SOLICITATION, OFFER, AND AWARD

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

RATING

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2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	AOCSSB26R0062	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	07/21/2026	

7. ISSUED BY
Architect of the Capitol
Design and Construction Acquisition Division
Ford House Building Room H2-263
2nd and D Streets SW
Washington, DC 20515

CODE 9901

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

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until *13:00 ET* (Hour) local time *07/29/2026* (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
	Timothy Nyberg	AREA CODE	NUMBER	EXTENSION	tim.nyberg@aoc.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
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	G	CONTRACT ADMINISTRATION DATA			L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

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

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

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

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

15A. NAME AND ADDRESS OF OFFEROR

CODE _____ FACILITY _____

UEI: C1FSLMRQ2C14

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

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

AWARD (To be completed by Government)

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

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: ☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM

24. ADMINISTERED BY *(if other than Item 7)* CODE _____	25. PAYMENT WILL BE MADE BY CODE _____

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
Timothy Nyberg	*(Signature of Contracting Officer)*	

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

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Section B - Supplies or Services and Prices/Costs

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	On-Site Service Visits Includes Preventive Maintenance, Repairs, Parts, and Emergency Services Firm Fixed Price PSC:	1.000000	SERVICE		
	Period of Performance: 09/20/2026 - 09/19/2027				
	Description: On-Site Service Visits Includes Preventive Maintenance, Repairs, Parts, and Emergency Services				
	Reference Line: IM250106 - 0001				
	Pricing Options: Indicator: Base				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1001	On-Site Service Visits Includes Preventive Maintenance, Repairs, Parts, and Emergency Services Firm Fixed Price PSC:	1.000000	YR		
	Period of Performance: 09/20/2027 - 09/19/2028				
	Description: On-Site Service Visits Includes Preventive Maintenance, Repairs, Parts, and Emergency Services				
	Pricing Options: Option Period: 1				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2001	On-Site Service Visits Includes Preventive Maintenance, Repairs, Parts, and Emergency Services Firm Fixed Price	1.000000	YR		

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	PSC:				
	Period of Performance: 09/20/2028 - 09/19/2029				
	Description: On-Site Service Visits Includes Preventive Maintenance, Repairs, Parts, and Emergency Services				
	Reference Line: IM250106 - 0003				
	Pricing Options: Option Period: 2				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3001	On-Site Service Visits Includes Preventive Maintenance, Repairs, Parts, and Emergency Services Firm Fixed Price PSC:	1.000000	YR		
	Period of Performance: 09/20/2029 - 09/19/2030				
	Description: On-Site Service Visits Includes Preventive Maintenance, Repairs, Parts, and Emergency Services				
	Reference Line: IM250106 - 0004				
	Pricing Options: Option Period: 3				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4001	On-Site Service Visits Includes Preventive Maintenance, Repairs, Parts, and Emergency Services Firm Fixed Price PSC:	0.000000	SERVICE		
	Period of Performance: 09/20/2030 - 09/19/2031				
	Description: On-Site Service Visits Includes Preventive Maintenance, Repairs, Parts, and Emergency Services				
	Pricing Options: Option Period: 4				

Section E - Inspection and Acceptance

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

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

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

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

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

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

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

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

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

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

(2) Terminate the contract for default.

(End of clause)

Section G - Contract Administration Data

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

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.
(End of clause)

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

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

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

Capitol Complex operations are, at irregular and unanticipated times, interrupted due to events that can occur on the Capitol Complex, e.g., funerals that utilize the Rotunda, closure of Congressional buildings due to unusual activities, etc. These events can impact AOC contractor operations. Any AOC contractor that becomes aware of an event that may affect its operations on the Capitol Complex

may go to www.aoc.gov/business/contractors to receive current information of the operational status of the Capitol Complex. Before ceasing or limiting its operations, the Contractor must obtain written approval from the Contracting Officer.
(End of clause)

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

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

(1) The Capitol Building/CVC loading dock (New Jersey Ave. & C Street, NW)
(2) The Senate Office Buildings loading dock at the Hart Tunnel (100 block of D Street, NE)
(3) The Ford House Office Building loading dock (200 block of Virginia Avenue, SW)
(4) The access point for the Rayburn, Longworth, Cannon House Office Buildings (Delaware Ave. & Washington Avenue, SW)
(5) The loading dock for the Library of Congress (Delaware Ave. & Washington Avenue, SW)
(6) The loading dock for the Capitol Power Plant (25 E Street, SE)
(7) For the U.S. Supreme Court and the Thurgood Marshall Federal Judiciary Building, contractor, subcontractor and supplier vehicles will be granted the appropriate access only after post award consultation and coordination between the contractor and the Contracting Officer (CO); the Contracting Officer's Representative (COR); and the AOC Supreme Court. - .Buildings and Grounds, Office of the Facilities Manager.
(8) For the U.S. Botanic Garden contractor, subcontractor and supplier vehicles will be granted the appropriate access only after post award consultation and coordination between the contractor and the Contracting Officer (CO); the Contracting Officer's Representative (COR); and the U.S. Botanic Garden.

(e) Prior notification for all exceptions and afterhours deliveries will be processed through the House / Senate Sergeant at Arms, the Architect of the Capitol, USCP Special Events (202-224-8891), or USCP Construction Security Division (202) 593-7053). The USCP Command Center (202 224-0908) will be notified during the hours that the Special Events Section is closed. Exception example: Time sensitive deliveries and deliveries containing material such as concrete, asphalt, and other materials /goods that may deteriorate over a short period of time. All deliveries for special events/functions in any Capitol Complex, building, must have approval through the House or Senate Sergeant At Arms office prior to inspection at the Off-Site Inspection Center – please call USCP Special Events at the number above.
(f) Within seven calendar days prior to the first delivery under this contract, the contractor shall provide to the U.S. Capitol Police a letter on company letterhead accompanied by signature of the owner, president or manager the following information:

(1) List of drivers (in alphabetical order);
(2) Date of birth for each driver;
(3) Social Security Number of each driver;
(4) Vehicle description to include – color, make, model and any signage on vehicle;
(5) License tag number and state of issuance;
(6) Driver's License Number;
(7) Building(s) to be accessed; and
(8) Company contact person and phone number/

(g) At least 24 hours prior to arrival on the Capitol Campus, the above information is to be provided to the United States Capitol Police Off-Site Inspection Center, 4700 Shepherd Parkway SW, Washington, D.C. 20032, via email at mailto:OSDCAdmin@uscp.gov. For verification of receipt, the contractor may call (202) 224-0202.

(End of clause)

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

At the conclusion of contract performance and/or at any point during the performance of this contract, the AOC may elect to evaluate the Contractor and submit a final or interim performance evaluation into the appropriate on-line database designated as the repository of Contractor evaluations for the Federal Government. Any evaluation submitted shall include input from the Contracting Officer's Technical Representative and other agency personnel, as appropriate, and the Contracting Officer. The Contractor shall have the opportunity to review any evaluations and submit supporting information for any differing of positions between the Contractor and the AOC in accordance with the protocol established by the specific on-line database.
(End of clause)

Section I - Contract Clauses

52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

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

(End of clause)

52.203-3 Gratuities (Apr 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (*e.g.*,an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled-

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This paragraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 Covenant Against Contingent Fees (May 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of clause)

52.203-7 Anti-Kickback Procedures (Jun 2020)

(a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1)means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2)includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) 41 U.S.C. chapter 87, Kickbacks, prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i)offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii)direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c)(5) but excepting paragraph (c)(1) of this clause, in all subcontracts under this contract that exceed the threshold specified in Federal Acquisition Regulation 3.502-2(i) on the date of subcontract award.

(End of clause)

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

(a) *Definition.*

Commercially available off-the-shelf (COTS) item, as used in this clause--

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

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

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

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

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

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

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

(1) The name of the subcontractor.

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

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

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

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

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

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

(End of clause)

52.222-21 Prohibition of Segregated Facilities (Apr 2015)

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

"Gender identity" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at *http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.*

"Segregated facilities," means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

"Sexual orientation" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at *http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.*

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 Equal Opportunity (Sept 2016)

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

"Compensation" means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

"Compensation information" means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

"Essential job functions" means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if--

(1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or

(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

"Gender identity" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at *http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.*

"Sexual orientation" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at *http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.*

"United States," means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to--

(i) Employment;

(ii) Upgrading;

(iii) Demotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5)(i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by--

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.

(End of clause)

52.222-35 Equal Opportunity for Veterans (Jun 2020)

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

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

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-37 Employment Reports on Veterans (Jun 2020)

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

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

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

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

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

(c) The Contractor shall report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at *http://www.dol.gov/vets/vets4212.htm*).

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

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

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C.4212.

(g) The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

52.222-50 Combating Trafficking in Persons (Nov 2021)

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

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

Coercion means--

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

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

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

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

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

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

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

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

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

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Advertising

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

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

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

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

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

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

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

(xi) Transportation and subsistence costs--

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

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

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

(xiii) Equipment charges.

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

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

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

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

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

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

(E) Subsidiaries/affiliates of the employer;

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

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means--

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

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

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

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

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

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

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

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

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

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

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

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material

misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

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

(6) Charge employees or potential employees recruitment fees;

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

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

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

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

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

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

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

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

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

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

(1) Notify its employees and agents of--

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

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

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

(d) *Notification.* (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

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

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

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

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

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

(2) Requiring the Contractor to terminate a subcontract;

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

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

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

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

(7) Suspension or debarment.

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

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

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

(g) *Full cooperation.* (1) The Contractor shall, at a minimum--

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

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

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

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

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

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

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

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

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

(h) *Compliance plan.* (1) This paragraph (h) applies to any portion of the contract that--

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

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

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

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

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

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

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

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

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

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

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

(4) *Posting.* (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

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

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

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

(ii) After having conducted due diligence, either--

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

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

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

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

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

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

(End of clause)

52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (May 2024)

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

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 3201.2).

USDA-designated product category means a generic grouping of products that are or can be made with biobased materials--

(1) That are listed by USDA in a procurement guideline (7 CFR part 3201, subpart B); and

(2) For which USDA has provided purchasing recommendations (available at *https://www.biopreferred.gov*).

(b) The Contractor shall report to *https://www.sam.gov*, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(c) Submit this report no later than--

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

(2) At the end of contract performance.

(End of clause)

52.225-13 Restrictions on Certain Foreign Purchases (Feb 2021)

(a) 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.

(b) 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. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at *https://home.treasury.gov/policy-issues/financial-sanctions/speciallydesignated-nationals-and-blockedpersons-list-sdn-human-readable-lists*. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at *https://home.treasury.gov/policyissues/office-of-foreign-assets-controlsanctions-programs-and-information*.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.227-1 Authorization and Consent (Jun 2020)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent--

(1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract; or

(2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. the entire liability to the Government for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, does not affect this authorization and consent.

(End of clause)

52.227-3 Patent Indemnity (Apr 1984)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to

(1) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;

(2) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or

(3) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

(End of clause)

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

(a) As used in this clause-

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"Local taxes" includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b)(1) The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be --

(i) Included in the contract price; nor

(ii) Reimbursed.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.232-11 Extras (Apr 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

52.232-23 Assignment of Claims (May 2014)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.233-3 Protest after Award (Aug 1996)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

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

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

(End of clause)

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

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

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

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.242-13 Bankruptcy (July 1995)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the contracting officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of government contract numbers and contracting offices for all government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.243-1 Alt I Changes-Fixed-Price (Aug 1987) - Alternate I (Apr 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.246-25 Limitation of Liability-Services (Feb 1997)

(a) Except as provided in paragraphs (b) and (c) of this clause, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that-

(1) Occurs after Government acceptance of services performed under this contract; and

(2) Results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) of this clause shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

52.249-2 Termination for Convenience of the Government (Fixed-Price) (Apr 2012)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government--

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (b)(6) of this clause; *provided*, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under paragraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under paragraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.

(i) The cost principles and procedures of part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

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

(End of clause)

52.253-1 Computer Generated Forms (Jan 1991)

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

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

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

(End of clause)

AOC52.202-1 Definitions (Jun 2004)

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

AOC52.203-5 Confidentiality Requirement (Nov 2004)

The Contractor agrees that any information supplied by the Architect to the Contractor shall be considered confidential and/or proprietary, and agrees to hold such information in confidence. The Contractor further agrees not to disclose such information to a third party without the prior written consent of the Architect.
(End of clause)

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

(a) By entering into this contract, the Contractor agrees to comply with all federal laws that apply to the Contractor's activities, including immigration laws, employing only individuals who are eligible to work in the United States and maintaining a signed copy of I-9 Employment Eligibility Verification for each employee if required by law.

(b) All sole proprietors (including self-employed individuals); all contractor employees; and all subcontractor employees performing work under this contract either on-site at an AOC facility or using AOC Information Technology Division (ITD) infrastructure shall be verified eligible to work in the United States using the Employment Eligibility Verification Program (E-Verify) operated by the Department of Homeland Security (DHS) and the Social Security Administration (SAA).

(c) E-Verify is a verification system that compares a name, date of birth, and Social Security Number, as well as immigration information for non-citizens, against Federal databases in order to verify employment eligibility. All sole proprietors (including self-employed individuals); all contractor employees; and all subcontractor employees, shall use this program to verify the employment eligibility for performing work under this contract. Information about the program can be obtained at www.dhs.gov/E-Verify or by calling 1-888-464-4218.

(d) In accordance with unpublished DHS Policy Article 1605 available at www.dhs.gov/E-Verify or by calling 1-888-464-4218, DHS has authorized AOC contracting officers to review the contractor's E-Verify compliance. Sole Proprietors (including self-employed individuals) and Contractors shall release individual case results to contracting officers as outlined below.

(e) Upon award of this contract, a copy of the E-Verify case details document evidencing "employment authorized" (final verification result) shall be provided to the Contracting Officer with each request for the criminal history background check, finger printing and, if applicable, AOC I.D. badge.

(f) Sole Proprietors (including self-employed individuals) shall enroll in E-Verify by obtaining an EIN, also known as a Federal Tax Identification Number. Sole Proprietors/self-employed individual shall apply for an EIN at the Internal Revenue Service (IRS) web-site and search for the page entitled "Apply for an Employer Identification Number (EIN)".

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

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

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

(2) The following organizations awarded an AOC contract are only required to use E-Verify for new hires and existing non-exempt employees who are working directly under this contract:
   (i) State and local governments.
   (ii) Institutions of higher education (as defined at 20 U.S.C. 1001(a)).
   (iii) Governments of Federally recognized Indian tribes.
   (iv) Sureties performing under a takeover agreement entered into with the AOC under a performance bond.

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

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

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

(End of clause)

AOC52.204-5 System for Award Management (DO NOT USE FOR NEW CONTRACTS)

(a) Definitions. As used in this provision:

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

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

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

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

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

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

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

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

(1) Company legal business name.

(2) Trade style, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

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

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

(1) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements, the Contractor shall provide the Contracting Officer a minimum of one business day's written notification of its intention to:

(i) Change the name in the SAM database;

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

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

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

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

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

(5) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change

to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished. (f) Contractors may obtain additional information on registration and annual confirmation requirements at https:// www.sam.gov.

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(End of clause)

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

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

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

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

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

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

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

(1) Incidents involving inappropriate or otherwise objectionable conduct.
(2) Behavior contrary to the public interest.
(3) Disregard for security and safety interests.
(4) Any potential threat to the general well-being of others.
(5) Failure to receive a suitability determination, temporary clearance, or clearance from the AOC or a tenant agency.
(6) Violation of Federal, State, or local law.
(7) Carrying or possession of explosives or items intended to be used to fabricate an explosive or incendiary device.
(8) Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks.
(9) Conduct of personal affairs during official time at the AOC work site.
(10) Falsification or unlawful concealment, removal, mutilation or destruction of any official document or record.
(11) Concealment of material facts by willful omissions from official documents or records.
(12) Disorderly conduct such as: use of abusive or offensive language; quarreling; intimidation by words or actions; fighting; or participation in disruptive activities.
(13) Theft, vandalism, immoral conduct or any other criminal actions.
(14) Selling, consuming or being under the influence of intoxicants, drugs or substances that produce similar effects while in or on government controlled property.
(15) Improper use of Government identification.
(16) Unauthorized use of communication equipment on Government property.
(17) Violation of security procedures or regulations.
(18) Possession of (or the causing to be present) firearms or other dangerous weapons.

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

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

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

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

(End of clause)

AOC52.204-10 Prohibition on a ByteDance Covered Application

(a) Definitions. As used in this clause— Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited. Information technology, as:
(1) Any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency, if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires the use:
(i) Of that equipment; or
(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but:
(3) Does not include any equipment acquired by a contractor incidental to an Architect of the Capitol contract.
(b) Prohibition. The Architect of the Capitol's policy prohibits the presence or use of a covered application on agency information technology, including certain equipment used by contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted.
(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.
(End of Clause)

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

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

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

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

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

(End of clause)

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

(a) The Contractor, and any subcontractor, agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine and copy any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form,

in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.
(b) The Contractor, and any subcontractor, agrees that if the Architect of the Capitol or any duly authorized representatives issues a litigation hold for such records referenced above that the Contractor, and/or subcontractor, will comply and make available relevant information when requested at no cost. Litigation holds may require the preservation and availability of information for longer than 3 years.
(c) The Contractor shall include this clause in all subcontracts hereunder.

(End of clause)

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

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

AOC52.222-3 Convict Labor (Jun 2004)

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

AOC52.222-4 Overtime Work (Aug 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting

Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records).
(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Congressional Security Sensitive (CSS) is a marking sometimes applied, in addition to or in lieu of the marking "Controlled Unclassified Information," by the Capitol Police Board and select Member(s), officer(s), and committee(s) of either the House or Senate. It denotes information that is: (1) sensitive with respect to the policing, protection, physical security, intelligence, counterterrorism actions or emergency preparedness and response relating to Congress, any statutory protector of the Capitol Police and the Capitol buildings and grounds; and (2) is obtained by, on behalf of or concerning the Capitol Police Board, the Capitol Police or any incident command relating to emergency response.

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

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

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

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

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

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

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

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

(3) Storing within a sealed envelope.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

1. Follow CDC guidance, appropriate for their industry, for cleaning, disinfection, health screening, and quarantine/isolation of sick employees.
2. Provide for the method(s) to obtain specific approval from the COR prior to classifying employees as critical infrastructure workers.
3. Identify all work activities and risk levels that could be impacted by a pandemic.
4. Describe all control measures to eliminate or reduce risk levels.
5. Detail contact tracing methods, per CDC guidance, for all employees sick with pandemic illnesses.
6. Provide a method for reporting cases of actual or suspected pandemic illness to the COR within 1 day of discovery.
7. Require the contractor to report the result of any medical diagnosis (such as a test result) of any case of pandemic illness within one day of discovery.
8. Require the contractor to report quarantined and recovering employees returning to work at least 2 business days prior to their return.
9. Require the contractor to notify the Contracting Officer and COR of any identified risk contacts of AOC or other legislative branch employees within one day of discovering a positive case.
10. The Contractor's pandemic management plan shall incorporate the Office of the Attending Physician (OAP) decision tool. This will tool will change based on evolving guidance form the CDC. AOC will provide the latest versions.
11. Contractor shall comply with HIPAA federal employment and keep personnel records secure on site and in a secure location to maintain confidentiality of personal identifying information (PII) and assign a unique identifier to employees when reporting the information required under this clause.

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

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

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

(End of clause)

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

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

(End of clause)

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

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

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

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

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

(d) Insurance and required minimum liability limits are:

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

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

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

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

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

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

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

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

(End of clause)

AOC52.231-1 Travel Costs (Nov 2004)

(a) Travel and subsistence expenses incurred in the direct performance of this contract shall be reimbursed in accordance with the contractor s established policy, subject to the limitations set forth herein, pursuant to the Federal Acquisition Regulation (FAR) Subpart 31.205-46, establishing the Federal Travel Regulations procedures.
(b) Travel shall not be reimbursed in excess of the cost of first class rail or of the cost of first class rail or of the lowest customary standard, coach or equivalent airfare offered during normal business hours, except where the contractor certifies as to unavailability of accommodations, or necessity to travel during other than normal business hours based solely on the Government s requirement for performance.
(c) Subsistence for lodging, meals and incidental expenses shall be reimbursed based on actual costs incurred only to the extent that they do not exceed on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations.
(End of clause)

AOC52.232-1 Payment Requests (July 2022)

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

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

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

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

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

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

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

(1) Contract number;

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

(3) Invoice Date;

(4) Unique invoice number for that particular invoice;

(5) Period the payment covers; and

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

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

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

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

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

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

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

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

(End of clause)

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

(a) *Method of payment.*

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

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

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

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

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

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

(1) The Government remains responsible for--

(i) Making payment; and

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

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

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

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

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

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

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

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

(End of clause)

AOC52.232-7 Discounts (Aug 2004)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

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

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

AOC52.233-1 Disputes (January 2021)

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

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

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Contractor agrees that an executed Waiver and Release of Claims form satisfactory to the Contracting Officer will be provided as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.
(c) Whenever the Contractor submits a request for partial or progress payment under a contract, the Contractor shall furnish a Waiver and Release of Claims form with respect to all work performed and materials supplied through the date of the immediately preceding request for partial payment.
(d) Contractor is on notice that exclusionary language added to any Waiver and Release of Claims form shall not be accepted by the AOC and will delay any contract modification and/or any associated partial / progress payment due under the contract.
(e) Receipt of an executed Waiver and Release of Claims form is a condition precedent to receipt of any associated contract modification or partial / progress payment.

(End of clause)

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

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

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

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
(1) Cancel the stop-work order; or
(2) Terminate the work covered by the order.
(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make any applicable equitable adjustment and the contract shall be modified, in writing, accordingly, if—

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

##

(End of clause)

Section J - List of Attachments

List of Attachments

J.1 SOW
J.2 Instructions and Basis for Award
J.3 Pricing Sheet
J.4 CP-491 (05-18) Fillable
J.5 Employee Eligibility Verify
J.6 Certificate of Insurance
J.7 Wage Det
J.8 Equal Employment Opportunity
J.9 Notice to Employees Working on Government Contracts
J.10 USCP Veh Del Proc Ref Gde (5-08)

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

52.204-3 Taxpayer Identification (Oct 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

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

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

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C.7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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

__ TIN:_____.

__ TIN has been applied for.

__ TIN is not required because:

__ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

__ Offeror is an agency or instrumentality of a foreign government;

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

(e) *Type of organization.*

__ Sole proprietorship;

__ Partnership;

__ Corporate entity (not tax-exempt);

__ Corporate entity (tax-exempt);

__ Government entity (Federal, State, or local);

__ Foreign government;

__ International organization per 26 CFR1.6049-4;

__ Other _____.

(f) *Common parent.*

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

__ Name and TIN of common parent:

Name _____..

TIN _____..

(End of provision)

52.209-5 Certification Regarding Responsibility Matters (Aug 2020)

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

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

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

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

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

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

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

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

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

(2) Examples.

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.223-1 Biobased Product Certification (May 2024)

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

(End of provision)

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

(a) Definitions. As used in this provision:

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

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

(b) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ‘‘Unique Entity Identifier’’ followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable.

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

(1) Company legal business name.

(2) Trade style, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company headquarters name and address (reporting relationship within your entity).

(End of provision)

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

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

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

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

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

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

(End of provision)

AOC52.209-3 Company Principals (Oct 2008)

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

_____ _____
Chief Executive Officer (print name) President (print name)

_____ _____
Vice President (print name) Secretary (print name)

_____ _____
Treasurer (print name) Director (print name)

_____ _____
Controller (print name and title) Other (print name and title)

(End of provision)

AOC52.215-8 Authorized Negotiators (January 2021)

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

##
(End of provision)

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

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

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

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

(End of provision)

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a FFP [*Contracting Officer insert specific type of contract*] contract resulting from this solicitation.

(End of provision)

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

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

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

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

(End of Provision)

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

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

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

(End of provision)

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

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

(End of provision)