SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	1333ND26RNB190033	☐ SEALED BID *(IFB)* ☒ NEGOTIATED *(RFP)*		1 173

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
	NB194000-26-00904	

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

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

SOLICITATION

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

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

See Attached

11. The contractor shall begin performance within 10 calendar days and complete it within 365 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☐ mandatory ☒ negotiable. ***(See*** Statement of Work ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 5:00 PM MT ***(hour)*** local time AUG 13, 2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

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

OFFER *(Must be fully completed by offeror)*

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

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

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

CODE FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ( ) ☐ ( )

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

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

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

1333ND26RNB190033

SF 1442 BLOCK 10 (CONTINUED)

Project: SOLAR LIGHTING UPPER SITE REPLACMENT

Enter Price(s) in Section B.

This acquisition is a total small business set aside.

The NAICS for this acquisition is 238210; the Small Business Size Standard is $19.0 Million.

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

Offeror(s) shall acknowledge receipt of amendment(s) in block 19 of the SF 1442 or by returning a signed copy of the amendment(s) with their offer.

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

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

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contractor shall provide all labor, equipment, and materials to accomplish the work set out in the attached SOW. Base - Campus site lighting upgrades	**1.00**	JB	_____	_____
0002	Contractor shall provide all labor, equipment, and materials to accomplish the work set out in the attached SOW. Option 1 - Solar Lighting Replacement Design/Build B25 Parking Lot Period of Performance: 10/01/2026 to 09/30/2027	**1.00**	JB	_____	OPT _____
0003	Contractor shall provide all labor, equipment, and materials to accomplish the work set out in the attached SOW. Option 2 - Solar Lighting Replacement Design/Build B22 Curie Circle Period of Performance: 10/01/2026 to 09/30/2027	**1.00**	JB	_____	OPT _____
0004	Contractor shall provide all labor, equipment, and materials to accomplish the work set out in the attached SOW. Option 3 - Solar Lighting Replacement Design/Build Laydown Yard Period of Performance: 10/01/2026 to 09/30/2027	**1.00**	JB	_____	OPT _____
0005	Contractor shall provide all labor, equipment, and materials to accomplish the work set out in the attached SOW. Option 4 - Solar Lighting Replacement Design/Build Demo Solar Array Period of Performance: 10/01/2026 to 09/30/2027	**1.00**	JB	_____	OPT _____
0006	Contractor shall provide all labor, equipment, and materials to accomplish the work set out in the attached SOW. Option 5 -Solar Lighting Replacement Design/Build B4/ B5 Period of Performance: 10/01/2026 to 09/30/2027	**1.00**	JB	_____	OPT _____
0007	Contractor shall provide all labor, equipment, and materials to accomplish the work set out in the attached SOW. Option 6 - Solar Lighting Replacement Design/Build B51 Period of Performance: 10/01/2026 to 09/30/2027	**1.00**	JB	_____	OPT _____
0008		**1.00**	JB	_____	OPT _____

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Contractor shall provide all labor, equipment, and materials to accomplish the work set out in the attached SOW. Option 7 - Solar Lighting Replacement Design/Build High-Speed Switch Period of Performance: 10/01/2026 to 09/30/2027				

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STATEMENT OF WORK
Title: Solar Lighting Upper Site Replacement

I. BACKGROUND INFORMATION

The Department of Commerce (DOC) campus is a research and development complex located at 325 Broadway in Boulder, Colorado. The National Institute of Standards and Technology (NIST) is the primary occupant, National Oceanic Atmospheric Administration (NOAA) and National Telecommunications and Information Administration (NTIA) also have a presence on campus. NIST's Office of Facilities and Property Management (OFPM) is responsible for maintaining and renovation of spaces which consist of laboratories, office space and facilities maintenance areas throughout the campus.

The NIST Boulder campus has exterior pole luminaires installed throughout the site to illuminate roads and sidewalks. These pole luminaires are either controlled by a nearby building's lighting control panels, exterior control relay panels, or via photocell On/Off. The site is also equipped with solar powered pole luminaires.

II. PURPOSE

The purpose of this project is to replace the ageing solar powered pole luminaires with new hard-wired pole-luminaires. New circuits will need to originate from the closest building.

The intent is to procure a Design-Build Entity (DBE) for this project that will furnish the necessary personnel, material, equipment, and design/construction services.

PLACE OF PERFORMANCE
NIST Boulder Campus
325 Broadway
Boulder, CO 80305

Regular Business Hours
Regular business hours are Monday through Friday 7:00 AM to 5:00 PM Mountain Time, excluding Federal holidays and NIST closures.

PERIOD OF PERFORMANCE
The period of performance for this project is anticipated to be 365 days.

III. SPECIFIC REQUIREMENTS

WORKING AT NIST

1. Contractor shall adhere to all requirements in the attached specifications and documents detailing requirements for construction at NIST.
    a. General Instructions for Conducting Work at the NIST Boulder Campus contains valuable information pertaining to unique requirements which can impact project schedule and budget if not accounted for, a few key areas are listed below. It is recommended that contractors become familiar with all the requirements and ask clarifying questions during the proposal phase.
        i. Site access and badging requirements

ii. Permitting requirements for a variety of activities
iii. Safety
iv. Work requiring advance notice and coordination

2. Contractor team shall refer to existing facility documentation and obtain clarification from the Contracting Officer's Representative (COR) if discrepancies are noted.
3. Contractor team shall be responsible for field verification of all measurements and equipment data presented on existing documentation and project construction documents.
4. Contractor team shall coordinate all construction activities with the COR for the duration of this project.
5. Contractor team shall communicate with the COR and Contracting Officer (CO) on all contractual matters for the duration of this project.

ELECTRICAL SHUTDOWNS

The shutdown of branch circuit panelboards will be required in order to connect new line-voltage circuits for the new pole luminaires. Shutdowns shall be coordinated with NIST, and an 8-week notice for each shutdown shall be provided. Shutdowns include any outages that cause loss of control of HVAC systems, power, lighting, water, or any other building utilities for any length of time. It is crucial that power shutdown activities are closely coordinated with the NIST COR and internal customers. Work schedules/milestone plans will be required to ensure NIST internal customers can work around the work schedule.

Semi-annual full site shutdowns are tentatively scheduled to occur on:

- September 19, 20 2026
- May 22, 23 2027
- September 18, 19 2027

SCOPE OF WORK

1. <u>Solar Lighting Replacement Design/Build – B25 Curie Circle (Base Scope – CLIN 0001):</u>
    a. This CLIN entails the replacement of (15) solar pole luminaires along Curie Circle in front of B25.
    b. Provide demolition and new plans noting the layout of the demolished solar pole luminaires and the new hard-wired pole bases/luminaires. DBE shall review and confirm existing conditions.
    c. DBE shall determine if the quantity of new pole luminaires can be reduced and not have to perform a one-for-one replacement.
    d. Provide photometrics for NIST review/approval.

e. New plans shall include the necessary pole base details signed by a licensed Colorado Structural Professional Engineer.
f. Provide new circuits as necessary, originating from an existing panelboard in B25. Provide new circuit breakers as required.
g. Contractor shall trench and backfill for the new circuit in existing landscaped areas.
h. Contractor shall trench, backfill, and provide new asphalt/concrete in existing hardscaped areas. Sidewalks will need to be replaced if damaged during the project.
i. Label all new equipment to meet NIST's site standard requirements.
j. All installations shall meet NIST's site standard requirements.

2. <u>Solar Lighting Replacement Design/Build – B25 Parking Lot (Option 1 – CLIN 0002):</u>
   a. This CLIN entails the replacement of (8) solar pole luminaires in the B25 parking lot.
   b. Provide demolition and new plans noting the layout of the demolished solar pole luminaires and the new hard-wired pole bases/luminaires. DBE shall review and confirm existing conditions.
   c. DBE shall determine if the quantity of new pole luminaires can be reduced and not have to perform a one-for-one replacement.
   d. Provide photometrics for NIST review/approval.
   e. New plans shall include the necessary pole base details signed by a licensed Colorado Structural Professional Engineer.
   f. Provide new circuits as necessary, originating from an existing panelboard in B25. Provide new circuit breakers as required.
   g. Contractor shall trench and backfill for the new circuit in existing landscaped areas.
   h. Contractor shall trench, backfill, and provide new asphalt/concrete in existing hardscaped areas. Sidewalks will need to be replaced if damaged during the project.
   i. Label all new equipment to meet NIST's site standard requirements.
   j. All installations shall meet NIST's site standard requirements.

3. <u>Solar Lighting Replacement Design/Build – B22 Curie Circle (Option 2 – CLIN 0003):</u>
   a. This CLIN entails the replacement of (9) solar pole luminaires along Curie Circle in front of B22.
   b. Provide demolition and new plans noting the layout of the demolished solar pole luminaires and the new hard-wired pole bases/luminaires. DBE shall review and confirm existing conditions.
   c. DBE shall determine if the quantity of new pole luminaires can be reduced and not have to perform a one-for-one replacement.
   d. Provide photometrics for NIST review/approval.
   e. New plans shall include the necessary pole base details signed by a licensed Colorado Structural Professional Engineer.

f. Provide new circuits as necessary, originating from an existing panelboard in B22. Provide new circuit breakers as required.
g. Contractor shall trench and backfill for the new circuit in existing landscaped areas.
h. Contractor shall trench, backfill, and provide new asphalt/concrete in existing hardscaped areas. Sidewalks will need to be replaced if damaged during the project.
i. Label all new equipment to meet NIST's site standard requirements.
j. All installations shall meet NIST's site standard requirements.

4. Solar Lighting Replacement Design/Build – Laydown Yard (Option 3 – CLIN 0004):
   a. This CLIN entails the replacement of (7) solar pole luminaires in the laydown yard.
   b. Provide demolition and new plans noting the layout of the demolished solar pole luminaires and the new hard-wired pole bases/luminaires. DBE shall review and confirm existing conditions.
   c. DBE shall determine if the quantity of new pole luminaires can be reduced and not have to perform a one-for-one replacement.
   d. Provide photometrics for NIST review/approval.
   e. New plans shall include the necessary pole base details signed by a licensed Colorado Structural Professional Engineer.
   f. Provide new circuits as necessary, originating from an existing panelboard located in the laydown yard. Provide new circuit breakers as required.
   g. Contractor shall trench and backfill for the new circuit in existing landscaped areas.
   h. Contractor shall trench, backfill, and provide new asphalt/concrete in existing hardscaped areas. Sidewalks will need to be replaced if damaged during the project.
   i. Label all new equipment to meet NIST's site standard requirements.
   j. All installations shall meet NIST's site standard requirements.

5. Solar Lighting Replacement Design/Build – Demo Solar Array (Option 4 – CLIN 0005):
   a. This CLIN entails the demolition and removal of the existing solar array that is located near B22. The pole luminaires near this array were hard-wired to B22.
   b. Provide a demolition plan. DBE shall review and confirm existing conditions.
   c. Contractor shall maintain existing landscaped areas after demolition has been completed.
   d. Sidewalks and other hardscaped areas will need to be replaced if damaged during the project.

6. Solar Lighting Replacement Design/Build – B4/B5 (Option 5 – CLIN 0006):

a. This CLIN entails the replacement of (2) solar pole luminaires along Curie Circle across from B4/B5.
b. Provide demolition and new plans noting the layout of the demolished solar pole luminaires and the new hard-wired pole bases/luminaires. DBE shall review and confirm existing conditions.
c. DBE shall determine if the quantity of new pole luminaires can be reduced and not have to perform a one-for-one replacement.
d. Provide photometrics for NIST review/approval.
e. New plans shall include the necessary pole base details signed by a licensed Colorado Structural Professional Engineer.
f. Provide new circuits as necessary, originating from an existing panelboard in B4 or B5. Provide new circuit breakers as required.
g. Contractor shall trench and backfill for the new circuit in existing landscaped areas.
h. Contractor shall trench, backfill, and provide new asphalt/concrete in existing hardscaped areas. Sidewalks will need to be replaced if damaged during the project.
i. Label all new equipment to meet NIST's site standard requirements.
j. All installations shall meet NIST's site standard requirements.

7. <u>Solar Lighting Replacement Design/Build – B51 (Option 6 – CLIN 0007):</u>
    a. This CLIN entails the replacement of (20) solar pole luminaires at/around B51.
    b. Provide demolition and new plans noting the layout of the demolished solar pole luminaires and the new hard-wired pole bases/luminaires. DBE shall review and confirm existing conditions.
    c. DBE shall determine if the quantity of new pole luminaires can be reduced and not have to perform a one-for-one replacement.
    d. Provide photometrics for NIST review/approval.
    e. New plans shall include the necessary pole base details signed by a licensed Colorado Structural Professional Engineer.
    f. Provide new circuits as necessary, originating from an existing panelboard in B51. Provide new circuit breakers as required.
    g. Contractor shall trench and backfill for the new circuit in existing landscaped areas.
    h. Contractor shall trench, backfill, and provide new asphalt/concrete in existing hardscaped areas. Sidewalks will need to be replaced if damaged during the project.
    i. Construction activities at this location will need to be heavily coordinated as we cannot interfere with the Visitor Center's activities. Work may have to be performed outside of normal business hours.
    j. Label all new equipment to meet NIST's site standard requirements.

k. All installations shall meet NIST's site standard requirements.

8. Solar Lighting Replacement Design/Build – High-Speed Switch (Option 7 – CLIN 0008):
    a. This CLIN entails the replacement of (4) solar pole luminaires at/around the high-speed switch. These luminaires are currently controlled manually and should continue to do so.
    b. Provide demolition and new plans noting the layout of the demolished solar pole luminaires and the new hard-wired pole bases/luminaires. DBE shall review and confirm existing conditions.
    c. DBE shall determine if the quantity of new pole luminaires can be reduced and not have to perform a one-for-one replacement.
    d. Provide photometrics for NIST review/approval.
    e. New plans shall include the necessary pole base details signed by a licensed Colorado Structural Professional Engineer.
    f. Provide new circuits as necessary, originating from an existing panelboard within the high-speed switch distribution system. Provide new circuit breakers as required.
    g. Contractor shall trench and backfill for the new circuit in existing landscaped areas.
    h. Contractor shall trench, backfill, and provide new asphalt/concrete in existing hardscaped areas. Sidewalks will need to be replaced if damaged during the project.
    i. Label all new equipment to meet NIST's site standard requirements.
    j. All installations shall meet NIST's site standard requirements.

SPECIFICATIONS AND OTHER MISCELLANEOUS REQUIREMENTS

1. Concrete pole bases shall be engineered to withstand wind loads, soil conditions, and structural weight.
2. The DBE shall determine the pole base's concrete testing requirements for the installation contractor to follow and meet.
3. If system voltage is 120V, pole light luminaire shall be RAB Lighting: ALED-M-3TN or approved equivalent.
4. If system voltage is 277V/480, pole light luminaire shall be CREE Lighting: Edge Series ARE-EDG-XX-DA-06-E-UL/UH-BZ-700-40K or approved equivalent.
5. Pole light luminaires shall be equipped with integral photocell for On/Off operation.
6. Pole light luminaires shall be full cut-off.
7. All electrical installations shall meet current NEC.

8. Refer to NIST's Site Standard Specifications attachment for additional information and requirements.
9. Refer to attached documents for additional information.

OTHER PROJECT REQUIREMENTS

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

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

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

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

Reference:
See NIST's Contractor Safety Program for required elements of Contractor Safety Plans.

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

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

Maintain records of safety training provided to contractor personnel (including subcontractor personnel) that perform work on this award. The contractor shall make those records available to the contracting officer, contracting officer's representative for the award, or other authorized

personnel within 7 days of receipt of their written request, and annually thereafter or upon request.

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

Health Hazard Assessments and Medical Evaluations
The Contractor shall provide required health hazard exposure assessments, medical evaluations and screenings, and exposure monitoring required by applicable OSHA requirements.
Ensure PII information is protected.

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

5. Roster

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

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

Requirements for Contractor Personnel
Identify all qualifications that the Contractor and/or their personnel working on this contract must possess.

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

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

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

SCHEDULE OF DELIVERABLES

Deliverable Number	***Description***	***Format***	***Due Date***	***Quantity***
1	90%CD Submittal (design/specifications) – All CLINs	PDF	Contractor to determined based on their project schedule	One electronic copy
2	Issued for Construction (IFC) Submittal (design/specifications) – All CLINs	PDF, AutoCAD	Contractor to determine based on their project schedule	One electronic copy
3	As-builts – All CLINs	PDF, AutoCAD		

Standards of Acceptance: The NIST POC or COR shall review all the above deliverables and respond with an acceptance or request for revision email to the Contractor Point of Contact (POC) within 10 days/weeks of receipt of deliverable. This section applies to deliverables which must be reviewed and approved for acceptances (e.g., draft plans, drawings, etc.)

PAYMENT SCHEDULE

The Contractor will be paid, in accordance with the payments clause in the contract and as otherwise noted in this document, upon receipt of a proper invoice.

SECTION E
INSPECTION AND ACCEPTANCE

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

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

(a) The Contracting Officer or the duly authorized representative will accept supplies and services to be provided under this contract.
(b) The place of acceptance will be:
NIST, 325 Broadway, Boulder, CO 80305

(End of clause)

F.1 Schedules for Construction Contracts DEVIATION (JA

52.236-15 Schedules for Construction Contracts DEVIATION (JAN 2026)

(a)

(1) Within five days after the work commences on the contract or another period of time determined by the Contracting Officer, the Contractor shall prepare and submit to the Contracting Officer for approval a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the work (including acquiring materials, plant, and equipment).

(2) The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period.

(3) If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall continually update the actual progress in the schedule and shall submit it to the Contracting Officer by the means prescribed in the contract for transmittals or as directed by the Contracting Officer.

(c)

(1) If the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to recover lost time and execute in accordance with the approved schedule, without additional cost to the Government.

(2) Such steps may include increasing the number of shifts, overtime operations, days of work, and/or the amount of construction plant.

(3) The Contractor shall submit, for approval, supplementary schedule(s) that demonstrate how the lost time will be recovered.

(d) If the Contractor does not recover the lost time, the Contracting Officer may determine that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

SECTION G
CONTRACT ADMINISTRATION DATA

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

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

G.3 1352.237-75 KEY PERSONNEL (APR 2010)

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

Project Manager (PM) - [INSERT NAME HERE]
Site Superintendent - [INSERT NAME HERE]
Safety Manager - [INSERT NAME HERE]

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

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

(End of Clause)

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 1352.208-70 RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010)
(Reference 1352.208-70)

H.2 1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)
(Reference 1352.209-73)

H.3 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)
(Reference 1352.209-74)

H.4 1352.228-70 INSURANCE COVERAGE (APR 2010)
(Reference 1352.228-70)

SECTION I
CONTRACT CLAUSES

I.1 52.203-3 GRATUITIES (APR 1984)
(Reference 52.203-3)

I.2 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
(Reference 52.203-5)

I.3 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
(Reference 52.203-6)

I.4 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)
(Reference 52.203-7)

I.5 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
(Reference 52.203-8)

I.6 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
(Reference 52.203-10)

I.7 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
(Reference 52.203-12)

I.8 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
(Reference 52.204-9)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards DEVIATION (JAN 2026)

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

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor’s general and administrative expenses or indirect costs.

Month of award means the month in which the Contracting Officer signs a contract or the month in which the Contractor signs a first-tier subcontract.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the information described at 17 CFR 229.402(c)(2).

(b) *Requirement*. Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public; therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public. Nothing in this clause requires disclosing classified information.

(c) *Reporting*. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (f) of this clause, the Contractor shall report the following in the System for Award Management at as follows:

(1) Executive compensation of the prime contractor. The Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A)80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(B)$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at .).

(2) First-tier subcontract information. The Contractor shall report the following information by the end of the month following the month of award of each first-tier subcontract award:

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's ultimate parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) The subcontract number assigned by the Prime Contractor.

(vii) Subcontractor's physical address.

(viii) Subcontractor's primary performance location.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) The applicable North American Industry Classification System code.

(3) Executive compensation of the first-tier subcontractor. The Contractor shall report by the end of the month following the month of award of a first-tier subcontract award and annually thereafter (calculated from the prime contract award date) the names and total compensation of each of the five most highly compensated executives for that subcontractor in the subcontractor's preceding completed fiscal year, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A)80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(B)$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (see).

(d) *Restriction*. The Contractor shall not split or break down subcontracts to a value below the threshold at the Federal Acquisition Regulation 4.208(e), on the date of subcontract award, to avoid the reporting requirements in paragraph (c) of this clause.

(e) *Duration*. Continued reporting on first-tier subcontracts is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after a first-tier subcontract expires.

(f) *Exceptions.*

(1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(g) *Prepopulated data*. The Subcontract Reports in SAM will prepopulate with some information from SAM and the Federal Procurement Data System (FPDS). If the FPDS information is incorrect, the Contractor should notify the Contracting Officer. If the SAM information is incorrect, the Contractor is responsible for correcting this information.

(End of clause)

52.204-13 System for Award Management—Maintenance DEVIATION (JAN 2026)

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

Commercial and Government Entity code means—

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

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

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

(b) *Active registration*.

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

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

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

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

(i) Change the legal business name in SAM;

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

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

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

(d) *Assignees*.

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

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

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

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

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

(End of clause)

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

(b) *Active registration*.

(1) If the Contractor was unable to register for Federal Government contracts in the System for Award Management (SAM) at before award, the Contractor shall register in SAM within 30 days after contract award or at least three days before submitting the first invoice, whichever occurs first.

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

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

[End of Clause]

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded DEVIATION (JAN 2026)

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

Commercially available off-the-shelf (COTS) item

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

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

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

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

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

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

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

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

(1) The name of the subcontractor.

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

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

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

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

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

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

(End of clause)

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

(End of clause)

I.13 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
(Reference 52.204-19)

52.215-8 Order of Precedence-uniform Contract Format DEVIATION (JAN 2026)

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

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

(a) The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 180 days from contract award.

If the Government fails to extend the term of the contract within the period identified and the Government has provided a written notice to the Contractor that the action is undergoing review in accordance with Department of Commerce procedures for implementing Executive Order 14222 the contractor shall stop all work and incur no costs to be charged to the Government. Once the Department of Commerce's review process has occurred, or no later than 30 days from the initial review notification, the Government will notify the contractor if the option may be exercised and, if so, adjust start and end dates of the period of performance accordingly. The Government will then extend the term of the contract with a bilateral modification.

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

Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

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

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

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

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

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

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

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

(c) *General*.

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

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

(End of clause)

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

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

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

52.219-8 Utilization of Small Business Concerns DEVIATION (JAN 2026)

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

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

Service-disabled veteran-owned small business (SDVOSB) concern means an SDVOSB concern that meets the requirements described in 13 CFR 128.300, is certified by SBA, and is designated by SBA as an SDVOSB concern in SBS and SAM.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation and qualified as a small business under the criteria and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contract or subcontract.

Small disadvantaged business (SDB) concern means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

Veteran-owned small business (VOSB) concern means a small business concern-

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business (WOSB) concern means a small business concern-

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women;

(2) Whose management and daily business operations are controlled by one or more women; and

(3) That is certified by SBA or an approved third- party certifier in accordance with 13 CFR 127.300 and is designated by SBA as a WOSB concern in SBS and SAM.

(b) It is the policy of the United States that small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns.

(c)

(1) A joint venture qualifies as a small business concern if—

(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program. (See 13 CFR 125.9(d).)

(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the Small Business Administration or the awarding agency of the as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e)

(1) Unless the Contractor has reason to question the representation, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) Unless the Contractor has reason to question the representation, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or SDB in the System for Award Management (SAM) if the subcontractor—

(i) Is registered in SAM; and

(ii) Represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require that the subcontractor register in SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern, VOSB, SDVOSB, or WOSB concern is certified by SBA by checking SAM or SBS at .

(End of clause)

52.222-4 Contract Work Hours and Safety Standards-Overtime Compensation DEVIATION (JAN 2026)

(a) *Overtime requirements*. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.301-1) must require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages*. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate specified at 29 CFR 5.5(b)(2) per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at). In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(c) *Withholding for unpaid wages and liquidated damages*. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors must maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and must make them available to the Government until 3 years after contract completion. The records must contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors must allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also must allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts*. The Contractor must insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of

laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor must be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

I.19 52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)
(Reference 52.222-6)

I.20 52.222-7 WITHHOLDING OF FUNDS (MAY 2014)
(Reference 52.222-7)

I.21 52.222-8 PAYROLLS AND BASIC RECORDS (JUL 2021)
(Reference 52.222-8)

I.22 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)
(Reference 52.222-9)

I.23 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
(Reference 52.222-10)

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

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

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

(2) Painting and decorating;

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

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

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

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

(1) Construction Wage Rate Requirements;

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

(3) Apprentices and Trainees;

(4) Payrolls and Basic Records;

(5) Compliance with Copeland Act Requirements;

(6) Withholding of Funds;

(7) Subcontracts (Labor Standards);

(8) Contract Termination-Debarment;

(9) Disputes Concerning Labor Standards;

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

(11) Certification of Eligibility.

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

(d)

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

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

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

(End of clause)

I.25 52.222-12 CONTRACT TERMINATION--DEBARMENT (MAY 2014)
(Reference 52.222-12)

I.26 52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)
(Reference 52.222-13)

I.27 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
(Reference 52.222-14)

I.28 52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2104)
(Reference 52.222-15)

I.29 52.222-30 CONSTRUCTION WAGE RATE REQUIREMENTS--PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (AUG 2018)
(Reference 52.222-30)

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

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity requirements. The Contractor must abide by the requirements of 38 U.S.C. 4212(a)(1) and (2). These requirements prohibit discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

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

(a) *Definitions.* As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor must report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor during the period covered by the report.

(c) The Contractor must report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at).

(d) The Contractor must file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause must reflect total new hires, and maximum and minimum number of employees, during the most recent 12–month period preceding the ending date selected for the report.

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under .

(g) The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(b) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

I.32 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
(Reference 52.222-40)

52.222-50 Combating Trafficking in Persons DEVIATION (JAN 2026)

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

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

Coercion means-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Advertising;

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

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

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

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

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

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

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

(xi) Transportation and subsistence costs-

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

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

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

(xiii) Equipment charges.

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

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

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

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

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

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

(E) Subsidiaries/affiliates of the employer;

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

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

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

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

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

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

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

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

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

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

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

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

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

(5)

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

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

(6) Charge employees or potential employees recruitment fees;

(7)

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

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

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

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

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

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

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

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

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

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

(1) Notify its employees and agents of-

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

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

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

(d) *Notification.*

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

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

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

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

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

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

(2) Requiring the Contractor to terminate a subcontract;

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

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

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

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

(7) Suspension or debarment.

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

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

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

(g) *Full cooperation*.

(1) The Contractor must, at a minimum—

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

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

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

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

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

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

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

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

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

(h) *Compliance plan*.

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

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

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

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

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

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

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

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

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

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

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

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

(4) *Posting*.

(i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in

the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.

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

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

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

(ii) After having conducted due diligence, either—

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

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

(i) *Subcontracts*.

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

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

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

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

(End of clause)

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

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

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

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

52.222-54 Employment Eligibility Verification DEVIATION (JAN 2026)

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

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

(1) Means any item of supply that is—

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

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

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in , such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1802-2. An employee is not considered to be directly performing work under a contract if the employee-

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

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

United States, as defined in , means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements*.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must-

(i) *Enroll*. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees*. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract*. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must use E-Verify to initiate verification of employment eligibility of-

(i) *All new employees*.

(A) *Enrolled 90 calendar days or more*. The Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days*. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor must initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor must follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees

assigned to the contract. The Contractor must initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of-

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor must comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspending and debarring official.

(ii) During the period between termination of the MOU and a decision by the suspending and debarring official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is not suspended, debarred, or subject to a voluntary exclusion, then the Contractor must reenroll in E-Verify.

(c) *Web site*. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: .

(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor must include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-

(1) Is for—

(i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

(End of clause)

I.35 52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026. (JAN 2022)
(Reference 52.222-55)

I.36 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)
(Reference 52.222-62)

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.223-2 Reporting of Biobased Products Under Service and Construction Contracts DEVIATION (JAN 2026)

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

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

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

(b) *Requirement*. The Contractor shall—

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

(2) Submit this report no later than—

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

(ii) At the end of contract performance.

(End of clause)

I.39 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)
(Reference 52.223-5)

I.40 52.223-23 SUSTAINABLE PRODUCTS AND SERVICES (MAY 2024)
(Reference 52.223-23)

52.225-9 Buy American-Construction Materials DEVIATION (JAN 2026)

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

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

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

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

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

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

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

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

Cost of components means—

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

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

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

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

Domestic construction material means—

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

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

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

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

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

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

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

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

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

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or

sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

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

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

(b) Domestic preference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

(End of clause)

I.42 52.226-7 DRUG-FREE WORKPLACE (MAY 2024)
(Reference 52.226-7)

I.43 52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
(Reference 52.226-8)

I.44 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)
(Reference 52.227-1)

I.45 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)
(Reference 52.227-2)

I.46 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (DEC 2007)
(Reference 52.227-4)

I.47 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
(Reference 52.228-2)

I.48 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
(Reference 52.228-5)

I.49 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (DEC 2022)
(Reference 52.228-12)

I.50 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUN 2020)
(Reference 52.228-15)

I.51 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
(Reference 52.229-3)

I.52 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
(Reference 52.232-5)

I.53 52.232-17 INTEREST (MAY 2014)
(Reference 52.232-17)

I.54 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
(Reference 52.232-23)

I.55 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
(Reference 52.232-27)

I.56 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
(Reference 52.232-39)

I.57 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
(Reference 52.232-40)

52.233-1 Disputes DEVIATION (JAN 2026)

(a) Definitions. As used in this clause-

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

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

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

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

(d)

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

(2)

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

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

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

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

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

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

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

(h)

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

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

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

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

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

(End of clause)

52.233-3 Protest after Award DEVIATION (JAN 2026)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

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

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

(End of clause)

I.60 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
(Reference 52.233-4)

52.236-2 Differing Site Conditions DEVIATION (JAN 2026)

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

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

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

(b)

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

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

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

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

(End of clause)

52.236-3 Site Investigation and Conditions Affecting the Work DEVIATION (JAN 2026)

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

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

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

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

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

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

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

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

(End of clause)

52.236-5 Material and Workmanship DEVIATION (JAN 2026)

(a)

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

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

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

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

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

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

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

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

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

(End of clause)

52.236-6 Superintendence by the Contractor DEVIATION (JAN 2026)

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

(End of clause)

52.236-7 Permits and Responsibilities DEVIATION (JAN 2026)

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

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

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

(End of clause)

52.236-8 Other Contracts DEVIATION (JAN 2026)

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

(1) Other contractors; and

(2) Government employees.

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

(End of clause)

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements DEVIATION (JAN 2026)

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

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

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

(End of clause)

52.236-10 Operations and Storage Areas DEVIATION (JAN 2026)

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

(b)

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

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

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

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

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

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

(End of clause)

52.236-11 Use and Possession Prior to Completion DEVIATION (JAN 2026)

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

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

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

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

(b)

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

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

(End of clause)

52.236-12 Cleaning Up DEVIATION (JAN 2026)

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

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

(End of clause)

52.236-13 Accident Prevention DEVIATION (JAN 2026)

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

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

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

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

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

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

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

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

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

(d)

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

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

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

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

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

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

(End of clause)

52.236-16 Quantity Surveys DEVIATION (JAN 2026)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(1) The Government will conduct the original and final surveys and make the computations based on them.

(2)

(i) The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys.

(ii) All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

(b) Upon completing a survey, the Contractor shall promptly provide the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, which may be used by the Contracting Officer to determine the amount of progress payments.

(c) The Contractor shall retain copies of all such material furnished to the Contracting Officer.

(End of clause)

52.236-17 Layout of Work DEVIATION (JAN 2026)

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

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

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

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

(e)

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

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

(End of clause)

52.236-21 Specifications and Drawings for Construction DEVIATION (JAN 2026)

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

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

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

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

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

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

(d)

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

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

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

(f) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(g)

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

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

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

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

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

(i)

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

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

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

(End of clause)

I.75 52.242-13 BANKRUPTCY (JUL 1995)
(Reference 52.242-13)

52.243-4 Changes DEVIATION (JUN 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)

I.77 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
(Reference 52.246-21)

I.78 52.248-3 VALUE ENGINEERING--CONSTRUCTION (OCT 2025)
(Reference 52.248-3)

I.79 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
(Reference 52.249-2)

I.80 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
(Reference 52.249-10)

I.81 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of Clause)

I.82 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of Clause)

I.83 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End Of Clause)

52.253-1 Computer Generated Forms DEVIATION (JAN 2026)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, *provided* there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

I.85 NIST LOCAL-33 U.S. DEPARTMENT OF LABOR WAGE DETERMINATION
In accordance with the provisions of FAR 52.222-41, Service Contract Act

of 1965, as amended, the U.S. Department of Labor Wage Determination listed

below is attached and will be applicable to performance under this

contract/order.

Wage Determination No.: (Solicitation) WD CO20260017 Mod 01 Building Boulder, CO

Date: (Solicitation) dated May 18, 2026

(END OF CLAUSE)

I.86 NIST LOCAL-53 CONTRACT PERFORMANCE DURING CHANGES IN NIST OPERATING STATUS
All contractors performing work on active contracts at the U.S. Department of Commerce(DOC), National Institute of Standards and Technology (NIST) campuses and/or working in NIST workspaces should go to the www.nist.gov website and under the "About NIST" tab click on "Visit". This site includes information about campus access and security information; identification requirements; parking information and more.

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

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

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

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

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

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

Contractors with active supply or service contracts that are fully funded at the time of contract award and do not require access to Government facilities, resources, or active administration by

Government personnel in a manner that would not cause the Government to incur additional obligations during the lapse in appropriation may continue performance.

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

I.87 NIST LOCAL-54 ELECTRONIC BILLING INSTRUCTIONS

NIST requires that Invoice/Voucher submissions are sent electronically via email to INVOICE@NIST.GOV. Each Invoice or Voucher submitted shall include the following:

(1) Contract number;
(2) Contractor name and address;
(3) Unique entity identifier (see www.sam.gov for the designated entity for establishing unique entity identifiers);
(4) Date of invoice;
(5) Invoice number;
(6) Amount of invoice and cumulative amount invoiced to-date;
(7) Contract Line Item Number (CLIN);
(8) Description, quantity, unit of measure, unit price, and extended price of supplies/services delivered;
(9) Prompt payment discount terms, if offered; and
(10) Any other information or documentation required by the contract.

I.88 NIST LOCAL-56 INVOICING PROCESSING PLATFORM-ALTERNATE I (DEC 2022)

Upon written notice from the contracting officer the following supersedes all other instructions for the submission of payment requests. Accordingly, following written notice payment requests must be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP).

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

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

The Contractor must use the IPP website to register, access, and use IPP for submitting payment requests. If not already enrolled, the Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email within three to five business days of the addition of the contract award to IPP. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email: IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting payment requests, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation. Contact the contracting officer for more information on submitting a waiver request.

General Instructions for Conducting Work at the NIST Boulder Campus

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Part 1: GENERAL

1.1 INTRODUCTION:

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

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

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

1.2 BACKGROUND

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

1.3 HOURS OF OPERATION

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

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

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

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

2. Contractor coordinates procedures with COR.

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

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

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

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

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

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

1.4 UNFORESEEN FACILITY CLOSURES

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

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

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

1.5 SANITARY FACILITIES

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

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

1.6 EQUIPMENT AND MATERIAL STORAGE

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

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

1.7 ELECTRICITY AND WATER

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

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

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

1.8 TELEPHONE

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

1.9 ROADS

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

1.10 PARKING

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

1.11 CONTRACTOR'S USE OF PREMISES

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

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

PART 2: SAFETY

2.1 OCCUPATIONAL HEALTH AND SAFETY

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

CITATIONS AND NOTICE OF PENALTY FOR NONCOMPLIANCE WITH OSHA STANDARDS

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

2.2 CODES, ORDINANCES, REGULATIONS

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

1. Code of Federal Regulations (CFR):
    a. OSHA General Industry Safety and Health Standards (29 CFR 1910);
    b. OSHA Construction Industry Standards (29 CFR 1926);
    c. National Emission Standards for Hazardous Air Pollutants (40 CFR 61);
    d. Resource Conservation and Recovery Act standards for hazardous waste disposal (40 CFR 260-281); and
    e. Toxic Substance Control Act rules related to asbestos and PCB's (40 CFR Part 761).
2. National Fire Protection Association (NFPA):
    a. NFPA 30 – Flammable and Combustible Liquids Code;
    b. NFPA 101 – Life Safety Code;
    c. NFPA 45 – Fire Protection for Laboratories using Chemicals;
    d. NFPA 54 – National Fuel Gas Code; and
    e. NFPA 70 – National Electrical Code.
3. Life Accessibility Standards (USFAS).
4. American National Standards Institute (ANSI) A117.1 – American National Standard Specifications for Making Buildings and Facilities Accessible and useable by the physically handicapped, latest edition.
5. Colorado Department of Public Health and Environment Regulations, Chapter 8.
6. State of Colorado Hazardous Waste Regulations 6 CCR 1007-3
7. Industrial Discharge Permit (2010-1)
8. Municipal Separate Storm Sewer System (MS4) Permit COR042002
9. Construction Permit (Air Pollutant Emissions) 09BO0159
10. Air Quality Control Commission regulation; Number 3, 5 CCR 1001-5
11. NIST ESO Site Security Specifications
12. International Building Code – IBC 2018

13. International Energy Conservation Code – IECC 2018
14. International Fuel Gas Code – IFGC 2018
15. International Mechanical Code – IMC 2018
16. International Fire Code – IFC 2018
17. International Plumbing Code – IPC 2018
18. International Electric Code Administrative Provisions – IEC 2018
19. US Department of Energy Regulations – 10 CFR 435
20. US Environmental Protection Agency Regulations – 40 CFR
21. State of Colorado Department of Public Health & Environment Regulations for Air Quality Control of Stationary Sources
22. State of Colorado Department of Labor and Employment Division of Oil & Public Safety – C.R.S. § 9-4-101
23. U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 (applies to fall protection only)

2.3 RESPONSIBILITY AND LIABILITY

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

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

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

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

2.4 PRE-CONSTRUCTION/SAFETY MEETING

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

2.5 SAFETY INSPECTIONS

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

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

2.6 INCIDENTS ON THE JOB

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

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

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

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

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

2.8 PROPER WASTE DISPOSAL

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

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

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

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

2.9 STORM WATER PROTECTION/COMPLIANCE

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

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

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

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

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

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

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

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

2.10 FIRE PREVENTION/PROTECTION

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

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

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

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

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

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

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

PART 3: PERSONAL/PHYSICAL SECURITY & PROPRIETARY INFORMATION

3.1 GENERAL

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

3.2 CONTRACTOR'S SECURITY POINT OF INTEREST

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

3.3 PERSONAL SECURITY & EMPLOYEE IDENTIFICATION

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

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

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

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

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

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

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

PART 4: PROJECT PROCEDURES

4.1 GENERAL DESCRIPTION

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

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

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

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

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

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

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

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

4.2 PROJECT DOCUMENTATION PROCEDURES

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

4.3 PERMIT REQUIRED OPERATIONS DURING CONSTRUCTION OR MAINTENANCE ACTIVITIES

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

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

The activities requiring permits are:

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

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

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

4.4 MAINTENANCE OF WORK SITE

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

4.5 WORK REQUIRING ADVANCE NOTICE AND COORDINATION

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

Appendix

Roof Access Permit

Penetration Permit

Hot Work Permit

Fire Protection System Impairment

Excavation Permit

Roof Access Permit

Roof Access Permit

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

NIST

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

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

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Roof Access Permit - Project Specific Work and Fall Protection Plan

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

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

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

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Penetration Permit

NIST-898
(8-2016)
NIST S 7101.04

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

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

WORK DESCRIPTION

Scope of Work

Workers	Date	Building Manager / Facilitator or Supervisor

PROJECT EVALUATION

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

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

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

PROJECT CONTROLS AND INSTRUCTIONS

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

X STOP WORK immediately if:

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

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

Surface Penetration Permit Approved by:

Printed Name / Title:	Signature Date:

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Hot Work Permit

NISTSafety

Permit No. XXXX

NIST

OFPM

Hot Work Permit

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

SECTION I. Preparation.

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

Description of work to be performed:_____

_____

_____

Hot Work performed on: _____

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

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

☐ gas welding ☐ soldering ☐ open flame heating ☐ grinding

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

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

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

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

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

Print Name_____ _____

Telephone Number:_____ _____

Person Performing Hot Work:_____ Fire Watch:_____

Print Name _____ _____

Telephone Number:_____ _____

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

Emergencies Call 911 and 303-497-7423

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Fire Protection System Impairment

NIST BOULDER FIRE PROTECTION IMPAIRMENT PERMIT

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

PART I. Initial Request Information (Originator).

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

Description of work: _____

Work Activities Include (Check all that apply):

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

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

Designated Construction Zone: ☐ /Duration _____

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

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

PART II. Impairment Requirements (Impairment Coordinator).

Requirements (impairment options): _____

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

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

Impairment Coordinator returns this FIRE PROTECTION IMPAIRMENT PERMIT to Originator

PART III. Impairment Verifications.

A. Impairment Verification by Originator:

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

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

B. System Restored by Originator:

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

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

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Appendix D – Excavation Permit

Excavation Permit Form

Date /Time of Excavation: _____

Supervisor or COTR over seeing Excavation: _____

Contact Information: _____

Contractor/ Gov. Person performing Excavation: _____

Contact Information:_____

Project Description/ Work Order #/ Reason for Excavation:

_____

_____

_____

_____

_____

Site leader for the excavation Single POC is:_____

Cell Phone #_____

Locates have been performed and inspected by Excavation leader and all safety issues such as shoring, hand digging requirements and tamping are in place. The site leader named above is responsible for all aspects of this excavation and has reviewed with all individuals the safety requirements and the scope of work required.

YES [ ] NO [ ] Date/Initial; _____

I have reviewed this permit request with the COTR/Supervisor and appointed Site Competent Person and approve this excavation:

EMSS Operations Manager/designee: _____date_____

2 Copies of Permit are required, 1 - onsite at Excavation 2- on file at EMSS Safety Group.

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Appendix A

TO BE COMPLETED BY COR

NIST SAFETY PLAN REQUIREMENTS CHECKLIST

CONTRACT NAME	**Solar Lighting Upper Site Replacement**
CONTRACT NUMBER	
COR	**Ruben Rodriguez**
DATE	**2/12/2026**
NIST CHECKLIST PREPARER	Ruben Rodriguez

All checked items must be included in a written safety plan and be accepted by the government prior to any work starting. All requested documentation must be submitted. Job Hazard Analysis (JHA) for jobs with few task are expected to accompany the safety plan, jobs with multi-task can be submitted sequentially as the job progresses. **RETURN CHECKLIST COPY WITH REQUIRED INFORMATION LOCATION IDENTIFIED IN THE RIGHT MARGIN BELOW**

Written Description Required

YES	NO	N/A	WRITTEN REQUIREMENTS	*Identify location of in submitted Safety Plan.
X			Contractor shall comply with the OSHA General Duty Clause 5(a)1 and 29 CFR 1926 & 29 CFR 1910 as applicable. Additionally the contractor is obligated to comply with USEPA, CDPH&E, NIST Boulder Laboratories Security Office, Office of Safety, Health, & Environment, and Division of Engineering, Maintenance, & Support Services.	
			The following are the minimal requirements that must be covered within the written safety plan:	
X			Company's Health, Safety, & Environmental Policy.	
X			Subcontractor Safety Management	
X			Emergency Response Plan	
X			Hazard Communications Policy	
	X		Accident Investigation Policy to include Root Cause Analysis	
			The following must be addressed if it is within the scope of work of the project, this will include the providing of special licenses/training certificates that employees have completed to be designated as a competent person for the project. **Job Hazard Analysis (JHA) must be submitted prior to any work beginning or a permit is issued.**	
X			**PPE & Life Safety (29 CFR 1926 Subpart E)** site minimum PPE consist of ANSI	

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				Approved safety glasses, hardhats, work boots, high vis shirts/vest. Then as required hearing protection, gloves, fall protection gear, and emergency eyewash for corrosive chemicals and concrete work.									
X				**Fire Protection (29 CFR 1926 Subpart F)** to include use/storage of flammable and combustible materials, use of LP Gas, use of temporary heating devices.									
X				**Material Handling (29 CFR 1926 Subpart H)** Site plan for material storage. Copies of training certificates for all operators of material hoist, personnel hoist, aerial lifts. Cranes and derricks require a site and lift plan prior to lift.									
X				**Tools-Power & Hand(29 CFR 1926 Subpart I):** Contractor shall provide information concerning Assured Grounding Policy. Due to the site's purpose the contractor will ensure that all electrical power tools are properly connected to GFCI's.									
X				**Welding/Cutting/Hot Work (29 CFR 1926 Subpart J):** Contractor shall ensure that all welding/cutting/hot work is done in accordance with applicable equipment safety measures. This will include use of screens and/or blanks. Contractor will coordinate to ensure COR has submitted appropriate Impairment permits and request Hot Work Permit from Safety Group. All hot work must have Hot Work Permit posted in area.									
X				**Scaffolding & Ladders (29 CFR 1926 Subpart L):** Contractor shall ensure that the proper ladder is being used correctly. Scaffolding other than rolling type, will be erected by a Competent Person, with scaffold grade planking, guardrails, and contractor will address fall protection measures to be used. Contractor will maintain copies of all daily scaffold inspections									
X				**Fall Protection (29 CFR 1926 Subpart M):** Contractor shall provide a fall protection plan and a fall rescue plan. All floor and wall openings will be guarded with approved guardrails/barricades. All employee's effected by the fall protection plan must have attended training IAW 1926.503(b) and provide copies of training certificates. Contractor must ensure that a licensed PE has designed all fall protection systems. For roof work, contractor must obtain a Roof Permit from EMSS Safety Office.									

Appendix A

X				**Excavation & Trenching (29 CFR 1926 Subpart P):** Contractor must perform Utility Locates prior to beginning. Contractor will provide site drawing of proposed excavation/trench. Excavation/trench greater than 4ft deep must be protected from cave-in, contractor to provide method of protection. If greater than 20ft in depth protection system/method must be designed by a licensed PE. Contractor must perform daily inspection of excavation/trench, to included hazardous atmosphere if they exist. Contractor must provide certificate of training for Competent Person and also a rescue plan in the event of a cave-in. Contractor will work with COR to secure an excavation permit from EMSS Safety Group. All excavation/trench's must be protected by fencing or barricades.									
X				**Electrical (29 CFR 1910 Subpart S, 29 CFR 1926 Subpart K, NFPA 70E)** Contractor shall provide training documentation in accordance with the standards outlined in NFPA 70E, Article 110.6E. Contractor shall ensure workers have appropriate PPE to perform assigned work.									
X				**Toxic & Hazardous Substances (29 CFR 1926 Subpart Z) (29 CFR 1910 Subpart Z)** Contractor shall comply with standards set forth in all sections of 1910.1001, 1926.1101, all applicable Appendix's and CDPH&E Reg 8 .									
	X			**Permit Required Confined Space (29 CFR 1910.146):** Contractor will provide training certificates for all entrants, attendants, rescue personnel. Contractor will provide permit entry system/methods, rescue plan, ventilation methods, additional PPE to be used, LOTO methods used, & air monitoring methods used. Contractor will provide completed copy of permit after work is completed. A copy of the permit must be posted at entrance will work is ongoing.									
X				**Control of Hazardous Energy (Lockout/Tagout)(29 CFR 1910.147 & 1926.417):**Contractor must adhere to NIST supplemental EMSS LOTO Procedures for existing equipment. COR & Contractor will acquire procedures from EMSS Safety Group prior to work beginning. Contractor will provide training certificates for all personnel performing LOTO work. If new equipment is being installed, contractor will utilize their own LOTO procedure until equipment is tied into NIST services.									

Appendix A

				General Safety Measures:									
X				**Environmental Protection:** If required Contractor will obtain Storm water Permit and submit a SWPP for acceptance. All waste generated will be disposed of properly. Contractor is responsible for all waste, general & hazardous. Contractor will perform general housekeeping IAW 29 CFR 1910 & 1926.									
				Contractor shall take all necessary precautions to prevent injury to the public, building occupants, and property. This will include the use of hazard signage, fences, barricades, and any other approved methods. Contractor shall not create any obstructions when storing materials or performing assigned work. Access & egress must be maintained at all times for occupants and employees. Contractor shall provide a site drawing for locations used to store materials & equipment. This will include the use of secondary containment for hazardous materials. MSDS's must be present and all containers in use must be properly labeled with associated hazards. **When requested the contractor shall provide copies of air and noise monitoring and specialty toxic material usage (Stainless steel welding, etc)**									
X				NIST utilizes a **3-Stikes & Out** Policy in regards to safety violations. If safety violation is observed EMSS Safety office and Contractor Safety manager will correct (**Strike 1**). If same employee has another safety violation EMSS Safety office & Safety Manager will again correct (**Strike 2**). If that employee has another safety violation (**Strike 3**) the EMSS Safety office will have the employee removed from site and have employees badge privileges will be revoked by DOC Police.									
				Site Specific Permits Needed									
X					Impairment Permit								
X					Hot Work Permit								
	X				Roof Permit								
X					Excavation Permit								
X					Penetration Permit								
	X				Storm water Protection Permit								
X					Energized Electric Work Permit								
			Periodic updates to the submitted safety plan or JHA's may be required if scope or techniques differ from original submission										
			CONTRACTOR SAFETY REPRESENTATIVE NAME & PHONE NUMBER										

Appendix A

APPENDIX 12.10.E: Exchange of Lockout/Tagout Program

The lockout/tagout standard requires that NIST exchange energy control procedures with outside employers who service and/or maintain NIST equipment/machines that require lockout/tagout. This form is used to notify both parties that they must comply with the restrictions and prohibitions of those procedures. This form shall be completed by the Contracting Officer's Representative in conjunction with the outside employer's representative. The exchange of information must occur before service/maintenance activities begin. If NIST workers will also be working on this equipment or in surrounding areas, this document must be attached to the Energy Control Procedures.

I. Identification of Outside Employer:

Name: _____ Phone: _____

Address: _____

Project Name/Equipment: _____

II. □ Check here to indicate that energy control procedures for the equipment/machine have been exchanged.

Comments: _____

_____

III. After comparing the two Lockout/Tagout programs, note any additional restrictions/prohibitions below:

_____

_____

IV. Affected Personnel (listed below) shall understand and comply with these differences (use additional paper as needed and attach).

(Printed Name) (Signature)

_____ _____

_____ _____

_____ _____

_____ _____

V. Acknowledged acceptance of the provisions of this form:

Outside Employer Representative: _____ _____

(Signature) (Date)

NIST Contact: _____ _____

(Signature) (Date)

"General Decision Number: CO20260017 05/18/2026

State: Colorado

Construction Types: Building

Counties: Colorado Counties of
Boulder

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ASBE0028-002 07/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (DUCT, PIPE & MECHANICAL SYSTEM INSULATION)	$ 36.98	16.82

CARP1607-001 06/01/2025

	Rates	Fringes
MILLWRIGHT	$ 42.10	19.02

ELEC0068-018 06/01/2025

	Rates	Fringes
ELECTRICIAN	$ 46.80	19.53

ELEV0025-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC FOOTNOTE: A.VACATION: 6%/UNDER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. 8%/OVER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. B. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERANS' DAY; THANKSGIVING DAY; THE FRIDAY AFTER THANKSGIVING DAY; AND CHRISTMAS DAY	$ 56.57	38.44

ENGI0009-017 05/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: CRANE (91 TO 140 TONS)	$ 37.34	15.20
POWER EQUIPMENT OPERATOR: CRANE (51 TO 90 TONS)	$ 36.09	15.20
POWER EQUIPMENT OPERATOR: CRANE (50 TONS AND UNDER)	$ 35.78	15.20
POWER EQUIPMENT OPERATOR: CRANE (141 TONS AND OVER)	$ 39.80	15.20

IRON0024-009 11/01/2024

	Rates	Fringes
IRONWORKER: ORNAMENTAL	$ 39.21	12.50

IRON0024-010 11/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 39.21	12.50

PAIN0079-006 08/01/2024

	Rates	Fringes
PAINTER: BRUSH, ROLLER AND SPRAY (EXCLUDES DRYWALL FINISHING/TAPING)	$ 27.41	11.56

PAIN0419-001 06/01/2022

	Rates	Fringes
SOFT FLOOR LAYER (VINYL AND CARPET)	$ 18.25	14.33

PLUM0003-009 06/01/2025

	Rates	Fringes
PLUMBER (EXCLUDES HVAC DUCT, PIPE AND UNIT INSTALLATION)	$ 47.23	21.68

PLUM0208-010 09/01/2025

	Rates	Fringes
PIPEFITTER (INCLUDES HVAC PIPE INSTALLATION; EXCLUDES HVAC DUCT AND UNIT INSTALLATION)	$ 45.55	22.11

SFCO0669-002 04/01/2025

	Rates	Fringes
SPRINKLER FITTER (FIRE SPRINKLERS)	$ 48.60	27.57

SHEE0009-004 07/01/2025

	Rates	Fringes
SHEET METAL WORKER (INCLUDES HVAC DUCT INSTALLATION; EXCLUDES HVAC PIPE AND UNIT INSTALLATION)	$ 43.05	22.65

SUCO2013-003 07/31/2015

	Rates	Fringes
TRUCK DRIVER: DUMP TRUCK	$ 17.34	0.00
ROOFER	$ 17.14	0.00
OPERATOR: GRADER/BLADE	$ 21.50	0.00
OPERATOR: BOBCAT/SKID STEER/SKID LOADER	$ 18.58	2.42
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	$ 20.78	5.78
LABORER: PIPELAYER	$ 16.96	3.68
LABORER: MASON TENDER - CEMENT/CONCRETE	$ 16.00	0.00
LABORER: MASON TENDER - BRICK	$ 15.99	0.00
LABORER: COMMON OR GENERAL	$ 11.76	0.00
HVAC MECHANIC: HVAC UNIT INSTALLATION, EXCLUDES PIPE AND DUCT INSTALLATION	$ 25.23	9.36
DRYWALL HANGER	$ 19.24	6.30
DRYWALL FINISHER/TAPER	$ 20.82	6.37
CEMENT MASON/CONCRETE FINISHER	$ 20.31	6.76
CARPENTER, EXCLUDES DRYWALL HANGING	$ 22.66	6.79
BRICKLAYER	$ 21.96	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ⿰SU⿰, ⿰UAVG⿰, ⿰SA⿰, or ⿰SC⿰ denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ⿰SU⿰ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

⿰SU⿰ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ⿰SA⿰ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ⿰SA⿰ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch

of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

"

ATTACHMENT PPQ

NIST AMD TEAM-E/BOULDER PAST PERFORMANCE QUESTIONNAIRE (Form PPQ)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name: CAGE Code:
Address: DUNS Code:
Phone Number: EUI Number:
Email Address:
Point of Contact: Contact Phone Number:

2. Work Performed as: ☐ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)
Percent of project work performed:
If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number:
Delivery/Task Order Number (if applicable):
Contract Type: ☐ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):
Contract Title:
Contract Location:

Award Date (mm/dd/yy):
Contract Completion Date (mm/dd/yy):
Actual Completion Date (mm/dd/yy):
Explain Differences:

Original Contract Price (Award Amount):
Final Contract Price (*to include all modifications, if applicable*):
Explain Differences:

4. Project Description:

Complexity of Work ☐ High ☐ Med ☐ Routine
How is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.*)

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name:
Title:
Phone Number:
Email Address:

6. Describe the client's role in the project:

7. Date Questionnaire was completed (mm/dd/yy)**:**

8. Client's Signature:

NOTE: THE CONTRACTING OFFICER REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO THE CONTRACTING OFFICER WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NIST AMD TEAM-E/BOULDER SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO THE NIST AMD TEAM-

ATTACHMENT PPQ

E/BOULDER CONTRACTING OFFICER. PLEASE CONTACT THE OFFEROR FOR CONTRACTING OFFICER POINT OF CONTACT INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RATING	DEFINITION	NOTE
(E) Excellent	Performance meets contractual requirements and **exceeds many** to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and **exceeds some** to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance **meets minimum** contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOC policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
(M) Marginal	Performance **does not meet some** contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance **does not meet most** contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

ATTACHMENT PPQ

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.						
1. QUALITY:						
a) Quality of technical data/report preparation efforts.	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance.	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance).	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract.	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication).	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction.	E	VG	S	M	U	N
4. MANAGEMENT/ PERSONNEL/LABOR:						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort.	E	VG	S	M	U	N
c) Government Property Control.	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel.	E	VG	S	M	U	N
e) Utilization of Small Business concerns (Not applicable to contracts performed in Japan).	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines.	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes.	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program).	E	VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT:

a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*		Yes			No	
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*		Yes			No	
f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.*		Yes			No	

6. SAFETY/SECURITY:

a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N

7. GENERAL:

a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions *(explain if specific issues).*	E	VG	S	M	U	N
c) Would you hire or work with this firm again? *(If no, please explain below)*		Yes			No	
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk *(please attach additional pages if necessary)***:**

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2024)

(Reference 52.203-11)

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation DEVIATION (JAN 2026)

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) *Representation*. The Offeror represents that-

(1) It □ is, □ is not an inverted domestic corporation; and

(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-5 Certification Regarding Responsibility Matters DEVIATION (JAN 2026)

(a)

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

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

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

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

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

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

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

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

(ii) The Offeror has □ has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

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

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law DEVIATION (JAN 2026)

(a) The Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.209-13 Violation of Arms Control Treaties or Agreements-Certification DEVIATION (JAN 2026)

(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 ; 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 ; 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 non-adherence 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 . 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 (d) or (e); or

(ii) Determined under (g)(2) that the entity has ceased all activities for which measures were imposed under (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)

52.219-1 Small Business Program Representations DEVIATION (JAN 2026)

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

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

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

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

Small business concern—

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

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

Small disadvantaged business concern means a small business concern that-

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

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51

percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

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

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

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

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

(c) *Representations.*

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

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

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

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

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

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with

the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(5) *SDVOSB joint venture eligible under the SDVOSB Program*. [*Complete only if the offeror is certified as a SDVOSB concern*]. The offeror represents as part of its offer that it □ is, □ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:*__.]

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

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

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

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

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

(End of provision)

Alternate I [Reserved]

Alternate II (Mar 2023). As prescribed in 19.101(a)(2)(ii)(B), substitute the following paragraphs (b) and (c)(1) for paragraphs (b) and (c)(1) of the basic provision:

(b)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

[Contracting Officer to insert NAICS codes and size standards].

(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150

employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

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

(c) *Representations.* (1) The Offeror shall represent its small business size status for each one of the NAICS codes assigned to this acquisition under which it is submitting an offer.

238220 Plumbing, Heating, and Air Conditioning Contractors; Small Business Size Standard $19.0 Million

52.223-1 Biobased Product Certification DEVIATION (JAN 2026)

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

(End of provision)

L.1 52.204-7 System for Award Management Registration

52.204-7 System for Award Management—Registration DEVIATION (JAN 2026)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to . Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

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

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.

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

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

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

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

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

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management—Maintenance, of this solicitation.

(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:

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

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to for instructions on obtaining a UEI.

(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) *Taxpayer identification number (TIN)*.

(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and

(3) *Commercial and Government Entity (CAGE) code*.

(i) The Offeror shall provide a CAGE code and legal business name (Do not use a “doing business as” name) for—

(A) Itself;

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

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

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

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to .

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

(c) *Representations and certifications*.

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) *Other information*. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

52.216-1 Type of Contract DEVIATION (JAN 2026)

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

(End of provision)

L.3 52.222-5 Construction Wage Rate Requirements Secondary Site of the Work (May 2014)

(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)

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

(a) Definitions. Commercially available off-the-shelf (COTS) item, 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 (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations 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 the clause at FAR 52.225-9 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 material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(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 not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic 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 the clause at FAR 52.225-9 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 the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic 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)

52.233-2 Service of Protest DEVIATION (JAN 2026)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

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

(End of provision)

L.6 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

(End of Provision)

L.7 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

(End of Provision)

L.8 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End Of Clause)

Instructions, Conditions, Notices to Offerors

1. **Proposal Submission Requirements:**

Evaluation Factors are as follows:
Factor 1: Technical Approach and Compliance
Factor 2: Preliminary Schedule
Factor 3: Past Performance
Factor 4: Price

a. **Factor 1 - Technical Approach and Compliance:**
The offeror shall submit a Plan of Approach with compliance plans (use diagrams, tables, etc., when appropriate) describing the Offeror's approach to accomplishing the requirements of the solicitation. The technical and compliance approach shall include a clear approach to completing technical and compliance aspects of work, means and methods of accomplishing tasks to be performed, material data/information specific to replacement item(s), details specific to support the offeror's proposed schedules, quality control and safety process(es), Communications diagram, and a complete listing of anticipated subcontractors by discipline.

The Plan of Approach shall not exceed 20 single-sided pages (8.5" x 11") in length using no smaller than 11-point font; this font size limit is applicable throughout the document to include tables, diagrams, and charts. *Please note, material data / information cut sheets do not count toward the 20-page limit.

Quality Control and Safety methods should be addressed and included.

b. **Factor 2: Preliminary Schedule:** Provide a preliminary construction schedule in the form of a Gantt chart with the minimum milestones:
**** MAKE USE OF AN ESTIMATED NOTICE TO PROCEEED DATE OF <u>OCTOBER 1, 2026</u> ****

c. **Factor 3: Past Performance**
   i. The past performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by the Offeror's record of past performance. In this context, "offeror" refers to the prime contractor. Present and past performance shall be evaluated as a measure of the Government's confidence in the Offeror's ability to successfully perform based on previous and current contract efforts.
   ii. The Offeror shall submit a completed Past Performance Questionnaire (PPQ) for a <u>minimum of one (1) and up to three (3) relevant projects.</u>

d. **Factor 4: Price:** Price proposals shall include the information identified below:
   i. Offer shall complete and submit Pages 1 through 4 of the Solicitation, Standard Form (SF) 1442. Complete Blocks 14, 15, 17, 18, 19, and 20A through 20C of the SF 1442. An official having the authority to contractually bind the Offeror's company must sign the SF 1442 in accordance with the procedures prescribed in FAR 4.102.
   ii. Return a completed Section K, Representations and Certifications included in the solicitation.
   iii. Complete and submit Price Proposal identifying lump sum price provided on Page 4 of the Solicitation. Additionally, supply price breakouts included labor hours with rates per disciplines; materials with description, quantities, and prices; all overheads with description and rates; and profits that fully explain the proposed price.

2. The Offeror agrees to hold the offered prices in its offer firm for 90 calendar days from the date specified from quote/proposal due date.

3. The Government reserves the right to eliminate from consideration for award, any or all offers at any time prior to award of the contract.

4. The Government shall not be liable for any costs incurred by the offeror attending the site visit or submitting a proposal in response to this Solicitation.

5. System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Examples include 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers shall not consider or use these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

6. In the event there are any inconsistencies between the base contract requirements and the contract SOW(s), the contractor shall bring these to the attention of the contracting officer **not later than the site visit**

7. A list of individuals attending the site visit is due to the POC listed in Block 9 of the SF 1442 no later than **5:00 PM (MT) on July 17, 2026**. **The list must include each attendee's full legal name (first, middle, and last). If an individual does not have a middle name or is not a US citizen, that must be explicitly stated.**

   The site visit is scheduled to occur on **July 21, 2026, at 1:00 PM (MT).** Everyone should meet at Building 25.

8. Any questions/requests for information (RFI)s/requests related to this solicitation must be received by the POC listed in Block 9 of the SF 1442 via email on or before **July 30, 2026, no later than 5:00 PM (MT).**

M.1 52.217-4 Evaluation of Options Exercised at Time o

52.217-4 Evaluation of Options Exercised at Time of Contract Award DEVIATION (JAN 2026)

Except when it is determined in accordance with FAR 17.202(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

(End of provision)

M.2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)
(Reference 52.217-5)

EVALUATION FACTORS FOR AWARD

1. **BASIS FOR AWARD:**
   a. The Contracting Officer intends to award a Firm Fixed-Price (FFP) contract to the responsible Offeror whose proposal the Contracting Officer determines represents the best value, price and other factors considered.

2. **EVALUATION**
   a. **Relative Importance of Evaluation Factors:**
      i. The evaluation factors include: Factor 1 – Technical Approach and Compliance, Factor 2 – Preliminary Schedule, Factor 3 – Past Performance, and Factor 4 - Price. The non-price factors are Factors 1, 2, and 3. Factors 1 and 2 are relatively equal, and when combined more important than Factor 3. **All non-price factors (1 – 3) when combined are more importance than Factor 4 (price factor).**

      ii. The Contracting Officer intends to award a contract to the Offeror whose proposal they determine represents a technically acceptable and fair and reasonable price to the government. The Contracting Officer reserves the right to make no award.

   b. **Factor 1 – Technical Approach and Compliance**
   Evaluation of this factor is a subjective evaluation of the Offeror's understanding of the solicitation requirements (clauses, provisions, and the SOWs) and demonstrates ability to meet contract requirements and SOWs based on the offeror's proposed technical approach. A technical proposal that demonstrates a thorough understanding of all solicitation and project requirements will be rated higher than a proposal that does not clearly detail an approach, does not adequately address all aspects of the solicitation and project, and/or does not demonstrate the offeror's technical capability to perform the work. Offerors must demonstrate the ability to mobilize and commence work within 10 calendar days of notice to proceed. This may include evidence of current operations, personnel availability, or other resources sufficient to perform the work in the project location. Additionally, if the Contracting Officer determines a technical proposal is primarily a copy and paste version of a SOW and solicitation requirements it may be removed from any further consideration for award.

   c. **Factor 2 – Preliminary Schedule**
   Evaluation of this factor is a subjective evaluation of the Offeror's understanding of the work. A schedule offering a shorter period of performance while demonstrating understanding of the requirements of the statement of work may receive a higher rating. The schedule will be evaluated in terms of completeness, timeliness of completion, and to ensure it presents a thorough understanding of the work required.

   d. **Factor 3 – Past Performance**
   Evaluation of this factor is a subjective evaluation and will assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation requirements as indicated by the Offeror's record of past performance. In the absence of past performance the Offeror shall be rated as neutral in rating.

   e. **Factor 4 – Price**
   Price will be evaluated based on the total price. The Government has requested, and shall evaluate, each Offeror's detailed cost breakdown to determine the reasonableness and completeness of the price proposals. The Government will not conduct price realism as a part of price evaluation. One or more of the following techniques will be used to ensure a fair and reasonable price:
      i. Comparison of proposed prices/costs received in response to the solicitation.
      ii. Comparison of proposed prices/costs with the Independent Government Estimate.
      iii. Comparison of proposed prices/costs with available historical information.
   f. **Adjectival Ratings**
   The following adjectival ratings will be used to evaluate timely received Offeror's submissions in response to this solicitation:

Adjectival Rating	Description
Excellent (E)	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements.
Good (G)	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. The quote includes strengths that will benefit the Government. And identified weakness has little potential to cause disruption of schedule or degradation of performance. Risk of unsuccessful performance is low.
Satisfactory (S)	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. The proposal has no deficiencies but may include some weaknesses that can potentially cause disruption of schedules or degradation of performance. Risk of unsuccessful performance is no worse than moderate.
Marginal (M)	Proposal has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. The proposal has some weakness the will likely cause disruption of schedules or degradation of performance. Risk of unsuccessful performance is high.
Unacceptable (U)	Proposal does not meet requirements. Weaknesses may outweigh strengths or quote contains one or more deficiencies. The proposal presents an unacceptable risk and cannot meet the requirements without revisions. Proposal is unawardable.