Contract Clauses (06/30/2026)

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

FAR Clauses: www.acquisition.gov/far/part-52

DOI Clauses: www.acquisition.gov/diar/part-1452-solicitation-provisions-and-contract-clauses

Revolutionary FAR Overhaul Clauses: www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

(End of clause)

Clauses Incorporated by Reference

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

52.204-13 System for Award Management Maintenance. (DEVIATION MAR 2026)

52.204-14 Service Contract Reporting Requirements (DEVIATION MAR 2026)

52.204-19 Incorporation by Reference of Representations and Certifications (DEVIATION MAR 2026)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEVIATION MAY 2026)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION MAY 2026)

52.212-4 Terms and Conditions—Commercial Products and Commercial Services. (DEVIATION MAR 2026)

52.219-6 Notice of Total Small Business Set-Aside (DEVIATION JAN 2026)

52.219-28 Post-Award Small Business Program Representation (DEVIATION JAN 2026)

52.222-3 Convict Labor (DEVIATION MAY 2026)

52.222-35 Equal Opportunity for Veterans (DEVIATION MAY 2026)

52.222-36 Equal Opportunity for Workers with Disabilities (DEVIATION MAY 2026)

52.222-37 Employment Reports on Veterans (DEVIATION MAY 2026)

52.222-41 Service Contract Labor Standards (DEVIATION MAY 2026)

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

52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018)

52.222-50 Combatting Trafficking in Persons (DEVIATION MAY 2026)

52.222-54 Employment Eligibility Verification (DEVIATION MAY 2026)

52.222-55 Minimum Wages for Contractor Workers under Executive Order 14026 (DEVIATION MAY 2026)

52.222-62 Paid Sick Leave Under Executive Order 13706 (DEVIATION MAY 2026)

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

52.223-23 Sustainable Products (DEVIATION MAY 2026)

52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)

52.232-34 Payment by Electronic Funds Transfer-System for Award Management (OCT 2018)

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

52.233-3 Protest After Award. (AUG 1996) - Alternate I (JUN 1985)

52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)

52.240-91 Security Prohibitions and Exclusions (DEVIATION MAR 2026)

52.242-13 Bankruptcy. (JUL 1995)

52.242-15 Stop-Work Order. (AUG 1989)

52.242-17 Government Delay of Work. (APR 1984)

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

52.245-1 Government Property (SEP 2021)

52.245-9 Use and Charges (APR 2012)

Clauses Incorporated by Full Text

52.252-6 Authorized Deviations in Clauses. (NOV 2020)

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

(b) The use in this solicitation or contract of any Department of the Interior Regulation (48 CFR 14) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

1452.201-70 Authorities and delegations. (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed

the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

1452.204-70 Release of Claims (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (February 2021)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

1. A copy of the Contractor¿s invoice, to include the finalized OF-286 invoice from the incident.
2. The contract number.
3. The invoice number.
4. Dates of transactions.
5. A description of the line items being bille
6. The unit prices for each line item.
7. Quantities for each line item.
8. Total amount of each line item.
9. Overall invoice total.
10. All receipts for travel (meals, lodging, transportation).

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

Solicitation Provisions

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):

FAR Provisions: www.acquisition.gov/far/part-52
DOI Provisions: www.acquisition.gov/diar/part-1452-solicitation-provisions-and-contract-clauses
Revolutionary FAR Overhaul Provisions: www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

(End of provision)

Provisions Incorporated by Reference

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2024)

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation (JAN 2017)

52.204-7 System for Award Management (DEVIATION MAR 2026)

52.209-12 Certification Regarding Tax Matters. (OCT 2020)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEVIATION MAR 2026)

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services. (DEVIATION MAR 2026)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

52.212-2 Evaluation—Commercial Products and Commercial Services. (DEVIATION MAR 2026)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror (Quoter) whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

Basis for Award (Comparative Evaluation)

1. General:

The Government will award a purchase order resulting from this solicitation to the responsible quoter whose quote is most advantageous to the Government, price and evaluation factors identified below. This acquisition is being conducted under the Acquisition of Commercial Products and Commercial Services of FAR Part 12.

2. Evaluation Process:

In accordance with FAR 12.203(c)(2) (FAR Overhaul - Part 12 | Acquisition.GOV) the Government will perform a comparative evaluation of quotes. A comparative evaluation is defined as the act of comparing one quote to another in a side-by-side fashion.

- **No Formal Scoring:** The Government is not required to use formal evaluation plans, precise weighting, or adjectival scoring (e.g., "Excellent" or "Blue").
- **Direct Comparison:** IAW FAR 12.203(b), Quotes will be compared against one another to determine which provides the best value. The Government will use their professional business judgment to determine if a quote's technical superiority or more favorable terms (e.g., faster delivery, longer warranty) justifies a higher price.
- **Price Consideration:** The Government may make an award to other than the lowest priced quote if it is determined to provide the best value. Award is not automatically made to the quoter submitting the lowest price. The Contracting Officer reserves the right to make no award at all. The Government may conduct a price analysis at any point during the evaluation to assist in determining a best value at a fair and reasonable price.
- **Quote Evaluation Approach:** IAW FAR 12.203(c) and (c)(1) Quotations evaluated in an efficient and minimally burdensome fashion. Government will consider all quotations or offers that are received timely.

3. Evaluation Factors:

The following factors will be used to evaluate quotes and quotes must first meet the minimum technical requirements to be considered for award:

- **Technical Capability**: Ability to meet the specifications in the Statement of Work. (narrative response of no longer than 10 pages).

  (A) Technical approach narrative must demonstrate the offeror's understanding of the project requirements, the scope of work, and the contract documents. Identify and address the specific needs and unique requirements for the scope, location, and schedule of this project.

  (B) Demonstrate necessary expertise, licensing, certification, or other documentation and rationale to complete the contract requirements.

  (C) Demonstrate understanding of how to organize, staff, and manage the contract, as well as the means and methods that will be used to accomplish the contract requirements.

  (D) Demonstrate an understanding of project requirements for safety, sustainability, energy efficiency and risk management.

  (E) Provide a schedule to show how work described in the SOW will be completed within the Period of Performance.

- **Relevant Experience**: Provide a list of at least five (5) jobs completed or ongoing, in the past five (5) years in which you acted as a Prime Contractor or Sub-Contractor responsible for providing similar/services. Each job description must contain the following information:
  •The name of job
  •The job start and end dates
  •A brief description of services provided and the location/size of the job
  •The owner of job
  •The owner's Contact information
  •The total dollar value of the job

- **Past Performance**: Past performance will be evaluated to assess the level of confidence the Government has that the offeror will be successful in performing the tasks outlined for this effort in the SOW based on the extent to which an offeror has successfully performed and managed contracts, similar in nature to this acquisition. The recency and relevance of past performance, source of information, context of the data, and general trends in performance will be considered. The Government will consider performance quality of the offeror's past performance by determining how well the contractor performed to establish a qualitative overall risk assessment rating for the past performance factor. Other Sources of Information. In evaluating past performance, the Government may consider data provided by the quoter, as well as, past performance data on other projects obtained from other available sources, such as the Contractor Performance Assessment Reporting System (CPARS), the System for Award Management (SAM) or other Government databases; interviews with COs, Contracting Officer's Representatives (CORs), and/or Project Inspectors with specific knowledge of the quoter's performance to conclude general trends in the quality of work in the quoter's performance record. While the Government may consider all available information and sources, the burden to provide complete, recent, and relevant past performance information rests with the quoter. If a performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, a neutral confidence rating will be assessed.

  Provide past performance references can include the following information:

  1. Name of Project
  2. Location of Project
  3. Contract Number
  4. Period of Performance
  5. Total cost for Project
  6. Name of Agency/Entity
  7. Point of Contact for Agency/Entity (including Phone & Fax Numbers)
  8. Complete and thorough description of services performed Description should include specifics about the scope of projects completed.

- **Price**: Total evaluated price.

(End of provision)