REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE

PAGE 1 OF PAGES 39

1. REQUEST NUMBER	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NUMBER	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
140G0226Q0114	08/03/2026	0044050253		

5a. ISSUED BY
USGS OAG DENVER ACQUISITION BRANCH
PO BOX 25046
204 DENVER FEDERAL CENTER
DENVER CO 80225-0046

6. DELIVER BY *(Date)*
12/14/2026

7. DELIVERY
[X] FOB DESTINATION [ ] OTHER *(See Schedule)*

5b. FOR INFORMATION CALL *(NO COLLECT CALLS)*

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
Philip Robinson	000	000-0000

9. DESTINATION
a. NAME OF CONSIGNEE
USGS Geologic Hazards Team

8. TO:

a. NAME

b. COMPANY

c. STREET ADDRESS

b. STREET ADDRESS
MS 966
Box 25046 Denver Federal Center

c. CITY
Denver

d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
			CO	80225

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*
09/01/2026 1200 MD

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NUMBER (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	a) This acquisition is being conducted as a Total Small Business Set Aside. The North American Industrial Classifications System (NAICS) Code 238220 - HVAC Contractors. The associated small business size standard is $19 million. b) Refer to the solicitation "Site Visit (Construction)" for information regarding a proposed site visit for contractors. c) Information, requirements and attachments apply to this solicitation and subsequent contract. d) Offerors shall submit quotes and questions and acknowledge solicitation Continued...				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	d. CALENDAR DAYS PERCENTAGE

NOTE: Additional provisions and representations [ ] are [ ] are not attached.

13. NAME AND ADDRESS OF QUOTER	14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER		
b. STREET ADDRESS	16. SIGNER	
	a. NAME *(Type or print)*	b. TELEPHONE AREA CODE
c. COUNTY		
d. CITY / e. STATE / f. ZIP CODE	c. TITLE *(Type or print)*	NUMBER

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STANDARD FORM 18 (REV. 6/1995)
Prescribed by GSA-FAR (48 CFR) 53.215-1(a)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	amendments as stated in "Quotation Submission" of the solicitation. e) All offers must be valid for 60 days. Period of Performance: 09/15/2026 to 12/14/2026				
00010	HVAC System Replacement Services, non-personal to provide all plant, equipment, labor, materials, and supervision (unless otherwise provided herein) necessary for the installation of new solar and backup power system installation at the USGS Boulder Magnetic Observatory, Boulder CO in accordance with the attached specifications, drawings, and terms included within this solicitation. Product/Service Code: J045 Product/Service Description: MAINT/REPAIR/REBUILD OF EQUIPMENT- PLUMBING, HEATING, AND WASTE DISPOSAL EQUIPMENT Delivery: 12/14/2026 AWARD TYPE: FIRM FIXED PRICE TECHNICAL POC: JAMES A. BROWN, Email: jabrown@usgs.gov ADMIN POC: CRYSTAL HARMON, Email: charmon@usgs.gov CONTRACT SPECIALIST: PHILIP ROBINSON, Email: philip_robinson@ios.doi.gov				

Contents

REQUEST FOR QUOTATION 4

SPECIAL CONTRACT REQUIREMENTS 4

CONTRACT CLAUSES SECTION: 10

52.252-2 Clauses Incorporated by Reference (FEB 1998) 10

CLAUSES INCORPORATED IN FULL TEXT 11

52.213-4 Terms and Conditions - Simplified Acquisition (Other Than Commercial Products and Commercial Services) (FEB 2024) (DEVIATION FEB 2025) 11

52.219-6 Notice of Total Small Business Set-Aside (NOV 2020) 15

52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026) (DEVIATION APR 2026) 15

52.225-9 Buy American Act - Construction Material (OCT 2022) 16

52.240-91 Security Prohibitions and Exclusions - (Deviation Date) 20

52.242-14 Suspension of Work (Apr 1984) 26

52.242-15 Stop-Work Order (Aug 1989) 27

52.246-12 Inspection of Construction (AUG 1996) 28

52.252-6 Authorized Deviations in Clause (NOV 2020) 29

DIAR 1452.201-70 Authorities and Delegations (SEP 2011) 29

DIAR 1452.203-70 Restrictions on Endorsements (JUL 1996) 30

DIAR 1452.204-70 Release of Claims - Department of Interior (JUL 1996) 30

DIAR 1452.228-70 Liability Insurance - Department of the Interior (JUL 1996) 30

GS1311 – Unilateral Deobligation of Expended Funds (MAY 2013) 31

DOI Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (FEB 2021) 31

PROVISIONS 32

PROVISIONS INCORPORATED IN FULL TEXT 32

52.222-5 Construction Wage Rate Requirements - Secondary Site of Work (May 2017) 32

52.225-10 Notice of Buy American Requirement-Construction Material (MAY 2014) 32

52.240.90 Security Prohibitions and Exclusions Representations and Certifications (RFO DEVIATION MAR 2026). 33

QUOTATION SUBMISSION 38

LIST OF ATTACHMENTS 39

REQUEST FOR QUOTATION

This is a request for quotations for construction prepared in accordance with the format in the Federal Acquisition Regulations (FAR) Part 12 and Part 36, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation issued as Request for Quotation (RFQ) **140G0226Q0114. FAR clauses and provisions enclosed within this RFQ are those in effect through Federal Acquisition Circular (FAC) 2024-02 and are available in full text through Internet access at http://www.acquisition.gov/far/.**

Type of Contract: Construction, Firm Fixed Priced (FFP), Single Award Contract

City/State/Country: Boulder, CO – U.S.

Type of Construction: HVAC System Replacement for USGS Boulder Magnetic Observatory

NAICS: 238220 – HVAC Contractors - CONSTRUCTION

SIZE STD: $19,000,000.00

SET-ASIDE: Total Small Business

Contract Specialist: Philip Robinson philip_robinson@ios.doi.gov

SPECIAL CONTRACT REQUIREMENTS

GS1348 Accident Reporting (APR 2003)

If an accident occurs on Government-controlled facilities, a report must be provided to the Contracting Officer's Representative and the Contracting Officer within 48 hours. An accident is defined as an event which causes injury, illness, or loss or damage to Government-owned or private property. The contractor will cooperate with any ensuing Government accident investigation.

GS1354 List of Subcontractors (Construction) (JUL 2001)

For purposes of monitoring compliance with the insurance and payroll reporting requirements of this contract, the contractor shall furnish a listing of all subcontractors to the Contracting Officer within 10 calendars days after contract award.

Security Requirements: Facility Access and Information Technology (Aug 2016)

(a) All Contractor employees must have an "Enter on Duty" (EOD) approval issued by the Bureau Personnel Security Office (PSO) before they begin performing work on any Bureau contract. The Contractor must ensure that all employees requesting an EOD are citizens of the United States of America, or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Immigration and Naturalization Service documentation and the

employee must have resided in the United States for a minimum of 3 years. The EOD may be issued in advance of a completed Background Investigation and may be rescinded by the PSO at any time. However, all contractors who require network access are required to complete the identity proofing process and must be able to obtain a successfully adjudicated National Criminal History Check (NCHC) and National Agency Check with Inquiries (NACI) or higher to stay on the contract.

(b) Starting Work - Contractor employees with an approved EOD may begin performing unsupervised work on Bureau contracts. To remain on the contract, the Contractor employees will need a completed favorable Background Investigation.

(c) Rescission of EOD - The PSO may rescind the EOD at any time. This may occur as the result of additional information obtained or the final results of the background investigation.

(d) Background Investigation - Contractor employees who will have unsupervised access to Bureau facilities, access to the Department of the Interior (DOI) information technology (IT) systems or DOI data, or will develop custom applications, must have a favorably adjudicated background investigation from the Office of Personnel Management (OPM). Existing clearances at the same or higher level are acceptable upon the PSO's review and approval. If the employee does not already have a complete investigation, they must apply for one. The employee may begin work with an EOD but must receive a favorable background investigation to continue working on the contract. The background investigation includes obtaining fingerprints through a USAccess Credentialing Center for an FBI criminal history and a credit report. Once the investigation has been scheduled by OPM, the Bureau will receive advance reports. If those reports are favorable, the Bureau PSO will issue the EOD. The type of background investigation required is based on the risk/sensitivity level designation. Citizenship requirements and guidance for determining the appropriate type of background investigation required for the designated risk/sensitivity level are contained in DOI Departmental Manual (DM) Part 441. The DM is available on the Internet at http://elips.doi.gov/app_home/index.cfm?fuseaction=home.

(e) Electronic Questionnaire for Investigations Processing (e-QIP) – The Bureau uses the e-QIP for all background investigations or reinvestigations. To initiate an investigation, the Contractor, in collaboration with the COR, will complete an e-QIP Request Form. This request form is available through the COR. The COR will submit the completed request form to the Bureau PSO. The PSO will enter the information into e-QIP to either establish a new applicant profile or determine if an existing investigation that meets Bureau requirements is on file. The PSO will then contact the applicant to provide additional information and instructions.
Generally, the Contractor is required to complete the following forms:

e-QIP application (online)

Fair Credit Release
OF-306
Fingerprints via USAccess Credentialing Centers

The Contractor shall complete the required background investigation forms and submit them to the PSO. The PSO shall determine if individuals meet the required background investigation standards and citizenship requirements and then make a suitability determination. Minimum standards used in suitability determinations are contained in the DOI Departmental Manual Part 441. The Government will pay for any background investigations required for contractor employees. If the Contractor employee's background investigation is returned as unfavorable, the Government reserves the right to request reimbursement of the actual costs for the investigation from the Contractor.

(f) Reinvestigation - Contractor employees occupying high risk public trust positions must be reinvestigated every 5 years. A reinvestigation may be initiated prior to the normal periodic reinvestigation schedule when an individual's continued ability to meet the minimum background investigation standards is in question. The electronic fingerprints on file in the USAccess system will be electronically submitted to OPM for the reinvestigation. The PSO shall review the records and documentation and make the suitability determination.

(g) Disputes - In the event of a disagreement between the Contractor and the Government concerning the suitability of a particular employee to perform work under this contract, the Government has the right of final determination. Determinations under this requirement are subject to the Disputes Clause, FAR 52.233-1. Failure of the Contractor to comply with the requirements of this clause could constitute grounds for termination for default.

(h) Physical Security Requirements - DOI Access Cards.

(1) Contractor employees must have a DOI Access Card before being given unsupervised access to a Government facility.

(2) To gain unsupervised access to Government facilities, Contractor employees must present their DOI Access Card for examination by the security guard or electronically authenticate their DOI Access Card, as required. Contractor employees must keep their DOI Access Card in a shielded card holder, and visually display the card at all times while in the facility. Refusal or repeated neglect to display the DOI Access Card may result in limiting Contractor employee's access to Government facilities or revoking of authorized access.

(3) When a Contractor employee is no longer working under this award, the Contractor is responsible for returning all DOI Access Cards, keys, and other Government property issued to that employee. The Contactor shall coordinate all returns with the COR. The COR is responsible for ensuring the Contractor complies with these requirements. However, failure by the Contractor to comply with these requirements may result in the Contractor's liability for all costs associated with correcting any resultant breech in building security.

(i) Issuance & Maintenance - DOI Access Cards

(1) Process: To obtain a DOI Access Card the COR will use the online DOIAccess System to initiate the access request. Contractor employees will receive email notifications to enroll at a USAccess Credentialing Center with two forms of identification, and after adjudication, a second email notification to pick up and activate their DOI Access Card. The Contractor employee shall schedule an enrollment appointment at a USAccess center at least two weeks prior to the targeted EOD.

(2) Contractor Responsibilities: Contractor employees must complete actions in a timely manner to prepare for on-boarding and access to DOI network resources. The Contractor shall allow their personnel sufficient time to schedule and attend an enrollment appointment at the USAccess center prior to the contract start date. If the Contractor employee's DOI Access Card becomes lost or stolen, the contractor employee shall notify the COR immediately to request a new DOI Access Card.

(3) COR Responsibilities: The COR (or designated individual) and Contractor shall maintain a listing of all Contractor employees who received a DOI Access Card, the date the card was issued, the date the electronic certificates expire (3 years from issue date), and the date the DOI Access Card expires (5 years from issue date). If the Contractor employee's DOI Access Card or certificates will expire before the contract is completed, the COR (or designated individual) and Contractor is responsible for ensuring that the Contractor employee visits a USAccess center to update

certificates on the existing card or obtain
a new DOI Access Card. No later than one week prior to the DOI Access Card's certificate or card expiration, the COR (or designated individual) shall notify the Contractor that DOI Access Card actions are required. The COR (or designated individual) and the Contractor shall update their listing to reflect the new issue date, certificate expiration date and card expiration date.

(j) Information Technology Security Requirements.

(1) Training – If contractor employees require access to any DOI/IT systems, the Contractor shall ensure its employees complete all Bureau/DOI required IT security training. The Contractor's employees shall complete this training before being granted access to Bureau/DOI data or being issued network access. The current training requirements are: (i) annual end-user IT Security Awareness, (ii) annual IT Resources Rules of Behavior, and (iii) annual Role-Based Security training for IT professionals. The Contractor shall comply with all Bureau/DOI IT security training requirements in effect during contract performance. The COR will notify the Contractor of all Bureau mandatory IT training. The Contractor shall submit training completion certificates to the COR for all required training. Failure to meet this training requirement may result in removal of the contractor employee from the contract. The Bureau will determine if the contractor can later return to the contract.

(2) Access to Contractor's Facilities for IT audit purposes - The Contractor shall afford Bureau and the Department of the Interior Office of Inspector General access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit that will safeguard against threats and hazards to the integrity, availability, and confidentiality of Government data or to the function of computer systems operated on behalf of the Government and to preserve evidence of computer crime. If the Contractor questions the Government employee's right to access its facilities, it should contact the CO for resolution.

(3) Contractor Location - Custom software development and outsourced operations shall be located in the United States to the maximum extent practical. If such services are proposed to be performed abroad, the Contractor shall provide an acceptable security plan that addresses the mitigation of problems related to communication, control, and protecting the confidentiality, integrity, and availability of IT systems and information.

(4) Applicable Standards - The Contractor shall follow all applicable Federal, DOI, and Bureau Bulletins, Directives, Guidelines, Manuals, Processing Standards, Memoranda, Policies and Standards; applicable OMB Memoranda; and all current National Institute of Standards & Technology (NIST) Special Publications. To comply with Federal Acquisition Regulation Subpart 39.101(d), contractors shall use the common security configurations available from the NIST website at http://checklists.nist.gov. NIST documents are available on the internet at http://csrc.nist.gov/publications/PubsSPs.html. OMB memoranda are available on the internet at http://www.whitehouse.gov/omb/memoranda/. The Contractor shall request copies of DOI and Bureau documents by contacting the COR.

(5) Incident Reporting - The Contractor shall immediately report computer security incidents affecting Bureau/DOI data and systems in accordance with the Bureau Computer Incident Response policy. The Contractor shall request copies of the Bureau Computer Incident Response policy by contacting the COR.

(6) Assessment and Authorization (A&A) and Continuous Monitoring – The Contractor shall comply with Bureau policy when developing, upgrading, modifying or supporting applications and/or
systems that require A&A and Continuous Monitoring. The Contractor shall request copies of Bureau A&A policy by contacting the COR. The A&A requirement does not apply when the Contractor's employees merely access data or have "read only" access.

(k) Documentation - The Contractor shall document all work performed and ensure that the appropriate Assessment and Authorization (A&A) documents are updated to reflect the work performed and the current state of Bureau systems and networks. The Documentation requirement does not apply when the Contractor's employees merely access data or have "read only" access.

(l) Personnel Changes, Contractor Request - The Contractor shall immediately notify the COR and PSO when an employee is reassigned or leaves the Contractor's employment and prior to any termination. The Contractor must adhere to the Bureau or Office's mandatory exit clearance procedure. Once the COR has been notified that a Contractor employee is leaving the contract, the COR will initiate the exit clearance process in the DOIAccess System and forward to the Contractor the necessary instructions and form required to be completed prior to the contractor's employee's departure. This form must be completed by the Contractor's employee and signed by both the Contractor's employee and the COR and then forwarded to the bureau/office specific program responsible for employee, volunteer, and contractor departures.

(m) Personnel Removal, Government Request - The Government retains the right to direct the Contractor to remove any prime or subcontractor personnel, regardless of prior clearance or background investigation adjudication status, whose actions, while assigned to this contract, clearly conflict with the security interests of the Government. The justification for the Government's direction to remove Contractor personnel will be documented and provided to the Contractor by the CO.

(n) Subcontract Inclusion - The requirements of this clause must be incorporated into any subcontract if the subcontractor's employee must have access to Bureau facilities.

(End of clause)

WORK HOURS

The performance period established for this contract is based upon all work being conducted during regular working hours between 7:00am and 4:00pm, Monday through Friday, excluding government holidays. If the Contractor desires to carry on work outside regular hours, including Saturdays, Sundays, and government holidays, a request must be submitted to the Contracting Officer in sufficient time to allow satisfactory arrangements to be made by the Government for access to the work site and inspection.

The following Federal Legal Holidays are observed:

New Year's Day	**January 01**
Martin Luther King's Birthday	**3rd Monday In January**
President's Day	**3rd Monday in February**
Memorial Day	**Last Monday in May**
Juneteenth National Independence Day	**June 19**
Independence Day	**July 04**
Labor Day	**1st Monday in September**
Columbus Day	**2nd Monday in October**
Veterans Day	**November 11**
Thanksgiving Day	**4th Thursday in November**
Christmas Day	**December 25**

PERIOD OF PERFORMANCE (Reference 52.211-10)
Notice to Proceed will only be issued upon receipt of acceptable bonding and insurance. All onsite work is estimated to be performed: **September 15 – December 14, 2026.**

Deliverables

Deliverable	Reference	Due	Deliver To
All supervision, labor, materials and equipment necessary to construct all items described in contract documents.	Contract Documents	NTP	USGS
Payment Bonds	Section I: 52.228-13	Within 10 days after contract award	CO
Performance Bonds	Section I: 52.228-15	Within 10 days after contract award	CO
Proof of Liability Insurance	Section I: 1452.228-70	Within 10 days after contract award	CO
List of Subcontractors	Section H: GS1354	Within 10 days after contract award	CO and COR
SF-1413 Statement and Acknowledgment (including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of FAR 52.222-11 have been included in the subcontract)	Section I: 52.222-11 The contractor is required to submit statement and acknowledgement to the Contracting Officer on the Standard Form (SF) 1413 (Attachment 5) also available at http://www.gsa.gov/portal/forms/download/115794	Within 10 days after award of this contract and within 10 days after the award of each subcontract thereafter.	CO and COR
Construction Progress Schedule	Section G Clause GS1126	With each invoice for progress payment	CO and COR
Weekly Payrolls for contractor and each subcontractor	Section I: 52.222-8 The contractor is required to submit copies of all payrolls. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. This information may be submitted in any form. The optional form WH- 347 (Attachment 4) or available from Department of Labor: http://www.dol.gov/whd/forms/wh347.pdf	Within 10 days after regular payment date of the payroll week covered	CO and COR Ref: FAR 22.406-6(c) for examination of payrolls and statements. Further compliance checking may be done IAW FAR 22.406-7.
Invoices	Section G: DOI Electronic Invoicing Section G: GS1126	No more often than monthly	IPP Web Page and copy to COR

Certification of Progress Payment (if requesting progress payment)	Section I: 52.232-5	As work proceeds – no more often than monthly	COR
DI-137 Release of Claims	Section I: 1452.204-70	Prior to submitting final invoice	CO

CONTRACT CLAUSES SECTION:

52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)
52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
52.219-28 Post-Award Small Business Program Representation (FEB 2024)
52.222-6 Construction Wage Requirements (AUG 2018)
52.222-7 Withholding of Funds (MAY 2014)
52.222-8 Payrolls and Basic Records (JUL 2021)
52.222-9 Apprentices and Trainees (JUL 2005)
52.222-10 Compliance with Copeland Act Requirements (FEB 1988)
52.222-11 Subcontracts (Labor Standards) (MAY 2014)
52.222-12 Contract Termination-Debarment (MAY 2014)
52.222-13 Compliance with Construction Wage Rate Requirements and Related Act Regulations (MAY 2014)
52.222-14 Disputes Concerning Labor Standards (FEB 1988)
52.222-15 Certification of Eligibility (MAY 2014)
52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024) (DEVIATION FEB 2025)

52.223-3 Hazardous Material Identification and Material Safety Data (FEB 2021)
52.227-4 Patent Indemnity - Construction Contracts (DEC 2007)
52.228-13 Alternative Payment Protection (JUL 2000)
52.232-5 Payments under Fixed-Price Construction Contracts (MAY 2014)
52.232-23 Assignment of Claims (MAY 2014)
52.232-27 Prompt Payment for Construction Contracts (JAN 2017)
52.236-2 Differing Site Conditions (APR 1984)
52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5 Material and Workmanship (APR 1984)
52.236-6 Superintendence by the Contractor (APR 1984)
52.236-7 Permits and Responsibilities (NOV 1991)
52.236-8 Other Contracts (APR 1984)
52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10 Operations and Storage Areas (APR 1984)
52.236-11 Use and Possession Prior to Completion (APR 1984)
52.236-12 Cleaning Up (APR 1984)
52.236-13 Accident Prevention (NOV 1991)
52.236-14 Availability and Use of Utility Services (APR 1984)
52.236-17 Layout of Work (APR 1984)

52.236-21 Specifications and Drawings for Construction (FEB 1997)
152.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

CLAUSES INCORPORATED IN FULL TEXT

52.213-4 Terms and Conditions - Simplified Acquisition (Other Than Commercial Products and Commercial Services) (FEB 2024) (DEVIATION FEB 2025)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

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

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

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

(iv) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception - see paragraph (b) of 52.204-27.

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

(vi) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(viii) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).

(ix) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

{xii) 52.233-4,Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77 and 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984). See 52.232-5.

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(ii) 52.232-11, Extras (Apr 1984).

(iii) 52.232-25, Prompt Payment (Jan 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.233-1, Disputes (May2014).

(vii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (FEB 2024).

(viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

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

(ii) 52.204-10,Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)(Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

(iii) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2024) (E.O.13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in 2.101 on the date of award of this contract).

(iv) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000 (Jun 2020) (41 U.S.C.chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(v) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(vi) 52.222-36, Equal Employment for Workers with Disabilities (Jun 2020) (29 U.S.C.793) (Applies to contracts over the threshold specified in FAR 22.l 408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212) (Applies to contracts valued at or above the threshold specified in FAR 22. l 303(a) on the date of award of this contract).

(viii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C.chapter 67) (Applies to service contracts over $2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana

Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).
(ix) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021)(22 U.S.C. chapter 78 and E.O 13627) (Applies to all solicitations and contracts).
(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).
(x) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.))).
(xi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))
(xii) 52.223-5, Pollution Prevention and Right-to-Know Information (Ma y2011) (E.O. 13423)
(xiii) (Applies to services performed on Federal facilities).
(xiv) 52.223-11, Ozone-Depleting Substances and High Global Wanning Potential Hydrofluorocarbons (Jun 2016) (E.O. l 3693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).
(xv) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).
(xvi)52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP)) will be-
(A) Delivered;
(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
(C) Furnished by the Contractor for use by the Government; or
(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).
(xvii)52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global wanning potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xviii)52.223-21, Foams (Jun 2016) (E.O. l 3693)(Applies to contracts for products that may contain high global wanning potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities. (xviii)(A) 52.225-1, Buy American-Supplies (OCT 2022)(41 U.S.C.chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in 2.101 on the date of award of this contract, and the acquisition-
(1) Is set aside for small business concerns; or (2) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $50,000).
(B) *Alternate I* (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (l)(ii)(A) of the definition of *domestic end product* in paragraph (a) of 52.225-1:
(A) The cost of its components mined, produced, or manufactured in the United States exceeds_

percent of the cost of all its components.
(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).
(xx) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 20 l 3)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).
(xxi) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).
(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).
(2) Listed below are additional clauses that may apply:
(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.
(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).
(iii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).
(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).
(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).
(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
https://www.acquisition.gov/browse/index/far

Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights-
(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
(d) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusual Uy severe weather, and delays of common
carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, sha II remedy such occurrence with a II reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(e) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination,

the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be pa id a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(f) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. Ifit is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
(g) Warranty. The Contractor warrants and implies that the items delivered here under are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

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

(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 totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405- 5 and **I** 6.505(b)(2)(i)(F).

(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.

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

(End of clause)

52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026) (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.

52.225-9 Buy American Act - Construction Material (OCT 2022)

(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 section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"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.l 05.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply cha in 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 materia1 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 materia1 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 I cost of a11 its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.
Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas. (b) *Domestic preference.*

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic
construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material I 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. (See FAR l 2.505(a)(2)). 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 orto the construction materials or components listed by the Government as follows: **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 ma teria1exceeds the cost of foreign ma teria I 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 materia1 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)(*I*) 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 I 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 Act 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 Act.*

(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 sha11 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 Act 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 Act applies, use of foreign construction material is noncom pliant with the Buy American Act.

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	**Unit of Measure**	**Quantity**	**Price (dollars)***
Item 1			
Foreign construction material			
Domestic construction material			

Item 2			
Foreign construction material			
Domestic construction material			

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].
[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.]

52.240-91 Security Prohibitions and Exclusions - (Deviation Date)

(a) *Definitions.* As used in this clause—
American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.
Covered article, as defined in 41 U.S.C. 4713(k), means:
(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.
Covered foreign country means The People's Republic of China.
Covered telecommunications equipment or services means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
Critical technology means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of

Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal
Regulations, and controlled—
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.
FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):
(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to
as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.
Information technology, as defined in 40 U.S.C. 11101(6)—
(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
(i) Of that equipment; or
(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.
Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;

(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—
(1) Is developed or provided by a Kaspersky Lab-covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—
(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.
Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.
Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.
Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).
Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).
(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

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

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

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

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.*

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

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any

equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

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

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

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

(2) *Office of Foreign Assets Control Restrictions*.

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

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

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

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

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

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

(4) *Iran prohibitions*.

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

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

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

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

(e) *Governmentwide exclusion and removal orders*.

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

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

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.
(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.
(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.
(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).
(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.
(h) *General report*.
(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:
(i) Contract number and order number, if applicable;
(ii) The specific prohibition the product or service is not complying with;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
(vii) Whether alternative products or services are available that would comply with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions implemented or recommended.
(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.
(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.
(i) *New FASCSA orders report*.
(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.
(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:
(i) Contract number and order number, if applicable;
(ii) Name of the covered article or source subject to a FASCSA order;
(iii) The specific FASCSA order the product or service does not comply with;
(iv) The elements of (h)(1)(iii) through (ix) of this clause.
(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

52.242-14 Suspension of Work (Apr 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or
(2) by the Contracting Officer's failure to act within the time specified in this contract (or within a

reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or

condition of this contract.

(c) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a

(2) claim resulting from a suspension order); and

(3) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.242-15 Stop-Work Order (Aug 1989)

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

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order 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 or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

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

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

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

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

stop-work order.

(End of clause)

52.246-12 Inspection of Construction (AUG 1996)

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

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

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

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

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

(3) Constitute or imply acceptance; or

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

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

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

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

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

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

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

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

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

(End of clause)

52.252-6 Authorized Deviations in Clause (NOV 2020)

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

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

(End of Clause)

DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

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

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

(1) The COR is not authorized to perform, formally or informally, any of the following actions: Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

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

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

(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.

(c) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority.

(d) The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, Liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

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

(f) The Contractor sha11 provide copies of a11 correspondence to the Contracting Officer and the COR.

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

(End of Clause)

DIAR 1452.203-70 Restrictions on Endorsements (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

DIAR 1452.204-70 Release of Claims - Department of Interior (JUL 1996)

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

DIAR 1452.228-70 Liability Insurance - Department of the Interior (JUL 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof Liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

$250,000.00 each person*
$500,000.00 each occurrence*
$250,000.00 property damage*

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

GS1311 – Unilateral Deobligation of Expended Funds (MAY 2013)
The contractor shall submit all invoices under the award no later than 90 calendar days after the period of performance has expired, unless a request for extension has been submitted to the Contracting Officer. After 120 days has passed since the expiration of the performance period, the government reserves the right to issue a unilateral modification deobligating any unexpended funds, and to initiate closeout procedures.

DOI Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (FEB 2021)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).
"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Tenns and
Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:
1) Company's hard copy of invoice for prior approval by the COR.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date.
Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131. If the Contractor is unable to comply with the requirement to use **IPP** for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

PROVISIONS

52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov.

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)
52.204-7 System for Award Management (NOV 2024)
52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (Deviation Date)
52.219-1 Small Business Program Representations (Deviation Date)
52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
52.225-2 Buy American Certificate (Oct 2022)

PROVISIONS INCORPORATED IN FULL TEXT

52.222-5 Construction Wage Rate Requirements - Secondary Site of Work (May 2017)
(a)
(1) The offeror sha II notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(l)(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)
(l) 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.
(3) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

52.225-10 Notice of Buy American Requirement-Construction Material (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.

(d) 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.

(e) Alternate offers.

(l) 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 sha11 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)

52.240.90 Security Prohibitions and Exclusions Representations and Certifications (RFO DEVIATION MAR 2026).

(a) Definitions. As used in this provision-

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
Marginalized populations of Sudan means—

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) Procedures.

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

(2) FASCSA Orders.

(i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

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

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

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

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

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) FASCSA Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) Sudan certification. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) Iran Representation and Certifications.

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

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

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172,
50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

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

center/sanctions/SDN-List/Pages/default.aspx)
(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

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

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

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

(g) Disclosure.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

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

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

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

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

Site Visit (Construction)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

Although site visits are not mandatory, the government strongly encourages contractors to participate.

A site visit date for this project has been scheduled for **August 19, 2026 at 11:00 PM (MDT)**

Site visits may be arranged during normal duty hours by contacting the Technical POC:

Name: **James A. Brown** Email: **jabrown@usgs.gov**

Basis of Award – Lowest Price Technically Acceptable (LPTA) (Construction)

Award will be made to the responsible offeror whose proposal is technically acceptable and offers the lowest evaluated price. Technical acceptability for this construction requirement will be assessed on a pass/fail basis in accordance with the specifications, drawings, applicable construction standards, and all evaluation factors identified in this solicitation.

To be considered **technically acceptable**, an offeror must:

1) Demonstrate the ability to meet all mandatory technical requirements, including:

- *Demonstrated professional qualifications relevant to HVAC system installation, maintenance, and mechanical building services.*

- *Documented specialized experience in HVAC systems, including heating, ventilation, air-distribution, and related mechanical infrastructure.*

- *Evidence of technical competence, including engineering capabilities, experience with energy-efficiency and environmental considerations, and familiarity with modern HVAC technologies and industry standards.*

- *Possession of all required state and local HVAC licenses, certifications, or mechanical contractor credentials.*

- *Relevant past performance in government or private HVAC or mechanical service contracts demonstrating quality of work, cost control, and schedule compliance.*

2) Provide acceptable construction schedule and phasing, showing the ability to complete the project within the specified period of performance.

3) Meet all safety requirements, including submission of a compliant Safety Plan (e.g., Site-Specific Safety and Health Plan).

4) Meet any additional construction-specific factors listed in the solicitation.

Only proposals rated Acceptable in all required non-price factors will be evaluated for price. Among technically acceptable proposals, award will be made to the offeror submitting the lowest evaluated price. No tradeoffs between price and non-price factors are permitted under this LPTA process.

QUOTATION SUBMISSION

Please submit the following documents:

- **SF 18**

- **Technical Performance/Key Qualifications** - Sellers must be established in the required construction discipline business. Offerors must provide a narrative, not to exceed two pages, clearly describing their capabilities and experience to perform the work described in the project Work Statement. No assumptions can be made during the evaluation process, so clarity is paramount.

- **Past Performance -** Sellers shall submit not less than two references and no more than ten for services performed during the past three years. Each reference shall include: the company or agency name, address, contract or order number, point(s) of contract phone number and email address(es). References provided may be contacted by the Government. Their statements will be used in the evaluation of the offeror's quotation and experience. In addition, any information obtained by the Government from references outside of the offeror's quotation may also be used, in a similar manner, in the technical evaluation of the offeror's quotation to the extent appropriate. Past performance information provided by references, from Government records, or from other than the sources identified by the offeror may be used in the evaluation under any or all applicable evaluation factors.

- **Price Proposal**: break down the total bid into the following breakdown on a separate sheet:

a) Project category
b) Labor costs
c) Material costs
d) Equipment/Rental costs

e) Overhead and profit

Questions about this solicitation shall be emailed to **Philip Robinson** at **philip_robinson@ios.doi.gov** NLT **12:00PM MDT on 25 August 2026** to allow time for government response before solicitation closing. Questions after this deadline may not be answered.

Quotes are required to be received in the contracting office no later than **12:00PM MDT on 1 September 2026**. Quotes should be emailed to Philip Robinson at philip_robinson@ios.doi.gov. Do not mail your quote; only electronic quotes will be accepted. Please include the solicitation number and project name in your response. The Government reserves the right to cancel this solicitation at any time if necessary.

LIST OF ATTACHMENTS

ITEM	No. of Pages
1. Statement of Work (SOW) HVAC System Replacement for USGS Boulder Magnetic Observatory	**12**
2. Wage Determination CO20260017 – 05182026	**7**