SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 AND 30.

1. REQUISITION NUMBER: 15B20826PR000346
PAGE 1 OF 22

2. CONTRACT NUMBER
3. AWARD/EFFECTIVE DATE
4. ORDER NUMBER
5. SOLICITATION NUMBER: 15BBNF26Q20800001
6. SOLICITATION ISSUE DATE: 08/12/2026

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: BOP-ADM-FAO-FIELDACQUISITIONOFFICE-S@bop.gov
b. TELEPHONE NUMBER (*No collect calls*)
8. OFFER DUE DATE / LOCAL TIME: 09/02/2026 14:00 ET

9. ISSUED BY CODE 15BBNF
Federal Bureau of Prisons
Field Acquisition Office
U.S. Armed Forces Reserve Complex
346 Marine Forces Drive
Grand Prairie, TX 75051

10. THE ACQUISITION IS
- [X] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] UNRESTRICTED OR
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)

[X] SET ASIDE: 100.00 % FOR
NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 238110
SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [X] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE 15B208
Federal Bureau of Prisons
772 St Joseph St
Loretto, PA 15940

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE 15B208
Federal Bureau of Prisons
772 St Joseph St
Loretto, PA 15940

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The selected contractor shall provide all materials, labor, and equipment to complete the project titled Replace Sidewalks at FCI Loretto located in Loretto, PA in accordance with the attached Statement Of Work. . Firm Fixed Price See Continuation Sheet(s) (*Use Reverse and/or Attach Additional Sheets as Necessary*)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (*For Government Use Only*)

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [X] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)

30b. NAME AND TITLE OF SIGNER (*Type or print*)
30c. DATE SIGNED
31b. NAME OF THE CONTRACTING OFFICER (*Type or print*)
31c. DATE SIGNED

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Table of Contents

Section	Description	Page Number
	Solicitation/Contract Form	1
1	Commodity or Services Schedule	4
2	Contract Clauses	5
3	List of Attachments	20
4	Solicitation Provisions	21

Section 1 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Replacement Sidewalks at FCI Loretto. IAW Statement of Work PSC: 5680 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery On Or Before: 10/06/2026 Quantity: 1.000000 Delivery Address: Federal Bureau of Prisons 772 St Joseph St Loretto, PA 15940	1	EA	$_____	$_____

The successful contractor shall be responsible for all applicable federal, state, and local taxes. No tax exemption certification will be issued by the Federal Bureau of Prisons.

Section 2 - Contract Clauses

A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions, Commercial Items (FAR Deviation) (NOV 2020)

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

Clauses By Reference

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): www.acquisition.gov		
Clause	Title	Fill-ins (if applicable)
52.203-6 Alt I	Restrictions on Subcontractor Sales to the Government (Jun 2020) - Alternate I (Nov 2021)	
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
52.204-13 (DEV)	System for Award Management-Maintenance (Oct 2018) (DEVIATION NOV 2025)	
52.204-14 (DEV)	Service Contract Reporting Requirements (Oct 2016) (DEVIATION NOV 2025)	
52.209-6 (DEV)	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025) (DEVIATION NOV 2025)	
52.209-9 (DEV)	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (DEVIATION NOV 2025)	

Clause	Title	Fill-ins (if applicable)
52.209-10 (DEV)	Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015) (DEVIATION NOV 2025)	
52.211-12	Liquidated Damages-Construction (Sept 2000)	(a): "597.97"
52.212-4 (DEV)	Terms and Conditions-Commercial Products and Commercial Services (Nov 2023) (DEVIATION NOV 2025)	
52.215-21 (DEV)	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications (Nov 2021) (DEVIATION DEC 2025)	
52.219-6 (DEV)	Notice of Total Small Business Set-Aside (Nov 2020) (DEVIATION DEC 2025)	
52.219-8 (DEV)	Utilization of Small Business Concerns (Jan 2025) (DEVIATION DEC 2025)	
52.219-14 (DEV)	Limitations on Subcontracting (Oct 2022) (DEVIATION DEC 2025)	(f)(1) End of Perf Period: "X"
52.219-28 (DEV)	Postaward Small Business Program Rerepresentation (Jan 2025) (DEVIATION DEC 2025)	(g)(1) is: "X" (g)(1) NAICS Code: "238110"
52.222-1 (DEV)	Notice to the Government of Labor Disputes (Feb 1997) (DEVIATION DEC 2025)	
52.222-3 (DEV)	Convict Labor (June 2003) (DEVIATION DEC 2025)	
52.222-4 (DEV)	Contract Work Hours and Safety Standards--Overtime Compensation (May 2018) (DEVIATION DEC 2025)	
52.222-6 (DEV)	Construction Wage Rate Requirements (Aug 2018) (DEVIATION AUG 2025)	
52.222-7 (DEV)	Withholding of Funds (May 2014) (DEVIATION DEC 2025)	
52.222-8 (DEV)	Payrolls and Basic Records (Jul 2021) (DEVIATION DEC 2025)	
52.222-9 (DEV)	Apprentices and Trainees (July 2005) (DEVIATION DEC 2025)	

Clause	Title	Fill-ins (if applicable)
52.222-10 (DEV)	Compliance with Copeland Act Requirements (Feb 1988) (DEVIATION DEC 2025)	
52.222-11 (DEV)	Subcontracts (Labor Standards) (May 2014) (DEVIATION DEC 2025)	
52.222-12	Contract Termination - Debarment (May 2014)	
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)	
52.222-14 (DEV)	Disputes Concerning Labor Standards (Feb 1988) (DEVIATION DEC 2025)	
52.222-15	Certification of Eligibility (May 2014)	
52.222-19 (DEV)	Child Labor-Cooperation with Authorities and Remedies (Jan 2025) (DEVIATION MAR 2026)	
52.222-35 (DEV)	Equal Opportunity for Veterans (Jun 2020) (DEVIATION DEC 2025)	
52.222-36 (DEV)	Equal Opportunity for Workers with Disabilities (Jun 2020) (DEVIATION DEC 2025)	
52.222-37 (DEV)	Employment Reports on Veterans (Jun 2020) (DEVIATION DEC 2025)	
52.222-40 (DEV)	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (DEVIATION DEC 2025)	
52.222-50 (DEV)	Combating Trafficking in Persons (Oct 2025) (DEVIATION DEC 2025)	
52.222-62 (DEV)	Paid Sick Leave Under Executive Order 13706 (Jan 2022) (DEVIATION DEC 2025)	
52.222-90	Addressing DEI Discrimination by Federal Contractors (APR 2026)	
52.223-2 (DEV)	Reporting of Biobased Products Under Service and Construction Contracts (May 2024) (DEVIATION DEC 2025)	

Clause	Title	Fill-ins (if applicable)
52.223-5	Pollution Prevention and Right-to-Know Information (May 2024)	
52.223-11 (DEV)	Ozone-Depleting Substances (May 2024) (DEVIATION DEC 2025)	
52.223-23 (DEV)	Sustainable Products (May 2024) (DEVIATION DEC 2025)	
52.225-9 (DEV)	Buy American-Construction Materials (Oct 2022) (DEVIATION DEC 2025)	
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving (May 2024)	
52.227-1	Authorization and Consent (Jun 2020)	
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)	
52.227-4	Patent Indemnity-Construction Contracts (Dec 2007)	
52.228-2	Additional Bond Security (Oct 1997)	
52.228-5	Insurance-Work on a Government Installation (Jan 1997)	
52.228-11	Individual Surety-Pledge of Assets (Feb 2021)	
52.228-14	Irrevocable Letter of Credit (Nov 2014)	
52.228-15	Performance and Payment Bonds-Construction (Jun 2020)	
52.229-12 (DEV)	Tax on Certain Foreign Procurements (Feb 2021) (DEVIATION AUG 2025)	
52.232-23	Assignment of Claims (May 2014)	
52.232-27	Prompt Payment for Construction Contracts (Jan 2017)	
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	
52.233-3 (DEV)	Protest after Award (Aug 1996) (DEVIATION NOV 2025)	

Clause	Title	Fill-ins (if applicable)
52.233-4 (DEV)	Applicable Law for Breach of Contract Claim (Oct 2004) (DEVIATION NOV 2025)	
52.236-2 (DEV)	Differing Site Conditions (Apr 1984) (DEVIATION AUG 2025)	
52.236-3 (DEV)	Site Investigation and Conditions Affecting the Work (Apr 1984) (DEVIATION AUG 2025)	
52.236-5 (DEV)	Material and Workmanship (Apr 1984) (DEVIATION AUG 2025)	
52.236-6 (DEV)	Superintendence by the Contractor (Apr 1984) (DEVIATION AUG 2025)	
52.236-7 (DEV)	Permits and Responsibilities (Nov 1991) (DEVIATION AUG 2025)	
52.236-8 (DEV)	Other Contracts (Apr 1984) (DEVIATION AUG 2025)	
52.236-9 (DEV)	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984) (DEVIATION AUG 2025)	
52.236-10 (DEV)	Operations and Storage Areas (Apr 1984) (DEVIATION AUG 2025)	
52.236-11 (DEV)	Use and Possession Prior to Completion (Apr 1984) (DEVIATION AUG 2025)	
52.236-12 (DEV)	Cleaning Up (Apr 1984) (DEVIATION AUG 2025)	
52.236-13 (DEV)	Accident Prevention (Nov 1991) (DEVIATION AUG 2025)	
52.236-14 (DEV)	Availability and Use of Utility Services (Apr 1984) (DEVIATION AUG 2025)	
52.236-15 (DEV)	Schedules for Construction Contracts (Apr 1984) (DEVIATION AUG 2025)	
52.236-17 (DEV)	Layout of Work (Apr 1984) (DEVIATION AUG 2025)	
52.236-21 Alt II (DEV)	Specifications and Drawings for Construction (Feb 1997) - Alternate II (Apr 1984) (DEVIATION AUG 2025)	(g) desired amount: "[Contracting Officer complete by inserting desired amount]"

Clause	Title	Fill-ins (if applicable)
52.225-10	Notice of Buy American Requirement-Construction Materials (May 2014)	
52.240-91 (DEV)	Security Prohibitions and Exclusions (DEVIATION NOV 2025)	
52.240-92 Alt II (DEV)	Security Requirements - Alternate II (DEVIATION NOV 2025)	
52.240-93 (DEV)	Basic Safeguarding of Covered Contractor Information Systems (DEVIATION NOV 2025)	
52.242-13	Bankruptcy (July 1995)	
52.242-14	Suspension of Work (Apr 1984)	
52.243-4 (DEV)	Changes (June 2007) (DEVIATION JUL 2025)	
52.246-12	Inspection of Construction (Aug 1996)	
52.246-21	Warranty of Construction (Mar 1994)	
52.248-3	Value Engineering-Construction (Oct 2025)	
52.252-6	Authorized Deviations in Clauses (Nov 2020)	
52.253-1 (DEV)	Computer Generated Forms (Jan 1991) (DEVIATION NOV 2025)	
2852.201-70	Contracting Officer's Representative (COR) (NOV 2020)	COR Name: "[Name]" Org: "[Organization]" Address: "[Address]" Phone: "[Area Code, Telephone Number]" Contract: "[Contract Number]" Period: "[Period]"
2852.212-4	Contract Terms and Conditions, Commercial Items (FAR Deviation) (NOV 2020)	
2852.222-70	Domestic Violence, Sexual Assault, and Stalking (DEC 2014)	
2852.223-70	Unsafe Conditions Due to the Presence of Hazardous Material (NOV 2020)	
DOJ-01	Whistleblower Information Distribution (Oct 2021)	

Clause	Title	Fill-ins (if applicable)
DOJ-02	Contractor Privacy Requirements (JAN 2022)	
DOJ-03	Personnel Security Requirements For Contractor Employees (Nov 2021)	
DOJ-08	Continuing Contract Performance During a Pandemic Influenza or other National Emergency (OCT 2007)	

Clauses By Full Text

FAO-0001 Bonds

(a) Bid Guarantee. Each bidder shall submit with his bid a Bid Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in provision 52.228-1, in the form of twenty percent (20) of the bid price or not to exceed $3,000,000. The bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents. A bid bond is not required for bids of $150,000 or less. (FAR 28.102-1)

(b) Performance and Payment Bonds. Within 10 days after award the contractor shall execute and submit to the Contracting Officer two bonds, each with good and sufficient surety or sureties acceptable to the Government, as follows; a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25A). The penal sums of such bonds will be as follows: (Not required for contracts of $150,000 or less)

(1) Performance Bond: The penal sum of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bond: The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(c) For construction contracts greater than $35,000 but not greater than $150,000, the Contracting Officer shall select two or more of the following payment protections, giving particular consideration to inclusion of an irrevocable letter of credit as one of the selected alternatives (FAR 28.102-1(b)(1)):

(1) A Payment Bond;
(2) An irrevocable letter of credit (ILC);
(3) A tripartite escrow agreement;
(4) A Certificate of Deposit; or
(5) A deposit of the types of security listed in 28.204-1 and 28.204-2.

(d) Individual Sureties.

(1) Bidders may elect to furnish individual surety bonds. If individual surety bonds are furnished for bid guarantees, payment or performance bonds, the individual sureties must submit their bonds proof of ownership and value of the assets which they claim in their net worth at time of bid opening. The Government's preferred method of proof is to have a statement of net worth prepared by a Certified Public Accountant (CPA) in accordance with Generally Accepted Accounting Principles (GAAP). Statements from a CPA that contain disclaimers are not acceptable. The statement of net worth on the Standard Form 28, Affidavit of Individual Surety, is insufficient and will not be accepted without additional proof of value and ownership.

(2) Bidders are cautioned that individual sureties must provide complete and detailed information in Block 9 of Standard Form 28 concerning other contracts on which they have provided bonds. This information shall include contract

number, contract location, amount, and type of bond and telephone number of the involved contracting office. Failure to provide the proof and information required may result in rejection of the bid or termination of the contract for failure to provide adequate bonds.

FAO-0002 Magnitude

The magnitude of this project is between $100,000.00 and $250,000.00.

FAO-0003 Required Insurance

See FAR 52.228-5, Insurance - Work on a Government Installation.

The Contractor shall, at its own expense, provide and maintain during the entire performance

period of this contract, at least the kinds and minimum amounts of insurance required in the

Schedule or elsewhere in the contract.

TYPE	AMOUNT
(1) WORKERS COMPENSATION & EMPLOYER'S LIABILITY	$100,000

The required Workmen's Compensation Insurance shall extend to cover employee's liability for accidental bodily injury or death and for occupational disease with a minimum liability of $100,000.

(2) COMPREHENSIVE GENERAL LIABILITY with a minimum limit of:

PER ACCIDENT OR OCCURRENCE FOR BODILY INJURY	$500,000

This insurance shall include contractor's protective and contractual liability.

(3) COMPREHENSIVE AUTOMOBILE LIABILITY with the following minimum limits:

PER PERSON	$200,000
PER OCCURRENCE FOR BODILY INJURY	$500,000
PER OCCURRENCE FOR PROPERTY DAMAGE	$ 20,000

FAO-0004 Pre-Construction Conference

(a) Prior to the start of construction, Contracting Officers shall call a conference with the contractor, subcontractor(s), Warden, Controller/Business Administrator, Safety Manager, Facilities Administrator, Project Representative, A&E firm, Captain and other interested personnel to discuss the statutory labor standards, prevailing wage requirements, submission of the contractor's payrolls, subcontractor's responsibilities, institution work schedules, local policies, contraband, parking, storage of vehicles and equipment, etc.

Minutes of the conference shall be recorded, listing the names and titles of all attendees, and the subject matter of all items covered. The minutes shall be signed by the contractor and the Contracting Officer, and a signed copy placed in the contract file.

(b) The Contractor shall familiarize himself/herself with all procedures involved in normal institution routines. Any requirements which may constitute a problem or result in conflict, will be brought to the attention of the Contracting Officer or his representative for determination.

FAO-0005 Submittals

Within 10 calendar days after commencement of work or as otherwise established by the Contracting Officer, all materials and articles requiring approval, as contemplated by the Materials and Workmanship clause, shall be submitted by the contractor.

The submittal process is in place to allow the Government the opportunity to determine whether materials or procedures used by the contractor are in accordance with contract requirements. It is ultimately the Contractor's responsibility via the quality control process to ensure submittal items installed under the contract and work performed on site are in accordance with industry standards and general practices.

(a) The types of submittal requirements specified in this contract may include, but is not limited to; shop drawings, product data, samples, certificates of conformance or compliance, certified test or inspection reports, equipment, materials, and miscellaneous work related submittals for construction. Individual submittal requirements are generally specified in applicable sections for each unit of work in the specifications and/or as a whole in one section in the statement of work.

(b) The Bureau of Prisons (BOP) Contracting Officer’s Representative (COR) shall act for the Contracting Officer in the review and acceptance of all submittals. The Contractor shall submit submittals as required by the contract/specificat ions to the COR for transmittal to the Contracting Officer. Fabrication of any work or purchase or use of any submittals (such as materials for which samples are required or equipment, etc.) shall not take place until written acceptance is given by the COR, except at the Contractor's own risk.

(c) The Contractor shall submit all shop drawings and submittals sufficiently in advance (unless otherwise specified in the specifications) of the construction requirements to allow ample time for checking, re-submitting, and re-checking.

(d) Failure of any materials to pass their specified tests shall be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material. The Government reserves the right to disapprove any material or equipment which has previously proven unsatisfactory in service.

(e) The Contracting Officer’s or designee’s approval or acceptance of submittals is not to be construed as a complete check. Approval or acceptance will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor is responsible for the satisfactory construction of all work. The Contractor is responsible for delivering a final product/system that is operational as intended by the contract requirements, regardless of any Government approvals or acceptance of submittals. The Government assumes no liability during the submittal approval/acceptance process. It is the sole responsibility of the Contractor to deliver a properly functioning product or system.

FAO-0006 Contractor Use of Premises

Work Hours

The project schedule is based on a normal forty (40) hour work week, eight (8) hours per day, Monday through Friday, excluding Federal holidays. The Contracting Officer's Representative (COR) shall establish the work hour time frames for the duration of the project, subject to the approval of the Contracting Officer. Work hours and work days may be altered only with a 48 hour advance approval of the Contracting Officer.

NOTE: Access to the site will be available during normal working hours except during emergencies. It shall be the responsibility of the Contractor to familiarize himself, his employees, and his subcontractors of the working hours and conditions in the correctional facility, as working hours may not constitute a full eight hour day. The Government assumes no responsibility to the Contractor, nor to any of his subcontractors, for shorter hours due to institutional emergencies or entry and/or exit of workers necessitated by normal institution routines. The procedures and institutional entrance/ exit routines applicable to this project will be explained at both the pre-bid conference/site visit and the pre-construction meeting.

Contraband
The Contractor shall inform his employees that intoxicating beverages, drugs, weapons, etc., will not be allowed on the site. Introduction of contraband shall be subject to the penalties prescribed by Title 18 USC-1791.

Explosives
The use of explosives is absolutely forbidden without written authorization from the Contracting Officer.

Parking and Temporary Office
Parking will be available at the site to the extent it does not interfere with construction activities. Otherwise, parking shall be provided for by the Contractor, at his expense, off the site for workmen employed on the project. Any temporary field office used by the Contractor shall be located in an area approved by the COR.

Safety and Accident Prevention
In performing work under this contract the contractor shall:

(a) Conform to the specific safety requirements established by this contract;

(b) Comply with the safety rules of the Government institution that concern related activities not directly addressed in this contract;

(c) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(d) Take such additional immediate precautions as the Contracting Officer and/or COR may reasonably require for safety and accident prevention purposes.

FAO-0007 Payment Services

(a) Original application for payment shall be prepared on AIA (American Institute of Architects) Form G-702 "Application and Certificate for Payment" and submitted to the Contracting Officer. The contractor may use another form; however, it shall contain similar information as the AIA Form G-702. The Contracting Officer's Representative (COR) will approve the amount of payment by signing. The approved application for payment shall be forwarded as follows: Original to Accounting; Copy for Contract Award File.

(b) All small business contractors are required to self-certify on all invoices their small business status.

(c) The following information is required with each application for payment:

- Name and address of contractor
- Contract number
- Contractor invoice/application for payment number
- Description, price, and quantity of construction completed/rendered
- Payment terms (reference the contract payment clause)
- Other substantiating documentation or information required by the contract
- Name, title, and phone number of official to be notified in the event of a defective invoice
- Contractor TIN (Tax ID Number)

FAO-0008 Request for Final Inspection

The Contractor shall give the Contracting Officer's Representative (COR) a minimum of ten (10) working days advanced written notice of the date on which the work will be fully completed and ready for the Government's final inspection.

FAO-0009(a) Construction Contract Security

FAO-0009(a) Construction Contract Security (Program Statement 3732.01 BOP Identifications and Background Investigation)

In addition to the information contained in clause "DOJ-03 Personnel Security Requirements For Contractor Employees (Nov 2021); (Alt. I) -- Classified Information – Cleared Contractors", the following additional security is required to be completed and submitted for all contract employees who will be working under the terms of the contract:
Criminal History Check – BP-A0660 (May 2018)
CJIS Name Check Request Form
BOP Contractor Pre-employment Questionnaire
BOP Authority for Release of Information
The contactor should be aware that the time required for contractor security clearances to be completed may vary. For the purposes of this solicitation, ____ calendar days [contracting officer to insert the number of days based on performance period memo] have been included in the performance period specified in FAR clause 52.211-10. The number of days listed above is contingent upon the contractor providing completed clearance packages for their employees within 10 calendar days of the Notice to Proceed. For any subsequently awarded subcontract, completed security clearance packages for subcontractor workers shall be submitted in conjunction with the completed SF-1413.
****A form package will be issued by the Administrative Contracting Officer or Contracting Officer's Representative (COR) at the institution upon contract award. Completed packages shall be submitted by the PRIME CONTRACTOR ONLY to obtain clearance for each prime and sub-contract employee. Security Clearance packages will NOT be accepted from sub-contractors. Upon clearance being obtained the contractor will be notified. Should a contract employee NOT be cleared to enter the facility for this project, the contractor will be notified immediately. The contractor will be responsible to submit another contract employee as soon as possible for clearance. Be advised, the Federal Bureau of Prisons cannot disclose why an individual does not pass the security clearance process, as it is a violation of law.****

FAO-0010 Assignment of Contract Administration Office and Functions

Pursuant to FAR 42.201 and 42.202, the assigned Contract Administration Office is listed in Block 26 of the Standard Form 1442 Back. This assignment carries with it the authority to perform all of the contract administration functions listed in FAR 42.302(a) and 42.302(b) to the extent that those functions apply to the contract.

The Contract Administration Office is required, however, to obtain written authorization from the Procuring Contracting Officer (PCO) to perform any function listed under 42.302(b). *Specifically*, the Administrative Contracting Officer (ACO) is required to obtain written authorization to perform the below referenced functions **FOR CONSTRUCTION CONTRACT AWARDS**:

(1) Negotiate or negotiate and execute supplemental agreements incorporating contractor proposals resulting from change orders issued under the Changes clause. Before completing negotiations, coordinate any delivery schedule change with the contracting office.

(2) Negotiate prices and execute priced exhibits for unpriced orders issued by the contracting officer under basic ordering agreements.

(3) Negotiate or negotiate and execute supplemental agreements changing contract delivery schedules.

(4) *Complete* Contractor Performance Assessment Report System (CPARS) evaluations of contractor performance in accordance with FAR Subpart 42.15.

Should any other function under FAR Subpart 42.15 not listed above be required, the ACO is required to contact the PCO for authority.

FAO-0011 Schedule of Values

The Contractor shall prepare a Schedule of Values (SOV) for the project and submit to the Contracting Officer for approval prior to submitting the first application for payment. The SOV shall be correlated with the construction schedule. The SOV shall be formatted per the Construction Specification Institute Master Format structure. The Contractor may propose an alternate organizational format to the Contracting Officer for approval.

(a) The SOV shall include:

(1) Project name, location, and contract number;
(2) Contractor's name and address;
(3) Date of submittal.

(b) The SOV shall be arranged in a tabular form with separate columns to indicate the following for each item listed:

(1) Description of Work or Material;
(2) Related specification section, if applicable;
(3) Name of subcontractor, if applicable;
(4) Name of manufacturer or fabricator, if applicable;
(5) Name of supplier, if applicable;
(6) Change orders (modifications) that have affected value, if applicable;
(7) Dollar value;
(8) Percentage of Contract sum rounded to the nearest percent, adjusted to total 100 percent.

(c) The SOV shall breakdown the contract sum in sufficient detail to facilitate continued evaluation of applications for payment and progress reports. The contractor should separate principal subcontract amounts down into several line items.

(d) SOV amounts shall be rounded to the nearest whole dollar. The total of all SOV amounts shall equal the total contract amount.

(e) The contractor shall progress the percentage of completion, with the concurrence of the Contracting Officer's Representative, for each value in conjunction with the preparation of each monthly application for payment. The progressed value percentages shall directly correlate to the calculated total amount due for each monthly progress payment.

(f) The SOV shall remain fixed for the duration of contract performance. Any revisions to the SOV must be requested in writing, with justification, for approval by the Contracting Officer.

FAO-0012 Progress Meetings

The Administrative Contracting Officer (ACO) shall conduct progress meetings at the project site on a monthly basis, or at intervals as determined by the ACO.

(a) At a minimum, the attendees shall include but is not limited to:

(1) FBOP: Administrative Contracting Officer, Contracting Officer's Representative (COR), Facility Administrator/Manager, Architect/Engineer (if applicable), Other Personnel (Executive Staff, Captain, Safety Manager, etc.).

(2) Contractor: Project Manager, Superintendent, and technical support disciplines as appropriate (Subcontractors, Manufacturers, Suppliers, etc.).

(b) The meeting should include, but is not limited to issues such as:

Administrative Contracting Officer:

(1) Old business from previous progress meeting(s);

(2) Status of modifications, certified payrolls, submittals, requests for information (RFI);

(3) Review of payments made to date and review/approve current payment request;

(4) Status of modification proposal requests;

(5) Discuss new business.

COR:

(1) Status of escort coverage;

(2) Review gate or sallyport entrance/exit issues;

(3) Discuss other delays contractor may be experiencing;

(4) Discuss performance/quality issues.

Contractor:

(1) Review/discuss updated progress schedule;

(2) Provide 30 day outlook;

(3) Discuss other issues affecting performance.

FAO-0014 Contract Closeout Procedures (for construction contracts $150,000 or less)

Contract Closeout must be completed upon receipt of property and final payment.

Prior to payment of final invoice:

The Contractor shall submit the following documentation:

(1) Guarantees and warranties;

(2) All operation/maintenance manuals;

(3) Consent of Surety to Final Payment (AIA Document G707), if the contractor furnished a bond;

(4) Release of Claims (GSA Form 1142);

(5) Evidence of no pending labor disputes;

(6) As-built drawings/shop drawings, (if applicable);

(7) Contractor's final invoice.

AIA forms can be obtained from The American Institute of Architects at www.aiabookstore.com.

GSA forms can be obtained from the General Services Administration at www.gsa.gov (click on the "Forms Library" link).

FAO-0015 Changes

(a) Changes will be in accordance with the Changes clause 52.243-4 or Changes and Changed Conditions clause 52.243-5 whichever applies to this contract.

(b) When changes are made in the work that requires an equitable adjustment to the contract, the Contractor shall submit to the Contracting Officer, through the Contracting Officer's Representative (COR), a written proposal for adjustment of the amount of increase or decrease. With the proposal, the Contractor shall submit an itemized breakdown in at least the following detail:

(1) Material quantities and unit cost
(2) Labor costs by material item
(3) Construction equipment cost
(4) Workmen's compensation and public liability insurance
(5) Overhead
(6) Profit or commission
(7) Employment taxes (FICA and FUTA)

(c) The maximum allowable overhead, profit and commission percentages are contained below. The percentages for overhead, profit and commission shall be negotiated and may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the following:

(1) To the Contractor, on work performed by other than his own forces. The commission is 10% in the first $20,000, 7 1/2% on the next $30,000, 5% on the balance over $50,000.

(2) To the Contractor, and/or the Subcontractors for that portion of the work performed with their respective forces. The commission is 10% overhead and 10% profit on the first $20,000, 7 1/2% overhead and 7 1/2% profit on the next $30,000, and 5% overhead and 5% profit on the balance over $50,000.

Not more than three (3) percentages, not to exceed the maximum percentage amounts shown above, will be allowed regardless of the number of Subcontractors (i.e., the mark up on work subcontracted by the Subcontractor will be limited to the overhead percentage and one profit percentage in addition to the prime Contractor's commission percentage). On proposals covering both increases and decreases in the amount of the contract, overhead, profit and commission will be allowed on the net increase only.

(d) When certified cost or pricing data are required under FAR 15.403-4 for proposals over $2,000,000, the cost or pricing data shall be submitted in accordance with FAR 15.408, Table 15-2. No itemized breakdown will be required for proposals amounting to less than $1,000.

(e) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the Contracting Officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit a proposal for cost of changes in work within 30 calendar days.

(f) The Contracting Officer will consider issuing a settlement by determination to the contract, if the contractor's proposal required by paragraphs (a) and (b) of this clause is not received within 30 calendar days, or if agreement has not been reached.

(g) Where a change involves credit items only, a proper measure of the amount of downward adjustment in the contract price is the reasonable cost to the contractor if he/she had performed the deleted work. A reasonable allowance

for overhead and profit are properly includable as part of the downward adjustment for a deductive change. The amount of such allowance is subject to negotiation.

(h) Overhead and contractor's fee percentages shall be considered to include insurance other than mentioned herein, field and office supervisors and assistants, security police, use of small tools, incidental job burdens, and general home office expenses and no separate allowance will be made therefor. Assistants to office supervisors include all clerical, stenographic and general office help. Incidental job burdens include, but are not necessarily limited to, office equipment and supplies, temporary toilets, telephone and conformance to OSHA requirements. Items such as, but not necessarily limited to, review and coordination, estimating and expediting relative to contract changes are associated with field and office supervision and are considered to be included in the contractor's overhead and/or fee percentage.

(i) The Contractor shall submit with his proposal a request for time extension, if applicable.

(j) The COR shall review the proposal and check estimates in detail, utilizing unit prices where specified or agreed upon. If they are in agreement, the COR shall forward the proposal to the Contracting Officer. The Contracting Officer will forward copies to the Architect-Engineer (if applicable) and the Regional Project Manager for their review and recommendations. After their review, the Architect-Engineer and Project Manager will forward their comments to the Contracting Officer.

(k) If the Contracting Officer determines that an equitable adjustment is to be made, the contract shall be modified in writing utilizing the prescribed Standard Form 30 (Amendment of Solicitation/Modification of Contract)(SF-30). After the SF-30 has been signed by the Contractor and executed by the Contracting Officer, distribution shall be made as follows:

(1) Original: Contract file
(2) Copy to: Contractor
Regional Project Manager
Contracting Officer’s Representative (COR)
Architect-Engineer Firm (if applicable)
Accounting Supervisor
Contracting Officer

FAO-0016 Equitable Adjustments: Waiver and Release of Claims

(a) When the Contractor, after receipt of notification of a change made pursuant to the clause of this contract entitled "Changes" or after affirmation of constructive change thereunder, submits any claim for equitable adjustment under this clause, such claim shall include all types of adjustments in the total amounts to which that clause 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 (i) any adjustments to which it otherwise might be entitled under the aforesaid clause where such claim fails to request such adjustment, and (ii) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, it will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid 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.

[END OF ADDENDUM TO FAR 52.212-4]

Section 3 - List of Attachments

Identifier	Title	Number of Pages
1	Attachment 1 SOW with Drawings.pdf	
2	Attachment 2 Wage Determination PA20260002.pdf	
3	Attachment 3 Bid Bond.pdf	
4	Attachment 4 Criminal History Check Form.pdf	

Section 4 - Solicitation Provisions

Provisions By Reference

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): www.acquisition.gov		
Provision	Title	Fill-ins (if applicable)
52.203-11	Certification And Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2024)	
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (Jan 2017)	
52.204-7 (DEV)	System for Award Management-Registration (Nov 2024) (DEVIATION NOV 2025)	
52.214-34	Submission of Offers in the English Language (Apr 1991)	
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)	
52.215-20 Alt IV (DEV)	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Nov 2021) - Alternate IV (Oct 2010) (DEVIATION DEC 2025)	
52.216-1 (DEV)	Type of Contract (Apr 1984) (DEVIATION DEC 2025)	
52.222-5 (DEV)	Construction Wage Rate Requirements - Secondary Site of the Work (May 2014) (DEVIATION DEC 2025)	
52.228-1	Bid Guarantee (Sept 1996)	
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee) (Feb 2021)	

Provision	Title	Fill-ins (if applicable)
52.240-90 (DEV)	Security Prohibitions and Exclusions Representations and Certifications (DEVIATION NOV 2025)	
52.252-5	Authorized Deviations in Provisions (Nov 2020)	
2852.233-70	Protests Filed Directly with the Department of Justice (NOV 2020)	