SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER SV0218-26	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 06/23/2026	PAGE OF PAGES 1 of 66

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER 5000005667	6. PROJECT NUMBER SV0218-26

7. ISSUED BY CODE	8. ADDRESS OFFER TO
UNICOR, Federal Prison Industries Procurement Branch 400 First Street NW - 7th Floor Washington, DC 20534	Emailed, Hand Carried or Overnight Express to UNICOR, FPI ATTN: Chad Privett, UNICOR Contracting Officer 3301 Leestown Rd Lexington, KY 40511 chad.privett2@usdoj.gov

9. FOR INFORMATION CALL:	a. NAME Chad Privett, Contracting Officer	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*

SOLICITATION

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

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

The selected contractor shall provide all materials, labor, and equipments to complete the project titled Electrical Power Upgrade at Butner Optical - Medium II located in Butner, NC, in accordance with the attached Statement of Work and Drawings. Please complete the following items:

UNIQUE ENTITY IDENTIFIER: _____
TAX ID NUMBER: _____
CAGE CODE: _____
CONTRACTOR PRIMARY CONTRACT NAME: _____
CONTRACTOR EMAIL: _____

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

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 2:00 EST ***(hour)*** local time _____ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

d. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

CODE FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

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

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

AMOUNTS ▶ TOTAL COST OF CLIN 0001:

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

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

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

26. ADMINISTERED BY

Chad Privett, Contracting Officer
Email: chad.privett2@usdoj.gov

27. PAYMENT WILL BE MADE BY

UNICOR, Federal Prison Industries
3301 Leestown Rd
Lexington, KY 40511

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

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

Chad Privett

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

STANDARD FORM 1442 (REV. 12/2022) **BACK**

SOLICITATION: SV0218-26

GENERAL INTENTION:

It is the intent of this solicitation to result in a Firm Fixed Price, Construction Type Contract for a project located at: FCI Butner – Medium II as outlined in the below Statement of Work (SOW), Technical Documents, and Drawings.

The North American Industrial Classification System (NAICS) Code applicable to this project is 238210 — Electrical Contractors and Other Wiring Installation Contractors.

The Product Service Code applicable to this project is: N059 – Installation of Electrical and Electronic Equipment

Federal Prison Industries (FPI), operating under the trade name UNICOR, occupies multiple buildings within the secure confines of The Federal Bureau of Prisons - FCI Butner – Medium II to serve as a self-sustaining program providing work-based training to inmates.

The Scope of this project is primarily electrical. The scope includes a new underground utility service for the facility. The project includes upgrades to the facility's electrical service, which includes a new service entrance panelboard to replace existing and new distribution equipment. The existing electrical facility distribution will be reworked and modified. Work will be performed inside the secure perimeter of the facility.

THIS SOLICITATION IS A TOTAL SET-ASIDE FOR SMALL BUSINESS.

The Small Business Association size standard for NAICS 238210 is $19 Million

Site visit will be conducted on Wednesday, July 29, 2026 at 9:00 AM EST. Participants will meet in the front lobby of FCI Butner – Medium II, at 2 Old NC 75 Hwy Butner, NC 27509. Once accounted for, those in attendance will then be escorted to the physical site where services are to be performed. This site visit shall satisfy the Contractor's need to identify all general and local conditions that may affect the cost of the contract. Failure to inspect the site will not constitute grounds for claims after contract award. Up to (4) people per company may attend.

Mandatory site visit attendance is required for award. Any company associated with the Prime (e.g. Subcontractor/Joint Venture/ Teaming Agreement) can attend and meet the mandatory attendance requirement.

FEDERAL BUREAU OF PRISONS FCI BUTNER – MEDIUM II ACCESS REQUIREMENTS:

Company Name, full names of attendees, and phone number for attendees along with Authorization for Release of Information Criminal History Check (NCIC) forms must be filled out and submitted to Stephen Seaman, stephen.seaman2@usdoj.gov, Michael Smith, Michael.D.Smith2@usdoj.gov and Chad Privett, chad.privett2@usdoj.gov no later than Wednesday, July 22, 2026 at 8:00 AM EST.

Phone number/point of contact for the company for notification of any NCICs that are denied.

A background check will then be conducted and clearance granted before site access can be obtained.

All contractors approved to enter the institution for the pre-bid meeting must bring a photo ID and your license plate number.

The following are not allowed:

Weapons (including pocketknives), cell phones, blackberries, pagers, radios, cameras, drugs, and alcohol. Contractor will be permitted to wear jeans in the institution, however, shorts, green or khaki-color clothing will not be allowed. The clothes will be proper and suitable for the services that are being provided. Please arrive at least 15 minutes early to allow time for security procedures.

QUESTIONS WILL ONLY be accepted in writing and WILL NOT BE ACCEPTED AFTER Wednesday. July 15, 2026 at 2:00 PM, EST.

Responses to questions and site visit sign in sheet will be posted via www.sam.gov as an amendment.

NO PHONE CALLS PLEASE.

QUESTIONS PERTAINING TO THIS SOLICITATION WILL ONLY BE ADDRESSED IN WRITING VIA EMAIL TO CHAD PRIVETT AT chad.privett2@usdoj.gov

THE PROJECT MUST BE COMPLETED WITHIN 150 DAYS AFTER RECEIVING THE NOTICE TO PROCEED.

The date and time for receipt of proposals is Wednesday, August 12, 2026. Offer must include Solicitation No. SV0218-26, name, address and telephone number of offeror, technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation, terms of any expressed warranty, price and any discount terms. Offer must include acknowledgment of all amendments, if any.

THE FOLLOWING INFORMATION IS REQUIRED TO BE COMPLETED BY THE OFFEROR:

VENDOR'S UEI NUMBER:_____

VENDOR'S TELEPHONE & FAX NUMBER: _____

VENDOR'S EMAIL ADDRESS: _____

VENDOR'S BUSINESS SIZE (i.e. SMALL,LARGE,ETC.): _____

By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database (System Award Management) prior to award, during performance and through final payment of any contract resulting from this solicitation.

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

Item No.	SUPPLIES OR SERVICE	Quantity	U/M	AMOUNT IN US$
00001	Electrical Power Upgrade	1	JB	

Butner Optical Medium II Electrical Upgrade

NOTE: The successful contractor shall be responsible for all applicable federal, state, and local taxes. No tax exemption certification will be issued by UNICOR. THE TOTAL PRICE SHALL BE WRITTEN ON LINE ITEM 17 OF THE SF-1442.

1. The following information pertains to the SF1442, Solicitation, Offer, and Award: OMB Clearance Number 1103-0018 Block 8: Emailed to: UNICOR, FPI ATTN: Chad Privett, CONTRACTING OFFICER Unicor FPI

SECTION C: SEE ATTACHMENTS.

STATEMENT OF WORK IS IN THE ATTACHMENTS

SECTION D: PACKAGING AND MARKING

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice, and shall be paid by the contractor. All packaging, postage fees and payment related to submitting information, forms and reports, etc. to the Government (i.e. Contracting Officer, Contracting Officer's Representative) shall be paid by the Contractor.

MARKING

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the contract number and task order number, if applicable, for which the information is submitted.

SECTION E: INSPECTION AND ACCEPTANCE

52.246-12 Inspection of Construction (Aug 1996)

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payments.

SECTION F: DELIVERY AND PERFORMANCE

52.211-10 Commencement, Prosecution, and Completion of Work (Apr 1984)

The contractor shall, as identified in this Solicitation:

1. Commence performance within 10 calendar days after receipt of the task order; and
2. Prosecute the work diligently to ensure timely and satisfactory completion.
3. Work under this contract may be required outside of standard business hours. Certain portions of the project may necessitate contractor performance on Saturdays and Sundays to ensure that normal Facility operations are not disrupted.

The period of performance specified for each task order includes all work required for final cleanup and restoration of the premises.

Alternate I (Apr 1984)

52.211-13 Time Extensions (Sept 2000)

In solicitations and contracts for construction that use the clause at 52.211-12, Liquidated Damages—Construction, when that clause has been revised as provided in paragraph (b) of this section.

52.211-18 Variation in Estimated Quantity (Apr 1984)

in solicitations and contracts when a fixed-price construction contract is contemplated that authorizes a variation in the estimated quantity of unit-priced items.

52.236-15 Schedules for Construction Contracts (1984)

Performance Site:

Butner Optical – Medium II

2 Old NC 75 Hwy

Butner, NC 27509

CONTRACT PERIOD OF PERFORMANCE

The period of performance of this contract shall be 150 calendar days and commence within 10 calendar days from receiving the notice to proceed and continue through final completion. The calendar days excludes all federal holidays.

ADMINISTRATIVE INFORMATION

ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT AWARD AND ADMINISTRATION

(a) Administration of this contract shall be performed by: Chad Privett, Contract Specialist

E-mail: chad.privett2@usdoj.gov

Written communications shall refer to the contract number and shall be mailed to the above address, or sent via email to chad.privett2@usdoj.gov

The Contracting Officer (CO) has the overall and primary responsibility for the administration of this Contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to: modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; make final decisions involving deductions from contract payments or other consideration due to the Government, for nonperformance or unsatisfactory performance, whether or not in dispute; terminate the contract for convenience or default; issue final decisions regarding contract questions or matters under dispute. The CO may delegate certain other responsibilities to an authorized representative.

(b) The COR is responsible, as directed by the CO, for: 1. receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; 2. providing direction to the contractor which clarifies the contract effort; 3. fills in details or otherwise serves to accomplish the contractual Scope of Work; 4. evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payments.

CONTRACTING OFFICER REPRESENTATIVE.

JAR 2852.201-70, CONTRACTING OFFICER'S REPRESENTATIVE The following individual is hereby designated to act as Contracting Officer's Representative (COR) under this contract:

Willam Banner: Senior Operations Manager COR III

3301 Leestown Road

800-827-3168 Ex 3001

Email: william.banner2@usdoj.gov

(c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes in writing and signed.

The Contractor shall provide a full time Project Manager who is responsible for all activities associated with the project. This Project Manager must be present whenever work is being performed.

Contractor's Project Manager shall provide signed and dated resume and must include all applicable certifications, licenses, and credentials for all applicable personnel on the work site.

In the event of replacement of Project Site Manager, the Contractor is required to replace the individuals listed, with individuals of comparable qualifications.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

CONTRACT AWARD

The Government intends to award a Firm Fixed-Price Construction type contract as a result of this solicitation. Competition is restricted to Small Business within the North Carolina servicing district.

Award will be made to the offeror, pursuant to an affirmative determination of responsibility, whose offer conforms to the terms of the solicitation, and is determined to be in the best interest of the Government, based upon evaluation of the factors included in this solicitation.

Construction Contract Security (Program Statement 3732.01 BOP Identifications and Background Investigation)

In addition to the information contained in clause "DOJ-03 Personnel Security Requirements For Contractor Employees (Nov 2021); (Alt. I) -- Classified Information – Cleared Contractors", the following additional security is required to be completed and submitted for all contract employees who will be working under the terms of the contract: Criminal History Check – BP-A0660 (May 2018) CJIS Name Check Request Form BOP Contractor Pre-employment Questionnaire BOP Authority for Release of Information The contactor should be aware that the time required for contractor security clearances to be completed may vary. For the purposes of this solicitation, _21_ calendar days have been included in the performance period. The number of days listed above is contingent upon the contractor providing completed clearance packages for their employees within 10 calendar days of the Notice to Proceed. For any subsequently awarded subcontract, completed security clearance packages for subcontractor workers shall be submitted in conjunction with the completed SF-1413. **A form package will be issued by the Administrative Contracting Officer or Contracting Officer's Representative (COR) at the institution upon contract award. Completed packages shall be submitted by the PRIME CONTRACTOR ONLY to obtain clearance for each prime and sub-contract employee. Security Clearance packages will NOT be accepted from sub-contractors. Upon clearance being obtained the contractor will be notified. Should a contract employee NOT be cleared to enter the facility for this project, the contractor will be notified immediately. The contractor will be responsible to submit another contract employee as soon as possible for clearance. Be advised, the Federal Bureau of Prisons cannot disclose why an individual does not pass the security clearance process, as it is a violation of law.**

WAGE DETERMINATION APPLICABLE TO THIS CONTRACT

The rates referred to in the Davis-Bacon Act for Bricklayers, Laborers, Carpenters, Electricians, etc., are included in the General Wage Determination issued by U.S. Department of Labor Employment Standards Administration Wage and Hour Division, **General Decision Number NC20260064, dated 05/18/2026.**

Payment will be made to individuals used in the performance of this contract, the rates of wages contained therein. The complete wage rate decision is incorporated as a part of this solicitation.

SUBMISSION AND PAYMENT OF INVOICES

Reference Standard Contract Clause entitled "Prompt Payment For Construction Contracts" (FAR 52.232-27) of this solicitation.

All invoices shall include the complete contract number and delivery order number and line item(s) billed.

Pay Applications and Certified Payrolls shall be submitted to:

UNICOR FPI CENTRAL ACCOUNTS PAYABLE

PO BOX 11849

LEXINGTON, KY 40578-1849

OR EMAIL TO ACCOUNTS.PAYABLE@CENTRAL.UNICOR.GOV

Due to mail delays caused by security precautions, do not use U.S. Postal Service mail. Packages from any of the messenger services (FedEx, UPS, DHL, etc.) are accepted at this address.

Delay in contractor payment due to invoice submission to any address other than the physical or email address listed above shall be the fault of the contractor, and payment will be processed only upon receipt at the physical or email address noted above, and after approval by project COR.

ALL INVOICES SHALL REFERENCE THE CONTRACT NUMBER.

All invoices must match the contract dollar amount and payments will only be processed upon approval by project COR and Contracting Officer.

PREFERED METHOD: Submission of "Invoices by E-mail":

Original application for payment shall be prepared on AIA (American Institute of Architects) Form G-702 "Application and Certificate for Payment" and submitted to the Contracting Officer. The contractor may use another form; however, it shall contain similar information as the AIA Form G-702. The Contracting Officer and the Contracting Officer's Representative (COR) will approve the amount of payment by signing. The approved application for payment shall be forwarded as follows: Original to Accounting; Copy for Contract Award File. (1) All small business contractors are required to self-certify on all invoices their small business status. (2) The following information is required with each application for payment:

(a) Name and address of contractor

(b) Contract number

(c) Contractor invoice/application for payment number

(d) Description, price, and quantity of construction completed/rendered

(e) Payment terms (reference the contract payment clause)

(f) Other substantiating documentation or information required by the contract

(g) Name, title, and phone number of official to be notified

(h) Include the Contract/Delivery Order Number: 146XXXXXXX/145XXXXXXX

(i) Contractor TIN (Tax ID Number)

LIABILITY COVERAGE / INSURANCE

52.228-5 Insurance-Work on a Government Installation

Insurance-Work on a Government Installation (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. 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.

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

(a) (In accordance with Standard FAR Contract Clause 52.228-5 entitled "Insurance - Work on a Government Installation (JAN 1997) the Contractor shall procure and maintain, during the entire period of his performance under this contract, the following minimum insurance:

(1) General Liability Insurance

Bodily injury liability insurance, in the minimum limit of $500,000 per occurrence is required on the comprehensive form policy.

(2) Automobile Liability Insurance

This insurance is required on the comprehensive form policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles sued in connection with the performance of the contract.

At least, the minimum limits of $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage shall be required.

(3) Workmen's Compensation and Employer's Liability Insurance

Employer's liability coverage is required in the minimum amount of $100,000 or as required by the state where the project is performed.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation of any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert in all subcontracts the required insurance information provided above, including this paragraph (c).

GOVERNMENT PROPERTY

The Contractor shall be responsible for all government property in its custody if applicable. Any incidents of damage or loss shall be reported to the COR in writing within one (1) working day.

CONTACTOR'S RESPONSIBILITIES

It is the responsibility of the Contractor to follow any Special Security Requirements of the facility where the work is performed in the performance of the contract and to consider the effects of those security requirements in the pricing of the proposal.

The Contractor is required to furnish all services, materials, labor, tools, and equipment necessary to fulfill the work as set out in the Statement of Work.

The Contractor is required to keep an open dialogue with CO, COR and any designated representatives named within executed contract.

The Contractor is to notify the Project COR and/or Contracting Officer when problems arise and offer possible solutions. The Contractor must promptly report to the Project COR and/or Contracting Officer any ambiguities, discrepancies and/or apparent wage violations when discovered in the performance of this Statement of Work.

The Contractor must be aware of standards, codes, requirements and guidelines governing the construction of Government buildings.

The Contractor shall have an active Electrical license in the State of NC.

Certification in OSHA-30 Hours training (with Competent Person training in OSHA-40 Hour)

Proposal package must include a copy of the above license/certifications to be considered for award.

The Contractor shall comply with all local, state, and federal building codes and life safety codes.

The Contractor shall be responsible for all office supplies, included but limited to, pencils, pens, calculators, binders, paper, printers, fax machines, markers, whiteboards, hole punches, staples, etc. The office supplies are not provided as part of this Statement of Work.

It shall be the sole responsibility of the Contractor to obtain all information required to successfully carry out each contract task, other than the information provided by the project COR.

Construction Progress Telecoms: Bimonthly meetings or telecoms with CO/COR to discuss design issues and project progress as necessary. The Contractor shall provide call-in number, lead the discussion and provide minutes to all participants (electronic submission only); to include action items, items for clarification and information requests within three business days of the biweekly status calls.

The Contractor shall submit a total of up to 5 construction in-progress photos to the COR/CO on a weekly basis. Photos shall be a minimum of 1,504 x 1000 pixel size.

Coordinate location of photos with the COR. Photos, Daily Field Reports and a two-week look ahead shall be submitted to the COR/CO by close of business each Friday for the duration of the contract.

BONDS BID BOND

For offers in excess of $150,000, contractor shall submit with his offer a Bid Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in paragraph entitled Bid Guarantee in the form of twenty percent (20%) of the offer price, whichever is less. The bid bond penalty may be expressed in terms of percentages of the offer price or may be expressed in dollars and cents.

PERFORMANCE AND PAYMENT BONDS

If required, the bidder to whom award is made must furnish performance (Standard Form 25), and payment (Standard Form 25A) bonds within 10 calendar days of award. The bonds will be good and sufficient surety or sureties acceptable to the Government.

(a) PERFORMANCE BOND

When the contract price is in excess of $150,000, the penal sum of the performance bond shall be equal to one hundred percent (100%) of the contract price. The performance bond shall specifically provide coverage for taxes imposed by the United States which are collected, deducted, or withheld from wages paid by the contractor in carrying out the contract with respect to which such bond is furnished.

(b) PAYMENT BOND

(1) Payment bonds are required for contracts in excess of

$150,000.

(2) The penal amount of payment bonds shall equal one hundred percent of the contract

SECTION I 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): www.acquisition.gov

52.202-1 Definitions (Jun 2020)

52.203-3 Gratuities (DEVIATION NOVEMBER 2025)

52.203-5 Covenant Against Contingent Fees (DEVIATION NOVEMBER 2025)

52.203-6 Restrictions on Subcontractor Sales to the Government (DEVIATION NOVEMBER 2025)

52.203-7 Anti-Kickback Procedures (DEVIATION NOVEMBER 2025)

52.203-12 Limitation On Payments to Influence Certain Federal Transactions (DEVIATION NOVEMBER 2025)

52.203-17 Contractor Employee Whistleblower Rights (DEVIATION NOVEMBER 2025)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (DEVIATION NOVEMBER 2025)

52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (DEVIATION NOV 2025)

52.204-14 Service Contract Reporting Requirements (Oct 2016) (DEVIATION NOV 2025)

52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025) (DEVIATION NOV 2025)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (DEVIATION NOV 2025)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) (DEVIATION NOV 2025)

52.214-19 Contract Award--Sealed Bidding-- Construction (AUG 1996)

52.214-28 Subcontractor Certified Cost or Pricing Data-Modifications Sealed Bidding (Jun 2020) (DEVIATION NOV 2025)

52.219-6 Notice of Total Small Business Set-Aside (Nov 2020)

52.219-8 Utilization of Small Business Concerns (Jan 2025)

52.219-14 Limitations on Subcontracting (Oct 2022)

52.219-16 Liquidated Damages-Subcontracting Plan (Sep 2021)

52.219-28 Post award Small Business Program Representation (Jan 2025) (h)(1) NAICS Code: "238210"

52.222-1 Notice to the Government of Labor Disputes (DEVIATION DECEMBER 2025)

52.222-3 Convict Labor (DEVIATION DEC 2025)

52.222-4 Contract Work Hours and Safety Standards Overtime Compensation (DEVIATION DEC 2025)

52.222-6 Construction Wage Rate Requirements (DEVIATION DEC 2025)

52.222-7 Withholding of Funds (DEVIATION DEC 2025)

52.222-8 Payrolls and Basic Records (DEVIATION DEC 2025)

52.222-9 Apprentices and Trainees (DEVIATION DEC 2025)

52.222-10 Compliance with Copeland Act Requirements (DEVIATION DEC 2025)

52.222-11 Subcontracts (Labor Standards) (DEVIATION DEC 2025)

52.222-12 Contract Termination - Debarment (May 2014)

52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)

52.222-14 Disputes Concerning Labor Standards (DEVIATION DEC 2025)

52.222-15 Certification of Eligibility (May 2014)

52.222-35 Equal Opportunity for Veterans (DEVIATION DEC 2025)

52.222-36 Equal Opportunity for Workers with Disabilities (DEVIATION DEC 2025)

52.222-37 Employment Reports on Veterans (DEVIATION DEC 2025)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEVIATION DEC 2025)

52.222-50 Combating Trafficking in Persons DEVIATION DEC 2025)

52.222-54 Employment Eligibility Verification (DEVIATION DEC 2025)

52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (DEVIATION DEC 2025)

52.222-62 Paid Sick Leave Under Executive Order 13706 (DEVIATION DEC 2025)

52.222-90 Addressing DEI Discrimination by Federal Contractors (DEVIATION DEC 2025)

52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (DEVIATION DEC 2025)

52.223-5 Pollution Prevention and Right-to-Know Information (May 2024)

52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (DEVIATION DEC 2025)

52.223-23 Sustainable Products and Services (DEVIATION DEC 2025)

52.225-11 Buy American-Construction Materials (DEVIATION DEC 2025)

52.225-11 ALTERNATE I (OCT 2022) (DEVIATION DEC 2025)

52.226-7 Drug-Free Workplace (May 2024)

52.226-8 Encouraging Contractor Policies To Ban Text Messaging While Driving (May 2024)

52.227-1 Authorization and Consent (Jun 2020)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)

52.227-4 Patent Indemnity-Construction Contracts (Dec 2007)

52.228-2 Additional Bond Security (Oct 1997)

52.228-11 Individual Surety-Pledge of Assets (Feb 2021)

52.228-12 Prospective Subcontractor Requests for Bonds (Dec 2022)

52.228-14 Irrevocable Letter of Credit (Nov 2014)

52.228-15 Performance and Payment Bonds-Construction (Jun 2020)

52.229-2 North Carolina State and Local Sales and Use

Tax (DEVIATION AUG 2025)

52.229-3 Federal, State and Local Taxes (Feb 2013)

52.229-12 Tax on Certain Foreign Procurements (Feb 2021)

52.232-5 Payments under Fixed-Price Construction Contracts (May 2014)

52.232-16 Progress Payments (DEVIATION DEC 2025)

52.232-17 Interest (May 2014)

52.232-23 Assignment of Claims (May 2014)

52.232-27 Prompt Payment for Construction Contracts (Jan 2017)

52.232-33 Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)

52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

52.233-1 Disputes - Alternate I (DEVIATION NOV 2025)

52.233-3 Protest after Award (DEVIATION NOV 2025)

52.233-4 Applicable Law for Breach of Contract Claim (DEVIATION NOV 2025)

52.236-8 Other Contracts (DEVIATION AUG 2025)

52.236-9 Protection of Existing Vegetation, Structures,

Equipment, Utilities, and Improvements (DEVIATION AUG 2025)

52.236-10 Operations and Storage Areas (DEVIATION AUG 2025)

52.236-11 Use and Possession Prior to Completion (DEVIATION AUG 2025)

52.236-12 Cleaning Up (DEVIATION AUG 2025)

52.236-13 Accident Prevention - Alternate I (DEVIATION AUG 2025)

52.236-14 Availability and Use of Utility Services (DEVIATION AUG 2025)

52.236-15 Schedules for Construction Contracts (DEVIATION AUG 2025)

52.236-17 Layout of Work (DEVIATION AUG 2025)

52.236-21 Specifications and Drawings for Construction (Feb 1997) - Alternate II (DEVIATION AUG 2025)

52.240-91 Security Prohibitions and Exclusion (DEVIATION NOV 2025)

52.240.92 Alt II Security Requirements- Alternate II (DEVIATION NOV 2025)

52.240.93 Basic Safeguarding of Covered Contractor Information Systems (DEVIATION NOV 2025)

52.242-5 Payments to Small Business Subcontractors (JAN 2017)

52.242-13 Bankruptcy (July 1995)

52.242-14 Suspension of Work (Apr 1984)

52.246-21 Warranty of Construction (Mar 1994)

52.248-3 Value Engineering-Construction (Oct 2025)

52.249-2 Termination for Convenience of the Government (Fixed Price) (Apr 2012) Alternate I (Sept 1996)

52.249-10 Default (Fixed-Price Construction) (Apr 1984)

52.253-1 Computer Generated Forms (Jan 1991)

Clauses By Full Text

52.211-12 Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **$1,250.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.236-2 Differing Site Conditions (DEVIATION AUG 2025)

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

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

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

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

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

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

(End of clause)

52.236-3 Site Investigation and Conditions Affecting the Work (DEVIATION AUG 2025)

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

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

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

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

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

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

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

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

(End of clause)

52.236-5 Material and Workmanship (DEVIATION AUG 2025)

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

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

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

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

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

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

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

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

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

otherwise objectionable.

(End of clause)

52.236-6 Superintendence by the Contractor (DEVIATION AUG 2025)

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

(End of clause)

52.236-7 Permits and Responsibilities (DEVIATION AUG 2025)

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

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

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

(End of clause)

52.243-4 Changes (DEVIATION JUL 2025)

(a)

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

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

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

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

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

(2) If there are any sureties, the Contracting Officer does not

need to notify them of a written order.

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

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

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

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

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

(e)

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

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

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

(2) The statement of proposal for adjustment may be included in the

notice under paragraph (b) of this clause.

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

(End of clause)

JAR 2852.223-70 Unsafe Conditions Due to the Presence of Hazardous Material (NOV 2020)

(a) "Unsafe condition" as used in this clause means the actual or potential exposure of Contractor or Government employees to a hazardous material.

(b) "Hazardous Material" as used in this clause includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract), any other potentially hazardous material requiring safety controls, or any other material or working condition designated as hazardous by the Contracting Officer's Representative (COR).

(c) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require Contractors to apprise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.

(d) Prior to commencement of work, Contractors are required to inspect for and report to the Contracting Officer the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.

(e) If during the performance of the work under this contract, the Contractor or any of its employees, or subcontractor employees, discovers the existence of an unsafe condition, the Contractor shall immediately notify the Contracting Officer, or designee (with written notice provided not later than three (3) working days thereafter), of the existence of an unsafe condition. Such notice shall include the Contractor's recommendations for the protection and the safety of Government, Contractor and subcontractor personnel and property that may be exposed to the unsafe condition.

(f) When the Government receives notice of an unsafe condition from the Contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the Disputes clause of this contract.

(g) Nothing contained in this clause shall relieve the Contractor or subcontractors from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material including but not limited to the use, disturbance, or disposal of such material.

(End of Clause)

BOP 2852.242-71 EVALUATION OF CONTRACTOR PERFORMANCE UTILIZING CPARS (APR 2011)

The services, although not directly supervised, shall be reviewed by Federal Prison Industries staff to ensure contract compliance. The contractor's performance will be evaluated in accordance with FAR 42.15. Contract monitoring reports will be prepared by the Contacting Officer's Representative (COR) and maintained in the contract file. In accordance with FAR 42.1502 and 42.1503, agencies shall prepare an evaluation of contractor performance and submit it to the Past Performance Information Retrieval System (PPIRS). The BOP utilizes the Department of Defense (DOD) web-based Contractor Performance Assessment Reporting System (CPARS) to provide contractor performance evaluations. The contractor shall provide and maintain a current e-mail address throughout the life of the contract. The contractor will receive an e-mail from the Focal Point thru the following website addresswebptsmh@navy.milwhen the contract is registered in CPARS. The e-mail will contain a "user ID" and temporary password to register in the CPARS system. The contractor must be registered to access and review its evaluation and/or provide a response. If assistance is required when registering, please contact the Contracting Staff/Focal Point.

(End of Clause)

DOJ-01 Whistleblower Information Distribution (Oct 2021)

Within 30 days of contract award, the contractor and its subcontractors must distribute the "Whistleblower Information for Employees of DOJ Contractors, Subcontractors, Grantees, or Sub-Grantees or Personal Services Contractors" ("Whistleblower Information") document to their employees performing work in support of the products and services delivered under this contract

(https://oig.justice.gov/sites/default/files/2020-04/NDAA-brochure.pdf). By agreeing to the terms and conditions of this contract, the prime contractor acknowledges receipt of this requirement, in accordance with 41 U.S.C. § 4712 and FAR 3.906 & 52.203-17, and commits to distribution. Within 45 days of award, the contractor must provide confirmation to the contracting officer verifying that it has distributed the whistleblower information as required.

(End of Clause)

52.240-91 Security Prohibitions and Exclusions (DEVIATION NOV 2025)

(a) Definitions. As used in this clause—
American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https:// www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.). Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet). Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited. Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as

those terms are defined in section 3 of the

Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the

Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology. Covered foreign country means The People's Republic of China. Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital

Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

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

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code

of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity. FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA

orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order. Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract. Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of

Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community. Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources. Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy. Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high. Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence. Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information. Source means a non-Federal supplier, or potential supplier, of products or services, at any tier. Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation. Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service. Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)). Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

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

performance of the contract any of the following:

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

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

(3) Exemptions, exceptions, and waivers. The prohibitions in paragraph

(c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) Prohibition on using or providing specific products or services or conducting certain transactions regardless of

connection to contract.

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

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

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

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

or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user

data or packets that such equipment transmits or otherwise handles.

(2) Office of Foreign Assets Control Restrictions.

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

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

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

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

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

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

(4) Iran prohibitions.

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

note).

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

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

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

(e) Governmentwide exclusion and removal orders.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://

www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the

solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c))

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

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

(h) General report.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the

entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

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

information.

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

(i) New FASCSA orders report.

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

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

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

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

(End of clause)

52.240-93 Basic Safeguarding of Covered Contractor Information (NOV 2025)

(a) Definitions. As used in this clause—Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments). Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009). Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502). Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements.

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices

(including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded,

opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.252-6 Authorized Deviations in Clauses (Nov 2020)

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

(a) The use in this solicitation or contract of any https://www.acquisition.gov/far-overhaul (48 CFR ____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

PART III: List of Documents, Exhibits, and Other Attachments

Section J: List of Attachments

(List any/all attachments:)

SF-1442 - Solicitation

BP-A0660 NCIC CHECK

SOW - STATEMENT OF WORK

FCI Butner - Medium II 100% Drawings

260050 FL - Basic Materials and Methods

260519 FL – Low-Voltage Electrical Power Conductors

and Cables

260526 FL - Grounding and Bonding for Electrical

Systems

260529 FL - Hangers and Supports for Electrical

Systems

260533 FL - Raceway and Boxes for Electrical Systems

260544 FL - Sleeves and Sleeve Seals for Electrical

Raceways and Cabling

262416 FL – Panelboards

262813 FL - Fuses

ACH VENDOR ENROLLMENT FORM

FORM SF-25A PAYMENT BOND

FORM SF-25 PERFORMANCE BOND

FORM SF-24 BID BOND

PART IV: Representations & Instructions

Section K: Representations, certifications, and other Statements of offerors or respondents

52.209-7 Information Regarding Responsibility Matters (Oct 2018) (DEVIATION NOV 2025)

(Violation of Arms Control Treaties or Agreements-Certification

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

(1) or (2).] __ (1) The Offeror certifies that- (i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of

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

__ (2) The Offeror is providing separate information with its offer in accordance with paragraph(d)(2) of this provision. (c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

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

(1) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in

violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

(End of provision)

52.209-12 Certification Regarding Tax Matters (Oct 2025)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts. (b) If the Offeror is proposing a total contract price that will exceed $7 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it-- (1) Has __ filed all Federal tax returns required during the three years preceding the certification; (2) Has not __ been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) Has not __, more than 90 days prior to certification, been notified of

any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a nonfrivolous administrative or judicial proceeding. (End of provision)

(a) Definitions. As used in this provision-- Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area. United States person as defined in 26 U.S.C. 7701(a)(30) means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is

subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It __ is __ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that--I am claiming on the IRS Form W-14 __ a full exemption, or __ partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

52.209-13 Violation of Arms Control Treaties or Agreements-Certification (Nov 2021) (DEVIATION NOV 2025)

Violation of Arms Control Treaties or Agreements-Certification (Deviation Date) (a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101. (b) Certification.

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

__ (1) The Offeror certifies that- (i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at

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

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

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report. (1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries. (2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns. (3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or nonadherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns. (4) The Offeror may submit any questions

with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days. (d) Do not submit an offer unless— (1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or (2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has (i) Waived application under 22 U.S.C. 2593e(d) or (e); or (ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

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

52.229-11 Tax on Certain Foreign Procurements – Notice and Representation (JUN 2020) (DEVIATION AUG 2025)

(a) Definitions. As used in this provision—

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

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); an

(5) Any trust if--

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that--

(1) It __ is __ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that--I am claiming on the IRS Form W-14 __ a full exemption, or __ partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then--

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision,

the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign

Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment

of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official

interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of

the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

Section L: Instructions
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): www.acquisition.gov

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions.
52.204-7 System for Award Management (DEVIATION NOV 2025)

52.214-3 Amendments to Invitations for Bids (DEVIATION NOV 2025)

52.214-4 False Statements in Bids (Apr 1984)

52.214-5 Submission of Bids (DEVIATION NOV 2025)

52.214-6 Explanation to Prospective Bidders (Apr 1984)

52.214-7 Late Submissions, Modifications, and Withdrawals of Bids (DEVIATION NOV 2025)

52.214-18 Preparation of Bids-Construction (Apr 1984)
52.214-34, Submission of Offers in the English Language (APR 1991)

52.214-35 Submission of Offers in U.S. Currency (Apr 1991)

52.228-17 Individual Surety – Pledge of Assets (Bid Guarantee) (FEB 2021)

Provisions by Full Text

52.216-1 Type of Contract (DEVIATION DEC 2025)

The Government contemplates award of a firm fixed price contract resulting from this solicitation. Competition is restricted to Small Business Participants within the North Carolina servicing district.

(End of provision)

52.222-5 Construction Wage Rate Requirements-Secondary Site of the Work (DEVIATION DEC 2025)

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

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

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a

result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.225-12 Notice of Buy American Requirement - Construction Materials Under Trade Agreements (May 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American--Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

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

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

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

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

equivalent domestic or designated country construction material.

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

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

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations. (End of provision)

Alternate II (Nov 2023). As prescribed in 25.1102 (d)(3), add the definition of "Bahraini, Mexican, or Omani construction material" to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

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

(End of provision)

52.233-2 Service of Protest (DEVIATION NOV 2025)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting

Officer by obtaining written and dated acknowledgment of receipt from Office of the Procurement Executive, Federal Bureau of Prisons, 320 First Street, NW, Second Floor, Washington, DC 20534..

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEVIATION NOV 2025)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions. Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce. Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act. Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

(b) Procedures.

(1) Covered telecommunications and video surveillance. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) FASCSA Orders.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services

produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) Covered telecommunications equipment or services representations. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g) (d) FASCSA Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph

(g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) Sudan certification. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to

include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) Iran Representation and Certifications.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172,50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may

be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/ resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) Disclosure.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall

disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable

exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows: (i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph

(1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within

72 hours of discovering the new information.

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

(End of provision)

52.252-5 Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any Justice Acquisition Regulation E.O. 14275 (48 CFR Chapter 28) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

JAR 2852.233-70 Protests Filed Directly With the Department of Justice (NOV 2020)

(a) The following definitions apply in this provision:

(1) “Agency Protest Official” (APO) means the Deciding Official for a procurement protest filed with a contracting activity of DOJ when the contracting officer will not be the Deciding Official because of the protestor's election under JAR 2833.103(b)

(2) “Deciding Official” means the official who will review and decide a procurement protest filed with the agency. The Deciding Official will be the contracting officer unless the protestor requests pursuant to JAR 2833.103 (b) that the protest be decided by an individual above the level of the contracting officer, in which case the HCA will designate an APO to serve as the Deciding Official.

(3) “Interested Party” means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(b) Only interested parties may file a protest.

(c) An interested party filing a protest with the DOJ has the choice of requesting either that the Contracting Officer or the APO decide the protest.

(d) A protest filed directly with the DOJ shall:

(1) Indicate that it is a protest to DOJ.

(2) Be filed with the Contracting Officer.

(3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.

(4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.

(5) Include the information required by FAR 33.103(d)(2):

(i) Name, address, facsimile number and telephone number of the protestor.

(ii) Solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.

(iv) Copies of relevant documents.

(v) Request for a ruling by the agency.

(vi) Statement as to the form of relief requested.

(vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.

(viii) All information establishing the timeliness of the protest.

(e) The decision by the APO is an alternative to a decision by the Contracting Officer. The APO will not consider appeals from the Contracting Officer's decision on an agency protest and a decision by the APO is final and not appealable.

(f) The Deciding Official may conduct a scheduling conference. The scheduling conference, if conducted, will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time

as the scheduling conference, depending on availability of the necessary parties.

(g) Oral conferences may take place either by telephone or in person.

(h) The protestor has only one opportunity to support or explain the substance of its protest. DOJ procedures do not provide for any discovery. The deciding official may request additional information from the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.

(i) A protestor may represent itself or be represented by legal counsel. The DOJ will not reimburse the protester for any legal fees related to the agency protest.

(j) The DOJ will stay award or suspend contract performance in accordance with FAR 33.103(f), unless the contract award is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Government. The justification or determination shall be approved at a level above the Contracting Officer. The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

(k) The deciding official will make a best effort to issue a decision on the protest within thirty-five (35) days after the filing date. The decision shall be written, and provided to the protestor using a method that provides for evidence of receipt.

(l) The DOJ may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a forum outside DOJ.

SECTION M. EVALUATION FACTORS FOR AWARD

M.1 Basis for Award

The Government intends to make a single award using a Best Value Tradeoff process. Award will be made to the offeror whose proposal represents the best value to the Government, considering the evaluation factors listed in this section.

The evaluation factors are:

1. Technical Approach
2. Past Performance
3. Price

Technical is the most important factor. Past Performance is the second most important factor. Price is the least important factor.

When combined, Technical and Past Performance are significantly more important than Price.

M.2 Evaluation Factors

M.2.1 Technical Approach

The Government will evaluate the extent to which the offeror demonstrates a clear, comprehensive, and technically sound approach to performing the electrical infrastructure upgrade. Evaluation will consider:

- The Contractor shall have an active Electrical license in the State of NC
- Understanding of project requirements
- Methodology for upgrading electrical systems
- Proposed materials, equipment, and installation methods
- Meets the Period of Performance
- Project schedule and sequencing

- Risk identification and mitigation
- Qualified personnel who can meet the security requirements and background check required by the agency and listed in this solicitation.
- Compliance with applicable electrical codes and safety standards

The Technical Approach factor will be assigned a rating based on the contractor meeting the requirements listed above as a Go/No go.

M.2.2 Past Performance

The Government will evaluate the offeror’s record of performance on recent and relevant projects of similar size, scope, and complexity, including:

- Prior Federal or State Government projects
- Electrical infrastructure upgrades
- High-voltage or medium-voltage work
- Facility electrical modernization
- Substation or distribution system improvements

Evaluation will consider:

- Quality of work
- Timeliness
- Cost control
- Customer satisfaction
- Management effectiveness
- Safety performance

The Government may use CPARS, questionnaires, interviews, or other sources. Past Performance will be evaluated base on:

Excellent: Performance is superior and as a customer, would unhesitatingly do business with the offeror again. There is little or no room for improvement. Offeror performs in accordance to specifications, etc. Complaints are negligible, or the record is old and the offeror has demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable.

Good: Offeror's performance is better than average, and the customer, would willingly do business with the offeror again. Complaints are few and relatively minor. Complaints are negligible, or the record is old and the offeror has demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable.

Marginal: Unfavorable reports regarding the offeror's performance have been made. Serious doubt is expressed as to whether or not as the customer business would be done again. However, some favorable reports are given, and some sources state they would do business with the offeror again. Much improvement is needed to bring performance level up to a manner that is acceptable.

NEITHER UNFAVORABLY NOR FAVORABLY - (None) No record exists or sources of information are roughly divided over the quality of the offerors performance. The offeror has no record of criminal conduct, civil fraud, negligence, or the record is old. In the case of an offeror with respect to which there is no information on past contract performance or with respect to which information on past contract performance is not available, the offeror may not be evaluated favorably nor unfavorably on the factor of past performance. These vendors will be evaluated on specification and price only.

Poor: Performance is unsatisfactory and the customer would no longer do business with the offeror again. Complaints are substantial or numerous. The offeror either has presented no persuasive evidence of having taken appropriate corrective action that will guard

against such conduct in the foreseeable future, or it appears unlikely that the corrective action will be effective. Constantly corresponding with vendor to get the vendor to perform by issuing "Cure Notice(s)" and/or "Show Cause" Notice(s) consideration taken to re-establish delivery dates and any other adverse action such as "Termination for Default"

M.2.3 Price

Price will be evaluated for:

- Reasonableness
- Balance
- Completeness

The Government may conduct a price realism review (non-competitive) to assess whether prices reflect a clear understanding of the work.

Price will not be scored but will be considered in the trade-off.

M.3 Tradeoff Process

The Government may award to other than the lowest-priced offeror or other than the highest technically rated offeror if a tradeoff is justified.

- Technical is more important than Past Performance.
- Past Performance is more important than Price.
- Technical + Past Performance combined are significantly more important than Price.

However, as the difference in Technical and Past Performance ratings narrows, Price becomes more important in the trade-off decision.