Section	Title
Part I—The Schedule	
A	Solicitation/Contract Form
B	Prices
C	Description/Specifications/Statement of Work
D	Packaging and Marking
E	Inspection and Acceptance
F	Project Delivery
G	Contract Administration Data
H	Special Contract Requirements
Part II—Contract Clauses	
I	Contract Clauses
Part III—List of Documents, Exhibits, and Other Attachments	
J	List of Attachments
Part IV—Representations and Instructions	
K	Representations, Certifications, and other Statements of Offerors
L	Instructions, Conditions, and Notices to Offerors
M	Evaluation Factors for Award

NOTE: Be advised that the controlling law regarding certain terms and conditions of this agreement remains unsettled by the Federal judiciary at the time of award and will be enforced only to the extent permitted by law. Notice will be provided regarding the legal outcomes that impact your agreement.

52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

As prescribed in 52.107(b), insert the following clause:

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/far-overhaul (FAR clauses begin with 52)

(End of Clause)

SECTION B – PRICES (QUOTE SCHEDULE)

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Unique Entity ID (12 Digits assigned by SAM.gov) _____ CAGE Code: _____

Name and Title of Firm's Point of Contact: _____

Phone Number: _____ Email Address: _____

This requirement is for one (1) Firm Fixed Price Construction contract for pump replacement including all parts, labor, and materials in accordance with the statement of work for the Flint Hills NWR in Hartford KS.

Item no.	Item Description	Quantity	Unit of Measure	Unit Price	Total
0001	Pump Replacement	1	JB	$	$
0002	Bonding	1	EA	$	$
	TOTAL - Base				$
	TOTAL - Options				$
	GRAND TOTAL – Base plus Options				**$**

* Estimated Quantity
LS = Lump Sum
LF = Linear Feet

(End of Section B)

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

See Statement of Work – Attachment 1: 12 Pages

(End of Section C)

SECTION D – PACKAGING AND MARKING

D.1.0 PAYMENT OF POSTAGE FEES
All postage and fees related to submitting information forms, reports, etc., to the CO or the COR shall be paid by the contractor.

D.2.0 MARKING
All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the Contract Number of the contract for which the information is being submitted.

(End of Section D)

SECTION E – INSPECTION AND ACCEPTANCE

The following clauses are incorporated by reference:

52.246-12	Inspection of Construction	AUG 1996

(End of Section E)

SECTION F – PROJECT DELIVERY

F.1.0 PERIOD OF PERFORMANCE

Period of Performance will be 100 days after Notice to Proceed

The following clauses are incorporated by reference:

52.242-14	Suspension of Work	APR 1984

**The following clauses are provided in full text:

(End of Section F)

SECTION G – CONTRACT ADMINISTRATION DATA

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP) (February 2021)

Payment requests must be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov. Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

1. Invoice billed according to contract line items and rates.
2. Certified payrolls and Statement of Compliance in accordance with clause 52.222-8.
3. If the partial payment is billed and the invoice states a lump sum, the invoice shall include an itemized breakdown and narrative progress summary of the work performed during this invoice period.
4. If final payment is billed, the last invoice shall state "FINAL".
5. Contractor's Release of Claims shall be submitted with the final invoice.

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

(End of Local Clause)

(End of Section G)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

Unless otherwise specified in Section C, work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be performed on Saturday, Sunday, or Federal holidays unless authorized by the COR.

H.2.0 ENVIRONMENTAL INTERRUPTION OF WORK

H.2.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions, fire danger, or because it is impracticable to work during the winter season. The Contractor will be given a resume work order which will document the date the work suspension ends. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration. An allowance has been included in the contract time for environmental delays. The count of contract time will therefore continue during all periods of suspension due to normal weather conditions, including fire danger. The Contractor will not be entitled to additional contract time for any suspensions except to the extent that they are due to unusually severe weather conditions.

H.2.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, are discovered to be present in or adjacent to the project area.

H.3.0 DRAWINGS

H.3.1 Reduced Size Drawings. Drawings appearing in this package may be photographically reduced in size. Accordingly, measurements and dimensions should not be taken or be based on any numerical scales shown. The Contractor may request full-size drawings from the COR.

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

H.4.1 Public Law 93-291, May 24, 1974, provides for the preservation of scientific, prehistorical, and archeological data (including relics and specimens) which might otherwise be lost due to alteration of the terrain as a result of any Federal construction project.

H.4.2 The Contractor agrees that should any contractor employee, in the performance of this contract, discover evidence of possible scientific, prehistorical, historical, or archeological data the contractor will notify the Contracting Officer immediately in writing giving the location and nature of the findings.

H.4.3 Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance and/or changes in the work. If such delays and/or changes are ordered, the time of performance and contract price shall be adjusted in accordance with the applicable clauses in Section I of this contract.

H.4.4 The Contractor agrees to insert this requirement in all subcontracts which involve the performance of work on the terrain of the site.

H.5.0 SUBSTITUTION – PROCESSION OF WORK

Any proposed key personnel, minimum qualifications for incoming or replacement key personnel, subcontractors, processes, procedures or materials included in the quotation are hereby incorporated into the contract. Performance shall be limited to the personnel, qualifications, firms, procedures, and materials that were specifically identified in the RFQ response. The Contractor shall obtain the Contracting Officer's written consent before making any substitutions or changes. All substitutions or replacements shall comply with the terms and conditions of the contract.

H.6.0 ENVIRONMENTAL IMPACT

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law, including, but not limited to Executive Order 12088, 13 October 1978, Federal Compliance with Pollution Control Standards; the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 ET SEQ); the Clean Air Act as amended (42 U.S.C. Sec 7401 ET SEQ); the Endangered Species Act, as amended (16 U.S.C. Sec 1531, ET SEQ); the Toxic Substances Control Act, as amended (15 U.S.C. Sec 2601, ET SEQ); the National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ); the Solid Waste Disposal Act, as amended (42 U.S.C. 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 U.S.C. Sec 469, ET SEQ). Should the United States Government be held liable for any neglect or improper actions by the contractor or any subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

H.7.0 HAZARDOUS MATERIALS

Any material suspected of being hazardous that is unexpectedly encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a contract modification may be required, subject to equitable adjustment under the terms of the contract. The contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas. Friable asbestos-containing material is any material that contains more than one percent asbestos by weight, and that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos containing

materials are materials in which asbestos fibers are bound by a matrix material, saturation, impregnation or coating.
Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition, or other similar activities. 29 CFR 1910.1001 shall be referenced in the event asbestos-containing materials are encountered. Friable asbestos-containing materials are not authorized for use in new construction or maintenance projects.

H.8.0 GREEN PROCUREMENT REQUIREMENTS

In the performance of this construction contract, the Contractor shall make maximum use of products identified on the mandatory environmental purchasing list at the following links, as applicable:

- U.S. EPA Comprehensive Procurement Guidelines published at *www.epa.gov/cpg/products.htm*.
- USDA Biobased product listings published at *www.biopreferred.gov*.
- Energy Star® product listings published at *www.energystar.gov/products*.
- FEMP Low Standby Power product listings published at *http://energy.gov/eere/femp/covered-product-categories*

Contractor shall comply with all reporting requirements of the following clauses/provisions when applicable (See Clause and Provision sections):

- 52.223-1 Biobased Product Certification
- 52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts
- 52.223-4 Recovered Material Certification
- 52.223-9 Estimate of Percentage of Recovered Material Content for EPA Designated Items

H.9.0 UNAUTHORIZED PERSONNEL

The contractor shall inform all personnel working under their jurisdiction (including subcontractor and visiting supplier personnel) that access to restricted areas outside of the immediate work area; excluding direct haul and access routes, contracting and Civil Engineering offices and points of supply and storage; is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above will be apprehended and appropriately disciplined.

H.10.0 DAVIS-BACON WAGE RATES APPLICABLE TO TRUCK DRIVERS

29 CFR 5.2(j) limits coverage of construction contractor or subcontractor employees performing as truck drivers under the Davis-Bacon Act (FAR 52.222-6) to only their time spent directly upon the "site of the work" or when hauling between the site of the work and a facility which is dedicated to and located in the proximity of the actual construction location. Other transportation of materials or supplies to or from the site of work by employees of the construction contractor or subcontractor is not “construction” at the site of work and accordingly is not subject to the Davis-Bacon Act.

H.11.0 FIRE DANGER SEASON

If the COR allows the Contractor to continue work during periods of declared fire danger or season, the Contractor shall comply with all applicable state laws relating to fire prevention and with all special conditions of work as directed by the COR.

(End of Section H)

SECTION I – CONTRACT CLAUSES

The following clauses are incorporated by reference:

Clause	Title	Date
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-12	Limitation On Payments to Influcence Certain Federal Transactions	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-19	Incorporation By Reference of Representations and Certifications	DEC 2014
52.215-8	Order of Precedence-uniform Contract Format	APR 2026
52.232-16	Progress Payments	APR 2026
52.222-1	Notice to the Government of Labor Disputes Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
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	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.225-9	Buy American—Construction Materials	Apr 2026
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
52.228-11	Individual Surety – Pledges of Assets	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	DEC 2022
52.228-13	Alternative Payment Protections	JUL 2000
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds-Construction	JUN 2020
52.232-5	Payments Under Fixed-Price Construction Contracts	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 2018
52.232-39	Clause for unenforceability of unauthorized obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-1	Disputes	APR 2026
52.233-3	Protest After Award	APR 2026
52.233-4	Applicable Law for Breach of Contract Claim	APR 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services	OCT 2025

52.246-21	Warranty of Construction	MAR 1994
52.247-63	Preference for U.S.-Flag Air Carriers	JAN 2025
52.249-10	Default (Fixed-Price Construction)	APR 1984

The following clauses are provided in full text:

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (DEVIATION MAR 2026)

As prescribed in 4.208(e) insert the clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

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

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

(vii) Subcontractor's physical address.
(viii) Subcontractor's primary performance location.
(ix) The prime contract number, and order number if applicable.
(x) Awarding agency name and code.
(xi) Funding agency name and code.
(xii) Government contracting office code.
(xiii) The applicable North American Industry Classification System code.
(3) Executive compensation of the first-tier subcontractor. The Contractor shall report by the end of the month following the month of award of a first-tier subcontract award and annually thereafter (calculated from the prime contract award date) the names and total compensation of each of the five most highly compensated executives for that subcontractor in the subcontractor's preceding completed fiscal year, if—
(i) In the subcontractor's preceding fiscal year, the subcontractor received—
(A)80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and
(B)$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and
(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (see http://www.sec.gov/answers/execomp.htm).
(d) *Restriction*. The Contractor shall not split or break down subcontracts to a value below the threshold at the Federal Acquisition Regulation 4.208(e), on the date of subcontract award, to avoid the reporting requirements in paragraph (c) of this clause.
(e) *Duration*. Continued reporting on first-tier subcontracts is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after a first-tier subcontract expires.
(f) *Exceptions.*
(1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.
(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.
(g) *Prepopulated data*. The Subcontract Reports in SAM will prepopulate with some information from SAM and the Federal Procurement Data System (FPDS). If the FPDS information is incorrect, the Contractor should notify the Contracting Officer. If the SAM information is incorrect, the Contractor is responsible for correcting this information.

(End of clause)

52.204-13 System for Award Management—Maintenance (OCT 2018) (DEVIATION MAR 2026)
As prescribed in 4.208(b)(2), use the clause:
(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)

Alternate I (OCT 2018). As prescribed in 4.208(b)(2), replace paragraph (b) of the basic clause with the following paragraph (b):

(b) *Active registration*.

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

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

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

(End of Clause)

52.204-14 Service Contract Reporting Requirements (OCT 2016) (DEVIATION MAR 2026)

As prescribed in 4.208(f)(2), insert the clause:

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

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

(b) *Requirement*. The Contractor shall report, according to paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) *Report elements*. The Contractor shall report the following information:

(1) Contract number and, as applicable, order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) *Remedies*. The Contractor shall submit the information required in paragraph (c) of this clause in the System for Award Management (SAM) at https://www.sam.gov (see SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under the Federal Acquisition Regulation part 42.

(e) *Review*. Agencies will review Contractor-reported information for reasonableness and consistency with available contract information. If the agency believes that revisions to the Contractor's reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or put its reason in writing for the agency.

(f) *First-tier subcontracts.*

(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.303(b), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall tell the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(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) (DEVIATION MAY 2026)
As prescribed in 9.409 , insert the clause
(a) *Definition*. As used in this clause—
Commercially available off-the-shelf (COTS) item
(1) Means any item of supply (including construction material) that is–
(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in 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 a compelling reason exists to do so.
(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded by the Federal Government.
(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:
(1) The name of the subcontractor.
(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.
(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.
(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.
(e) *Subcontracts*. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—
(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and
(2) Is not a subcontract for commercially available off-the-shelf items.
(End of clause)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (NOV 2015) (DEVIATION MAY 2026)
As prescribed in 9.108-6(b), insert the clause:

(a) *Definitions*. As used in this clause-
Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
Subsidiary means an entity in which more than 50 percent of the entity is owned—
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.
(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, applicable law may prohibit the Government from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.
(c) Exceptions to this prohibition are located at 9.108-3.
(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

52.213-4 Terms and Conditions—Simplified Acquisitions (Noncommercial) (OCT 2025) (DEVIATION MAR 2026)
As prescribed in 13.204(b), insert the clause:
(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—
(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
(b) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—
(1) Notify the Contracting Officer in writing as soon as possible;
(2) Remedy the delay as quickly as possible; and
(3) Notify the Contracting Officer when the occurrence is over.
(c) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's

records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
(d) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
(e) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.219-6 Notice of Total Small Business Set-Aside (NOV 2020) (DEVIATION JAN 2026)
As prescribed in 19.104-3(a), insert the clause:
(a) *Definition*. *Small business concern*, as used in this clause—
(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
(2) *Affiliates*, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.
(b) *Applicability*. This clause applies only to-
(1) Contracts that have been set aside for small business concerns; and
(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.4 and 16.5.
(c) *General*.
(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

52.222-4 Contract Work Hours and Safety Standards -Overtime Compensation (MAY 2018) (DEVIATION MAY 2026)
As prescribed in 22.301-2, insert the clause:
(a) *Overtime requirements*. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.301-1) must require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
(b) *Violation; liability for unpaid wages; liquidated damages*. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate specified at 29 CFR 5.5(b)(2) per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37). In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(c) *Withholding for unpaid wages and liquidated damages*. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.
(d) Payrolls and basic records.
(1) The Contractor and its subcontractors must maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and must make them available to the Government until 3 years after contract completion. The records must contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.
(2) The Contractor and its subcontractors must allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also must allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.
(e) *Subcontracts*. The Contractor must insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor must be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.
(End of clause)

52.222-6 Construction Wage Rate Requirements (AUG 2018) (DEVIATION MAY 2026)
As prescribed in 22.402-4(a)(1), insert the clause:
(a) *Definition.*—"Site of the work"—
(1) Means—
(i) *The primary site of the work*. The physical place or places where the construction called for in the contract will remain when work on it is completed; and
(ii) *The secondary site of the work, if any*. Any other site where a significant portion of the building or work is constructed, provided that such site is-
(A) Located in the United States; and
(B) Established specifically for the performance of the contract or project;
(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided-
(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and
(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;
(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.
(b)

(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work must be effective from the first day on which work under the contract was performed at that site and must be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work must be paid in accordance with the wage determination applicable to the primary site of the work.
(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.
(3) Such laborers and mechanics must be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) must be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.
(c)
(1) The Contractor must complete and submit to the Contracting Officer the Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, if any class of laborers or mechanics that is not listed in the wage determination applicable to the contract is to be employed under the contract. Upon receipt of a complete SF 1444, the Contracting Officer will submit a report to the Administrator, Wage and Hour Division, for approving, modifying, disapproving, or rendering a final determination, of the additional classification and wage rate including any amount designated for fringe benefits.
(2) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraph (c) of this clause must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor must either pay the benefit as stated in the wage determination or must pay another bona fide fringe benefit or an hourly cash equivalent thereof.
(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-11 Subcontracts (Labor Standards) (MAY 2014) (DEVIATION MAY 2026)
As prescribed in 22.402-4(a)(6), insert the clause:
(a) *Definition.* "Construction, alteration or repair," as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation-
(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
(2) Painting and decorating;
(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the FAR clause at 52.222-6, Construction Wage Rate Requirements of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of the work" definition; and
(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).
(b) The Contractor must insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled-
(1) Construction Wage Rate Requirements;
(2) Contract Work Hours and Safety Standards-Overtime Compensation (if the clause is included in this contract);
(3) Apprentices and Trainees;
(4) Payrolls and Basic Records;
(5) Compliance with Copeland Act Requirements;
(6) Withholding of Funds;
(7) Subcontracts (Labor Standards);
(8) Contract Termination-Debarment;
(9) Disputes Concerning Labor Standards;
(10) Compliance with Construction Wage Rate Requirements and Related Regulations; and
(11) Certification of Eligibility.
(c) The prime Contractor must be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).
(d)
(1) Within 14 days after award of the contract, the Contractor must deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.
(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor must deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.
(e) The Contractor must insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.
(End of clause)

52.222-19 Child Labor-Cooperation with Authorities and Remedies (JAN 2025) (DEVIATION MAY 2026)
As prescribed in 22.1502-2(a)(2), insert the clause
(a) *Applicability*. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in-

(1) Israel, and the anticipated value of the acquisition is $50,000 or more;
(2) Mexico, and the anticipated value of the acquisition is $105,767 or more; or
(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $174,000 or more.
(b) *Cooperation with Authorities*. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.
(c) *Violations*. The Government may impose remedies set forth in paragraph (d) for the following violations:
(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.
(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)
(d) Remedies.
(1) The Contracting Officer may terminate the contract.
(2) The suspending and debarring official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.
(3) The suspending and debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

(End of clause)

52.222-20 Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) (DEVIATION MAY 2026)
As prescribed in 22.601-5, insert the clause in solicitations and contracts:
If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed the threshold specified in Federal Acquisition Regulation 22.601-1 on the date of award of this contract, and is subject to 41 U.S.C. chapter 65, the following terms and conditions apply:
(a) All stipulations required by 41 U.S.C. chapter 65 and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
(b) All employees whose work relates to this contract must be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and workers with disabilities may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under section 14 of the Fair Labor Standards Act (41 U.S.C. 6508).

(End of clause)

52.222-35 Equal Opportunity for Veterans (JUN 2020) (DEVIATION MAY 2026)
As prescribed in 22.1302-2(a)(1), insert the clause
(a) *Definitions*. As used in this clause-
"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.
(b) Equal opportunity requirements. The Contractor must abide by the requirements of 38 U.S.C. 4212(a)(1) and (2). These requirements prohibit discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
(c) Subcontracts. The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.
(End of clause)

52.222-37 Employment Reports on Veterans (JUN 2020) (DEVIATION MAY 2026)
As prescribed in 22.1302-2(b), insert the clause
(a) *Definitions.* As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.
(b) Unless the Contractor is a State or local government agency, the Contractor must report at least annually, as required by the Secretary of Labor, on-
(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);
(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and
(3) The maximum number and minimum number of employees of the Contractor or subcontractor during the period covered by the report.
(c) The Contractor must report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at http://www.dol.gov/vets/vets4212.htm).
(d) The Contractor must file VETS-4212 Reports no later than September 30 of each year.
(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause must reflect total new hires, and maximum and minimum number of employees, during the most recent 12–month period preceding the ending date selected for the report.
(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.
(g) The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(b) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

52.222-50 Combating Trafficking in Persons (OCT 2025) (DEVIATION MAY 2026)
As prescribed in 22.1703-2(a)(1), insert the clause:
(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 must not—
(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;
(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
(6) Charge employees or potential employees recruitment fees;
(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—
(ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is—
(A) Legally permitted to remain in the country of employment and who chooses to do so; or
(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the employee at least five days prior to the employee relocating. The employee's work document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.
(c) *Contractor requirements*. The Contractor must-
(1) Notify its employees and agents of-
(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.
(d) *Notification.*

(1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of—
(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.
(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.
(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—
(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
(2) Requiring the Contractor to terminate a subcontract;
(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
(5) Declining to exercise available options under the contract;
(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
(7) Suspension or debarment.
(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:
(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.
(g) *Full cooperation*.
(1) The Contractor must, at a minimum—
(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and must not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-
(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or
(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
(h) *Compliance plan*.
(1) This paragraph (h) applies to any portion of the contract that—
(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
(ii) Has an estimated value that exceeds $700,000.
(2) The Contractor must maintain a compliance plan during the performance of the contract that is appropriate—
(i) To the size and complexity of the contract; and
(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:
(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at 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 employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
(4) *Posting*.
(i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.
(ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.
(5) *Certification*. Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that—
(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
(ii) After having conducted due diligence, either—
(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.
(i) *Subcontracts*.

(1) The Contractor must include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—
(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
(ii) Has an estimated value that exceeds $700,000.
(2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

(End of clause)

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

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

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

Document Title	Document may be obtained from:	Applies to perfor
_____	_____	_____
_____	_____	_____

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

52.222-90 Addressing DEI Discrimination by Federal Contractors (MAY 2026) (DEVIATION MAY 2026)
As prescribed in 22.2203, insert the clause:

(a) *Definitions*. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.
(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;
(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

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

(End of clause)

52.228-15 – PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)

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

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds*. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25)*. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.
(2) *Payment Bonds (Standard Form 25A)*. The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds*. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.
(d) *Surety or other security for bonds*. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of the Treasury,
Financial Management,
Service Surety Bond Branch,
3700 East West Highway,
Room 6 F01,
Hyattsville, MD 20782.
Or via the internet at http://www.fms.treas.gov/c570/.

(e) *Notice of subcontractor waiver of protection* (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.236-2 Differing Site Conditions (APR 1984) (DEVIATION JAN 2026)
As prescribed in 36.101-7(a), insert the clause:
(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of
(1) Latent physical conditions or subsurface conditions at the site which differ materially from those indicated in this contract; or
(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
(b) (1) The Contracting Officer will investigate the site conditions promptly after receiving such a notice.
(2) If the conditions materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract an equitable adjustment must be made under this clause.
(c) No request for an equitable adjustment to the contract under this clause will be allowed, unless the Contractor has given the written notice required.
(d) No request for an equitable adjustment to the contract for differing site conditions will be allowed if made after final payment under this contract.

(End of clause)

52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984) (DEVIATION JAN 2026)
As prescribed in 36.101-7(a), insert the clause:
(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including—
(1) Conditions bearing upon transportation, disposal, handling, and storage of materials;
(2) The availability of labor, water, electric power, and roads;
(3) Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
(4) The conformation and conditions of the ground; and
(5) The character of equipment and facilities needed preliminary to and during work performance.
(b) The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating

properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.
(c) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 Material and Workmanship (APR 1984) (DEVIATION JAN 2026)
As prescribed in 36.101-7(b), insert the clause:
(a) (1) Equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract.
(2) References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.
(3) The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
(b) The Contractor shall obtain the Contracting Officer's approval of the machinery, mechanical, and other equipment to be incorporated into the work.
(1) When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment.
(2) When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work.
(i) When requesting approval, the Contractor shall provide appropriate and required information concerning the material or articles.
(ii) When directed to do so, the Contractor shall submit samples for approval at the Contractor’s expense, with shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval are installed or used at the risk of subsequent rejection.
(c) Work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 Superintendence by the Contractor (APR 1984) (DEVIATION JAN 2026)
As prescribed in 36.101-7(a), insert the clause:
During performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 Permits and Responsibilities (NOV 1991) (DEVIATION JAN 2026)
As prescribed in 36.101-7(c), insert the clause:
(a) The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work.

(b) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence.
(c) The Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 Other Contracts (APR 1984) (DEVIATION JAN 2026)
As prescribed in 36.101-7(a), insert the clause:
(a) The Government may award other contracts for work at or near the site of the work under this contract. The Contractor shall cooperate and coordinate with—
(1) Other contractors; and
(2) Government employees.
(b) The Contractor shall adapt scheduling and performance of the work under this contract to accommodate the performance of other contractors. The Contractor’s scheduling and performance shall not delay or interfere with the performance of work by other contractors or Government employees.

(End of clause)

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984) (DEVIATION JAN 2026)
As prescribed in 36.101-7(a), insert the clause:
(a) The Contractor shall preserve and protect structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed, and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so. If any limbs or branches of trees are broken during contract performance, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
(b) The Contractor shall protect from damage and, in the event of damage resulting from non-compliance with this contract or failure to exercise reasonable care in performing the work, shall promptly repair existing improvements and utilities at or near the work site, on adjacent property of a third party, and on or near transportation paths and routes. The Contractor shall repair any damage, including those that are the property of a third party.
(c) If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 Operations and Storage Areas (APR 1984) (DEVIATION JAN 2026)
As prescribed in 36.101-7(a), insert the clause:
(a) The Contractor shall confine all activities and operations on site to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
(b)
(1) Temporary buildings (*e.g.*, storage sheds, shops, offices) and utilities—
(i) May be erected by the Contractor only with the approval of the Contracting Officer; and
(ii) Shall only be built with labor and materials furnished by the Contractor without additional expense to the Government.
(2) The temporary buildings and utilities are the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.

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

(End of clause)

52.236-11 Use and Possession Prior to Completion (APR 1984) (DEVIATION JAN 2026)
As prescribed in 36.101-7(d), insert the clause:
(a) The Government has the right to take possession of or use any completed or partially completed part of the work.
(1) Before taking possession of or using any work, the Contracting Officer will furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use.
(2) Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract.
(3) The Government's possession or use shall not be deemed an acceptance of any work under the contract.
(b) (1) While the Government has such possession or use, the Contractor is relieved of the responsibility for the loss of or damage to the work resulting from the Government’s possession or use, notwithstanding the terms of the clause in this contract entitled “Permits and Responsibilities”.
(2) If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 Cleaning Up (APR 1984) (DEVIATION JAN 2026)
As prescribed in 36.101-7(a), insert the clause:
(a) The Contractor shall keep the work area, including storage areas, in a clean, neat, orderly condition, and free from accumulations of waste materials.
(b) Before completing the work, the Contractor shall remove from the site any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government.

(End of clause)

52.236-13 Accident Prevention (NOV 1991) (DEVIATION JAN 2026)
As prescribed in 36.101-7(e), insert the clause:
(a) The Contractor shall provide and maintain work environments and procedures that—
(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
(2) Avoid interruptions of Government operations and delays in project completion dates; and
(3) Control costs in the performance of this contract.
(b) In addition, for contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall—
(1) Provide appropriate safety barricades, signs, and signal lights;
(2) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910 ; and
(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
(d) (1) If the Contracting Officer becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer will notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action.
(2) This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required.
(3) After receiving the notice, the Contractor shall immediately take corrective action.
(4) If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken.
(5) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop-work order issued under this clause.
(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts.

(End of clause)

Alternate I (Nov 1991). If the contract will involve (a) work of a long duration or hazardous nature, or (b) performance on a Government facility that on the advice of technical representatives involves hazardous materials or operations that might endanger the safety of the public and/or Government personnel or property, add the following paragraph (f) to the basic clause:

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

52.236-14 Availability and Use of Utility Services (APR 1984) (DEVIATION JAN 2026)

As prescribed in 36.101-7(f), insert the clause:
(a) The Government will make all reasonably required utilities available to the Contractor from existing outlets and supplies, as specified in the contract.
(b) Unless otherwise provided in the contract, the Contractor shall pay for all utility costs.
(c) The Contractor, at its expense and in a workmanlike manner, shall install and maintain all necessary temporary connections, distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges.
(d) Before final acceptance by the Government, the Contractor shall remove the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

52.236-16 Quantity Surveys (APR 1984) (DEVIATION JAN 2026)

As prescribed in 36.101-7(h), insert the clause:
(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.
(1) The Government will conduct the original and final surveys and make the computations based on them.
(2)

(i) The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys.
(ii) All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.
(b) Upon completing a survey, the Contractor shall promptly provide the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, which may be used by the Contracting Officer to determine the amount of progress payments.
(c) The Contractor shall retain copies of all such material furnished to the Contracting Officer.

(End of clause)

Alternate I (APR 1984). If it is determined at a level above that of the Contracting Officer that it is impracticable for Government personnel to perform the original and final surveys, and the Government wishes the Contractor to perform these surveys, substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b) The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

52.236-17 Layout of Work (APR 1984) (DEVIATION JAN 2026)

As prescribed in 36.101-7(i), insert the clause:
(a) The Contractor shall lay out its work from Government-established base lines and benchmarks provided on the drawings.
(b) The Contractor shall be responsible for all measurements in connection with the layout.
(c) The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required for the layout.
(d) The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer.
(e)
(1) The Contractor shall be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them.
(2) If such marks are destroyed by the Contractor, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

52.236-21 Specifications and Drawings for Construction (APR 1984) (DEVIATION JAN 2026)

As prescribed in 36.101-7(k), insert the clause:
(a) The Contractor shall keep at the site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto.
(b) Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.
(1) In case of difference between drawings and specifications, the specifications shall govern.
(2) In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing.
(3) Any adjustment by the Contractor without such a determination shall be at its own risk and expense.
(c) The Contracting Officer will furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(d) (1) Words, such as, “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import when used, in the specifications or on the drawings are intended to mean the “direction”, “requirement”, “order”, “designation”, or “prescription”, of the Contracting Officer.
(2) Words, such as, “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by”, or ‘acceptable to”, or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.
(e) Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place”, that is “furnished and installed”.
(f) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
(g) (1) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review.
(2) Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission.
(h) The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor.
(1) Any work done before such approval shall be at the Contractor's risk.
(2) Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with paragraph (i) of this clause.
(i)
(1) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission.
(2) If the Contracting Officer approves any such variation, the Contracting Officer will issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
(j) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

Alternate I (APR 1984). When record shop drawings are required and reproducible shop drawings are needed, add the following sentences to paragraph (j) of the basic clause:
Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.
Alternate II (APR 1984). When record shop drawings are required and reproducible shop drawings are not needed, the following sentences shall be added to paragraph (j) of the basic clause:
Upon completing the work under this contract, the Contractor shall furnish _____ *[Contracting Officer complete by inserting desired amount]* sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

(End of Clause)

(End)

52.243-5 Changes and Changed Conditions (APR 1984) (DEVIATION OCT 2025)
As prescribed in 43.305(e), insert the clause:
(a) The Contracting Officer may order changes in the drawings and specifications within the scope of the contract in writing.
(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.
(c) If changes under paragraph (a) of this clause or conditions under paragraph (b) of this clause increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d) of this clause) upon submittal of a proposal for adjustment (hereafter referred to as proposal) by the Contractor before final payment under the contract.
(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) of this clause unless—
(1) The Contractor has submitted the required written notice and the Contracting Officer has received the notice; or
(2) The Contracting Officer waives the requirement for written notice.
(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.
(End of clause)

52.253-1 Computer Generated Forms (JAN 1991) (DEVIATION MAY 2026)
As prescribed in FAR53.111 , insert the clause:
(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)

1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011)
(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
(c) The COR is not authorized to perform, formally or informally, any of the following actions:
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.
(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

1452.203-70 Restrictions on Endorsements. Restriction on Endorsements - Department of the interior (JUL 1996)
The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.
(End of clause)

(End of clause)

1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011)
(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
(c) The COR is not authorized to perform, formally or informally, any of the following actions:
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

1452.203-70 Restrictions on Endorsements. Restriction on Endorsements - Department of the interior (JUL 1996)
The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

1452.215-70 Examination of Records by the Department of the Interior. Examination of Records by the Department of the Interior (APR 1984)
For purposes of the Examination of Records by the Comptroller General clause of this contract (FAR 52.215-1), the Secretary of the Interior, the Inspector General, and their duly authorized representative(s) from the Department of the Interior shall have the same access and examination rights as the Comptroller General of the United States.

(End of clause)

(End of Section I)

SECTION J – LIST OF ATTACHMENTS

1. Statement of Work, Flint Hills NWR – 16 pages
2. Davis-Bacon Act Wage Determination – KS20260020 4 Pages

(End of Section J)

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

The following clauses are incorporated by reference:

52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2024
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
52.215-1	Instructions to Offerors-Competitive Acquisition	APR 2026
52.223-4	Recovered Material Certification	MAY 2008

NOTE for SAM Representations: System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency. Contracting officers will not consider representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

*NOTE: The following provisions are provided in full text:

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016) As prescribed in 9.104-7(d), insert the following provision:

(a)As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that–

(1)Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2)Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b)The Offeror represents that–

(1)It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2)It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

(End of Section K)

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1.0 GENERAL. This Request for Quotation (RFQ) is set aside for small business concerns. An award notice will be posted on the Government Point of Entry website located at sam.gov upon award. The award notice will include the awardee's name and address and total award amount.

L.1.1 CHECKLIST. In order for a quote to be considered responsive, the quoter shall submit the information listed in the checklist below. Failure to submit all of the required information prior to the closing of the solicitation (see Block 8 of the SF 1442) will result in the quote not being considered for award.

Quote Submission Checklist: Respondents Initials of Items Included in Submission

1. Completed SF 1442 (Blocks 14 thru 20C). 1._____
2. Signed Amendment(s)- SF30s (if Applicable) 2. _____
3. Pricing for Items on the Quote Schedule (Section B) 3._____
4. Bid Bond 4._____
5. Representation and Certifications 5. _____
   i. *Provision does not need to be filled out if information is already entered into the System for Award Management (SAM.gov). If information is already entered into SAM, please state so.*

L.1.2 Electronic Response. The quotation MUST be electronically submitted via e-mail to Thomas_ikner@ios.doi.gov

Please label email subject with the quotation # "140FGA26Q0048_Flint Hills NWR"

L.1.3 Requests for Information. Questions regarding this solicitation must be submitted in writing to Theo Ikner via e-mail to Thomas_ikner@ios.doi.gov by 8/14/2026, 1200 EST.

L.2.0 QUOTATION INSTRUCTIONS.

L.2.1 FORMAT AND CONTENT

L.2.1.1 Submit the completed Standard Form 1442 and all acknowledged amendments, if any.

L.2.1.2 Evaluation Factor, Price. The Respondent shall submit a completed Quote Schedule (Section B). The Respondent shall enter unit prices and extended totals for each item listed in the Quote Schedule. The line item price shall include all necessary supervision, management, labor, transportation, equipment, materials, any other direct incidental costs, overhead and profit.

L.2.1.3 Evaluation Factor, Technical Capability/Project Schedule:

Factor 1 Technical Capability/Project Schedule: Provide three examples of projects similar in size, scope, and complexity completed within the last five years. The brief description shall include the project title, location, and description of the work completed. To be considered "similar", a project must have been for construction services for roofing replacements. A draft project schedule showing the timeline of the project to be completed withing the 90 period of performance shall be included.

L.2.1.4 The Respondent shall complete and submit all applicable Representations, Certifications and Other Statements of Offerors. In accordance with FAR 4.1201, representations and certifications shall be submitted to the System for Award Management (www.sam.gov) and updated at least annually to ensure they are kept current, accurate, and complete.

L.2.1.5 Executed Bid Guarantee in accordance with provision 52.228-1, if required.

**The following provision is incorporated by reference:

Provision	Title	Date
52.228-1	Bid Guarantee	SEP 1996
52.228-17	Individual Surety Pledge of Assets	FEB 2021

**The following provisions are provided in full text:

52.216-1 – TYPE OF CONTRACT (APR 2026)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of provision)

52.225-10 – NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
(ii) May be accepted if revised during negotiations.

(End of provision)

52.228-1 – BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.,* bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-
(1) To unsuccessful bidders as soon as practicable after the opening of bids; and
(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
(c) The amount of the bid guarantee shall be __*20*__ percent of the bid price or $_*70,0000*___, whichever is less.
(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of Provision)

52.223-1 Biobased Product Certification (MAY 2024) (DEVIATION MAY 2026)

As prescribed in 23.108(c)(1), insert the provision:
As required by the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8101(4)) and the Energy Policy Act of 2005 (7 U.S.C. 8102(a)(2)(F)), the Offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture at https://www.biopreferred.gov/resources/categories.html 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)

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):

Federal Acquisition Regulation: https://www.acquisition.gov/far/
Department of the Interior Acquisition Regulation (CFR, Title 48, Chapter 14): http://www.ecfr.gov/cgi-bin/text-idx?SID=46fff09635987db3af784ea3c7efc2e0&mc=true&tpl=/ecfrbrowse/Title48/48cfrv5_02.tpl#1400

(End of provision)

52.236-27 – SITE VISIT (CONSTRUCTION) (FEB 1995)

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

If an organized site visit will be conducted, substitute a paragraph substantially the same as the following for paragraph (b) of the basic provision:

(b) An organized site visit has been scheduled for --

August 4th, 2026 @ 8 AM – 11 AM EDT

(c) Participants will meet at the Flint Hills NWR, 530 W Maple Rd, Jartford, KS. Please contact the Contracting Officer, Theo Ikner, Thomas_ikner@ios.doi.gov and TJ Cooper @ tj_cooper@fws.gov to be added to the site visit list and for the meeting information.

(End of Provision)

(End of Section L)

SECTION M – EVALUATION FACTORS FOR AWARD

M.1.1 Award without Discussion

The Government intends to evaluate proposals and award a contract without discussions with offerors. Therefore, each initial offer should contain the offeror's best terms from a price standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. (See Provisions FAR 52.215-1, Instructions to Offerors – Competitive Acquisitions) A written notice of award or acceptance of an offer, mailed or otherwise 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.

Offerors are cautioned to submit sufficient information and in the format specified in Section L. Communication conducted to resolve minor or clerical errors would not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.

M.1.2 Evaluation Approach

This award will be made based off of Lowest-Price Technically Acceptable (LPTA) as detailed in FAR 15.101-2. The LPTA process is a simplified best value source selection strategy that permits the best value to result from the selection of the technically acceptable proposal with the lowest price. While evaluating quotes utilizing LPTA, price and technical are the two evaluation factors. Price and Technical Acceptability when evaluated are weighted equally.

All proposals received will first be ranked by price and evaluated for price reasonableness from lowest price to highest price. The lowest priced offereor will be evaluated to determine technical acceptability. The technical portion of the proposal will be rated as either “acceptable” or “unacceptable”. If the lowest priced offer is determined to be technically acceptable, the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers. If the lowest priced offeror is not considered technically acceptable, the next lowest priced offeror will be evaluated, and the process will continue (in order by price) until an offeror is determined to be technically acceptable or until all offerors are evaluated.

The Government reserves the right to conduct discussions with any or all offerors and request Final Proposal Revisions if the Contracting Officer determines this to be necessary. However, the offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

M.1.3 Factors to be Evaluated

The following evaluation factors will be used to evaluate each proposal:

FACTOR 1 – Technical Capability/Progress Schedule

FACTOR 2 – PRICE

Evaluation of the offeror’s proposal shall address each factor as it applies to the statement of work, specifications and drawings. A detailed explanation of the criteria for the evaluation is set forth in below. An offer will receive an ‘Acceptable’ rating if it meets the minimum requirements of all evaluation factors described below.

M.2.0 Evaluation Factors

Factor 1 Technical Capability/Project Schedule: Provide three examples of projects similar in size, scope, andcomplexity completed within the last five years. The brief description shall include the project title, location, and description of the work completed. To be considered "similar", a project must have been for construction

services for roofing replacements. A draft project schedule showing the timeline of the project to be completed withing the 90 period of performance shall be included

The offeror shall provide a Proposed Progress Schedule, which shows how the solicitation requirements will be accomplished. Include pre-construction submittals and ordering of long-lead items, any needed permits, mobilization, construction, and closeout actions required in accordance with the project specifications and drawings. Show all the phases of the project, and clearly identify all major activities together with milestone events.

Documentation submitted may include but will not necessarily be limited to: organizational charts, resumes, professional qualifications, previous collaborations and certifications necessary for satisfactory performance of required services and construction.

(End of Section M)