

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

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) In any instance where a practice, behavior or method of the contractor, its subcontractors or their respective employees or in any instance where the actions or omissions of the contractor, its subcontractors or their respective employees create a condition that could reasonably be expected to cause an imminent danger, including without limitation death or serious bodily injury or significant and substantial environmental harm or property damage, any person may identify for and advise the contractor of the imminent danger and may direct that such practices, behaviors or methods be ceased or that such condition be remedied to eliminate the risk of imminent danger. The COR and Contracting Officer shall be made aware of any such direction immediately after the direction is given. In no event shall any direction given pursuant to this paragraph constitute a stop work order under the Contract unless the resulting work stoppage exceeds three (3) days.

(End of clause)

AOC52.245-2 Government-Furnished Property (July 2013)

(a) For the purposes of this clause, Government-furnished "property" (GFP) includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.

(b) No GFP shall be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue GFP to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.

(c) The Contracting Officer's Representative (COR) for this contract is responsible for coordinating the issuance and return of GFP.

(d) Any GFP provided to the contractor for use during performance of this contract shall be issued to the contractor's representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor's representative shall be responsible for the ensuring the proper care and use of the GFP, whether used by the contractor representative or another contractor employee or subcontractor. GFP can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using GFP for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.

(e) All GFP shall be returned by the contractor to the COR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return GFP, or the return of GFP that has not been properly maintained and used, may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

##

(End of clause)

AOC52.249-14 Excusable Delays (August 2018)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples include:

(1) acts of God or of the public enemy;
(2) acts of the Government in either its sovereign or contractual capacity;
(3) fires or floods;
(4) epidemics or quarantine restrictions;
(5) strikes;
(6) freight embargoes; and
(7) unusually severe weather.

(b) In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. “Default” includes failure to make progress in the work so as to endanger performance.

(c) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless:

(1) The subcontracted supplies or services were obtainable from other sources;
(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

(End of clause)

Section J - List of Attachments

J.1 List of Attachments

Per Section L.4, to receive a copy of the Section J Attachments, Offerors shall send an email to troy.dorsey@aoc.gov and lily.najera@aoc.gov requesting access to the SFTP site.

Section K - Representations, Certifications and Other Statements of Offerors or Respondents

52.204-3 Taxpayer Identification (Oct 1998)

(a) *Definitions*.

"Common parent," as used in this provision, 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.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C.7701(c) and 3325(d), reporting requirements of 26 U.S.C.6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government 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)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN)*.

__ TIN:_____.

__ TIN has been applied for.

__ 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;

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

(e) *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 CFR1.6049-4;

__ Other _____.

(f) *Common parent*.

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

__ Name and TIN of common parent:

Name _____..

TIN _____..

(End of provision)

52.209-5 Certification Regarding Responsibility Matters (Aug 2020)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are __ are not __ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have __ have not __, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are __ are not __ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have __, have not __, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has __ has not __, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that--

It __has, __has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

It __has, __has not filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-1 Biobased Product Certification (May 2024)

As required by the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8101(4)) and the Energy Policy Act of 2005 (7 U.S.C. 8102(a)(2)(F)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

52.225-2 Buy American Certificate (Oct 2022)

(a)(1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.

(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(4) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b) Foreign End Products:

Line item No.	Country of origin	Exceeds 55% domestic content (yes/no)
##_____	##_____	##_____
##_____	##_____	##_____
##_____	##_____	##_____
##_____	##_____	##_____

[*List as necessary*]

(c) Domestic end products containing a critical component:

Line Item No. _____

[*List as necessary*]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

52.225-18 Place of Manufacture (Aug 2018)

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

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

(1) FPSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) __ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) __ Outside the United States.

(End of provision)

AOC52.204-2 AOC52.204-2, Unique Entity Identifier (April 2021)

(a) Definitions. As used in this provision:

(1) *Electronic Funds Transfer (EFT) indicator* means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts for the same entity.

(2) *Unique entity identifier* means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) 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 unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.
(2) Trade style, doing business, or other name by which your entity is commonly recognized.
(3) Company physical street address, city, state and Zip Code.
(4) Company mailing address, city, state and Zip Code (if separate from physical).
(5) Company telephone number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company headquarters name and address (reporting relationship within your entity).

(End of provision)

AOC52.204-3 Representations and Certifications (Nov 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.
(End of provision)

AOC52.209-1 Organizational and Personal Conflicts of Interest (Apr 2010)

(a) The offeror certifies that, to the best of the its knowledge and belief, there _____ are _____ are not any relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5.

(b) The offeror certifies that, to the best of its knowledge and belief, there _____ are _____ are not any relevant facts or circumstances which could give rise to a personal conflict of interest, as defined in FAR Subpart 9.5.

(c) If this procurement is for the construction of a building or building structure, or providing one or more system or item(s) that were engineered, designed, or developed under a previous contract or subcontract, by completing the certification in paragraphs (a) and (b) of this provision, the offeror certifies that, to the best of its knowledge and belief, it or none of its principals participated in the previously awarded contract for the engineering, designing, or developing of the requirements in this solicitation.

(End of provision)

AOC52.209-3 Company Principals (Oct 2008)

The offeror represents that the following persons are principals (see FAR 52.209-5(a(1)(ii)(2), Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters, for definition of "principals") of the offeror's company. If none in the title(s) shown, indicate "none".

_____	_____
Chief Executive Officer (print name)	President (print name)
_____	_____
Vice President (print name)	Secretary (print name)
_____	_____
Treasurer (print name)	Director (print name)
_____	_____
Controller (print name and title)	Other (print name and title)

(End of provision)

AOC52.215-8 Authorized Negotiators (January 2021)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this this bid, quote, or proposal:
##
Name: _____ Title: _____

Telephone: _____ E-Mail: _____
Name: _____ Title: _____
Telephone: _____ E-Mail: _____
Name: _____ Title: _____
Telephone: _____ E-Mail: _____
##
(End of provision)

Section L - Instructions, Conditions and Notices to Offerors or Respondents

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

##https://www.acquisition.gov/browse/index/far
##_____
##_____
[Insert one or more Internet addresses]

(End of provision)

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed Price with Time and Material [*Contracting Officer insert specific type of contract*] contract resulting from this solicitation.

(End of provision)

AOC52.215-2 Interpretations and Amendments (Jun 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than 14 calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.
(b) Prospective offerors shall request the Contracting Officer, in writing, interpret or correct any ambiguity, inconsistency or error in the contract documents which may be discovered, or which should have been discovered, by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least 15 calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to Contract Specialist Lily Najera.
(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.
(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:
(i) Signing and returning the amendment;
(ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;
(iii) Letter or telegram; or
(iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.
(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.
(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.
(End of provision)

AOC52.215-3 Restriction on Disclosure and Use of Data (Jun 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall
(a) Mark the title page with the following legend:
This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets) ; and
(b) Mark each sheet of data it wishes to restrict with the following legend:
Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
(End of provision)

AOC52.215-6 Preparation of Offers/Quotations (January 2021)

(a) Offerors/Quoters are expected to examine the drawings, if any, specifications, schedule, and all instructions. Failure to do so will be at the Offerors/Quoters risk.
(b) Each offeror/quoter shall furnish the information required by the solicitation. Erasures or other changes must be initialed by the person signing the offer/quote. Offers/Quotes signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
(c) If unit prices are solicited, offers/quotes shall:
(1) Show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation; and
(2) Enter the extended price for the quantity of each item offer in the "Amount" column of the Schedule.
(d) In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
(e) Offers/Quotes for supplies or services other than those specified will not be considered unless authorized by the solicitation.
(End of provision)

AOC52.215-12 Joint Venture Offeror Requirements (May 2010)

When providing an offer as a joint venture, all members of the joint venture shall sign the offer, and the bid bond if applicable, unless a written agreement by the joint venture is furnished with the offer designating one firm with the authority to bind the other member(s) of the joint venture. In addition, a copy of the joint venture agreement shall be submitted with the offer. Failure to comply with the foregoing requirements may eliminate the offer from further consideration.

(End of Provision)

AOC52.232-14 Submission of Electronic Funds Transfer Information (March 2012)

(a) *Method of payment*. All payments by the Government under any contract resulting from this solicitation shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of AOC52.232-6, Payment by Electronics Funds Transfer.

(b) *Mandatory submission of EFT information*. If requested, the offeror shall submit SF 3881, ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM and the Architect of the Capitol Vendor Request Form.

(End of provision)

AOC52.233-5 Service of Protest (January 2021)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency and copies of any protests that are filed with the Government Accountability Office (GAO) shall be provide to and served on the Contracting Officer within one day of filing a protest.

(End of provision)

AOC52.237-1 Site Visit (January 2021)

(a) Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.
(b) Appointments for visiting the locations specified herein can be made by contacting Troy Dorsey and Lily Najera at see Solicitation Section L.5.
##
ALTERNATE I (April 2010)
(b) A pre-proposal meeting will be conducted at see Solicitation Section L.5 for all prospective offerors on _____ at _____ local time.
##
(End of provision)

L.1 Instructions to Offerors

See Attachment L. Instructions, Conditions and Notices to Offerors for additional instructions above those in the clauses.

Section M - Evaluation Factors for Award

Provision	Title	Fill-ins
52.217-5	Evaluation of Options (July 1990)	

AOC52.215-5 Contract Award - Source Selection Procedures (Jun 2004)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.
(b) The Government may
(1) Reject any or all offers if such action is in the public interest;
(2) Accept other than the lowest offer; and
(3) Waive informalities and minor irregularities in offers received.
(c) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror s initial proposal should contain the offeror s best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
(d) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.
(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (d) of this provision), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.
(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.
(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line

items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
(End of provision)

M.1 Evaluation Factors for Award

See Attachment M. Evaluation Factors for Award for additional information to that in the clauses.