**TERMS AND CONDITIONS FIRM FIXED PRICE NON CONSTRUCTION SERVICES (CLAUSES AND PROVISIONS)**

**FEDERAL ACQUISITION REGULATION (FAR) AND HOMELAND SECURITY ACQUISITION REGULATION (HSAR) CLAUSES IN ACCORDANCE WITH FEDERAL ACQUISITION CIRCULAR 2026-01 EFFECTIVE DATE: JULY 2026**

**System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.**

## FAR CLAUSES

**The following FAR clauses are hereby incorporated by reference**:

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.204-9 Personal Identity Verification of Contractor Personnel
52.204-18 Commercial and Government Entity Code Maintenance (Aug 2020)
52.204-19 Incorporation by Reference of Representations and Certifications
52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
52.204-26 Covered Telecommunications Equipment or Services-Representation
52.204-29 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures.
52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts)
52.212-4 Contract Terms and Conditions -- Commercial Items (Nov 2023)
52.217-8 Evaluation of Options.
52.222-3 Convict Labor
52.222-35 Equal Opportunity for Veterans
52.222-36 Equal Opportunity for Workers with Disabilities
52.222-41 Service Contract Labor Standards
52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts).
52.222-50 Combating Trafficking in Persons. (Oct 2025)
52.222-54 Employment Eligibility Verification
52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026
52.222-62 Paid Sick Leave Under Executive Order 13706
52.222-90 Addressing DEI Discrimination by Federal Contractors
52.223-3 Hazardous Material Identification and Safety DataI
52.223-3 Alternate I
52.223-5 Pollution Prevention and Right-to Know Information (May 2024)
52.223-23, Sustainable Products

52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)
52.232-33 Payment by Electronic Funds Transfer- System for Award Management (Oct 2018)
52.232-1 Payments
52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)
52.237-1 Site Visit (APR 1984)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.237-3 Continuity of Services
52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEVIATION DATE)
52.244-6 Subcontracts for Commercial Products and Commercial Services
52.246-1 Contractor Inspection Requirements (Aug 1984)
52.247-34 F.o.b. Destination (Nov 1991)

**(End of Clause)**

**52.204-13 System for Award Management—Maintenance.**

SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION DATE)

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

*Commercial and Government Entity code* means—

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

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

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

(b) *Active registration*.

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

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

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

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

(i) Change the legal business name in SAM;

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

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

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

(d) *Assignees*.

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

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

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

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

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

(End of clause)

**52.217-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The

Contracting Officer may exercise the option by written notice to the Contractor within *30 days of contract expiration.*

**(End of clause)**

**52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within *30 days of contract expiration;* provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *60 days* before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed *5 years.*

**(End of clause)**

**52.212-2 Evaluation—Commercial Products and Commercial Services (Deviation Date)**

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. An award will be made to the responsible offeror submitting the lowest-priced technically acceptable. The following factors will be used to evaluate offers:

*Technical Capability: The offeror's proposal will be evaluated to determine if it meets the technical specifications and performance requirements outlined in the PWS. This will be evaluated on an Acceptable/Unacceptable basis.*

*Past Performance: The Government will evaluate the offeror's recent references and past performance to assess the risk of contract execution. The Government may utilize CPARS, market research, and references provided by the offeror.*

*Pricing: Price will be evaluated to ensure it is fair and reasonable.*

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

**52.222-42 Statement of Equivalent Rates for Federal Hires.**

Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor ( 29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to

each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

*This Statement is for Information Only: It is not a Wage Determination*

| Employee Class | Monetary Wage-Fringe Benefits |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(End of clause)

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 address: http://www.acquisition.gov/far/

52.252-6 **Authorized Deviations in Clauses (Nov 2020)**
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
(b) The use in this solicitation or contract of any Department of Homeland Security Regulation 48 CFR 3001.404 clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**(End of Clause)**

52.217-9 **Option to Extend the Term of the Contract.** (Mar 2000)
(a) The Government may extend the term of this contract by written notice to the Contractor within _____ *[insert the period of time within which the Contracting Officer may exercise the option]*; provided that the Government gives the Contractor a preliminary written notice of its

intent to extend at least _____ days[*60days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ *(months) (years)*.

**(End of clause)**

## FAR PROVISIONS

**The following FAR Provisions are hereby incorporated by reference:**
52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Sep 2024)
52.204-7 System for Award Management (Nov 2024)
52.204-16 Commercial and Government Entity Code Reporting (Aug 2020)
52.212-1 Instructions to Offerors-Commercial Items (Sep 2023)

**(End of Provision)**

**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 address: http://www.acquisition.gov/far/

**(End of provision)**

## HSAR CLAUSES

**The following HSAR clauses are hereby incorporated by reference:**
3052.204-71 **Contractor Employee Access (JUL 2023)**
3052.204-71 **Contractor Employee Access** *Alternate II* (JUL 2023)
3052.204-72 **Safeguarding of controlled unclassified information (DEVIATION)**
3052.223-90 **Accident and fire reporting (USCG)**
3052.228-70 **Insurance (DEC 2003)**

**(End of clause)**