

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 33330226RT0010015	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	3. DATE ISSUED 09/14/2026	PAGE OF PAGES 1 139

IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY SMITHSONIAN INSTITUTION MRC 1200 PO Box 37012 Washington DC 20013-7012	CODE OCON	8. ADDRESS OFFER TO Office of Contracting and Personal Property M MRC 1200, PO Box 37012 Washington, DC 20013-7012	
9. FOR INFORMATION CALL: 	a. NAME Virginia Chan	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-633-7253	

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

This Request for Proposals (RFP) is for Smithsonian Institution's National Zoological Park (NZP) Construction of Phase 2 - Habitats & Animal Care Building for the Arabian Leopard Facility (ALF) (SF Project # 2533105), located at 3001 Connecticut Ave NW, Washington, DC 20008. Phase 1 - Early Site was solicited previously from IDIQ Contractors, has been awarded, and is in progress. At the conclusion of Phase 1, the successful offeror will be expected to take over responsibility from the Phase 1 General Contractor for site logistics and overlapping scope, including, but not limited to, the laydown area, erosion and sediment control (E&S) measures, the sound wall, and temporary utilities. The Contractor receiving the award shall provide all supervision, labor, materials and equipment necessary to perform construction services to complete the work as described in this RFP below and the Contract Documents (as defined in Section B of this RFP), including, without limitation, the Drawings and Specifications for SF Project No. 2533105 dated June 15, 2026, attached hereto as Appendix 1-2. All work shall be done in accordance with applicable codes and regulations.

This RFP consists of the following: This Standard Form 1442;
Sections A-M, p. 1-139;

Continued ...

11. The Contractor shall begin performance <u>10</u> calendar days and complete it within <u>578</u> calendar days after receiving <u>Specs dated 06/15/2026</u> .)	
☐ award, ☒ notice to proceed. The performance period is ☒ mandatory ☐ negotiable. (See	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.)	12b. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>1500</u> (hour) local time <u>11/13/2026</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee ☐ is, ☒ is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected .	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than item 14.)
CODE	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
--	----------------	-----------------

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) () ☐ 41 U.S.C. 253(c) ()
26. ADMINISTERED BY CODE	27. PAYMENT WILL BE MADE BY	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,	☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print) Thomas Dempsey
30b. SIGNATURE	30c. DATE
31b. UNITED STATES OF AMERICA	
BY	
31c. DATE	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

33330226RT0010015

PAGE

OF

3

139

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All Contract Documents (as defined in Section B below), including, without limitation, the Specifications and Drawings attached hereto as Appendix 1-2; All other documents and attachments listed in Section J of this RFP below. The following firms have been prequalified in Solicitation No. 33330226RT0010005 to advance to Step Two for technical and pricing evaluation under Request for Proposal No. 33330226RT0010015. Offers will only be accepted from these prequalified firms: Grunley 15020 Shady Grove Road, Suite 500 Rockville, MD 20850 Consigli 1825 K Street, Suite 1000 Washington, DC 20006 The Whiting-Turner Contracting Company 4600 River Road, Suite 200 College Park, MD 20737 PRE-BID TOUR OF THE SITE The Pre-proposal meeting is scheduled for Friday, September 18, 2026, at 9 AM. Offerors must confirm their participation in the site tour with Virginia Chan at ChanVC@si.edu and with the COTR, Ryan Swanier, at SwanierR@si.edu. The starting point will be Bus Lot Entrance, National Zoological Park, 3001 Connecticut Ave, NW, Washington, DC 20008. REQUEST FOR CLARIFICATIONS It is desired that all questions/clarifications be sent in, sequentially numbered for example first questions 1,2,3, second set of questions 4,5, 6, etc. in word format to ChanVC@si.edu. It is requested that all questions be sent in no later than September 30, 2026, at 3PM EST. Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
33330226RT0010015

PAGE 4 OF 139

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	SUBMISSION REQUIREMENTS Submit proposals in PDF format as follows: one PDF for the Technical proposal, one PDF for the Cost proposal, and one PDF for the Subcontracting Plan. Upload these documents to Dropbox using the provided link: https://www.dropbox.com/request/WjDoOyI1YLjWVLZVx4SD THE PROPOSAL DUE DATE IS FRIDAY, NOVEMBER 13, 2026, AT 3:00 PM EASTERN STANDARD TIME The North American Industry Classification Code (NAICS) for this procurement is 236220 and the size standard under this code is \$45 million average annual receipts over the last three years. SUBCONTRACTING PLAN The subcontracting goals for this project are 40% participation by small business concerns. Davis Bacon Wage Determination Building DC20260002 and Heavy DC20260001 shall apply. The Period of Performance for the Contract is 578 calendar days from the date of Notice to Proceed in February 2027 to substantial completion in September 2028. NOTE: An Amendment with 100% Final bid documents (drawings and specifications) is anticipated to be issued on October 12, 2026. Offerors are strongly encouraged to begin preparation of their Technical Proposal, including identifying and timely submitting any Requests for Information (RFIs). Offerors should not defer preparation of their Technical Proposals pending issuance of the 100% Final Bid Documents. Due to the critical nature of the construction Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
33330226RT0010015

PAGE 5 OF 139

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	schedule and its relationship to animal quarantine and the scheduled public opening, the date and time established for submission of both the Technical Proposal and Pricing Proposal are firm. Offerors should not anticipate an extension of the proposal due date. The Smithsonian anticipates awarding a contract for Phase 2 by February 2027. Construction mobilization shall commence upon notice to proceed (NTP) to be issued upon receipt of Contractor's Performance and Payment Bonds and the Certificate of Insurance. The Smithsonian expects Contractor turnover of the ALF for the receipt of the living collection upon substantial completion due at the end of summer 2028. The new ALF will open to the public in early January 2029 after quarantine and acclimation of the living collection.				

A – Standard Form SF 1442	1
B - Supplies or Services/Prices	7
C - Description/Specifications	11
D - Packaging and Marking.....	13
E - Inspection and Acceptance	14
F - Deliveries or Performance	15
G - Contract Administration Data.....	20
H - Special Contract Requirements	25
I - Contract Clauses.....	28
J - List of Documents, Exhibits and Other Attachments	81
K - Representations, Certifications, and Other Statements of Bidders	82
L - Instructions, Conditions, and Notices to Bidders	87
M - Evaluation Factors for Award.....	95

Section B - Supplies or Services/Prices
(Cost must be submitted in a separate PDF)

- B.1. The Smithsonian Institution intends to award a firm fixed-price construction contract to the successful Contractor/Offeror. The successful Offeror shall furnish all supervision, labor, materials and equipment needed to construct Phase 2 Arabian Leopard Facility (ALF), OPDC project no. 2533105 at the Smithsonian Institution's National Zoological Park, located at 3001 Connecticut Ave NW, Washington, DC 20008.
- B.2. The term "Contract Documents" shall be deemed to include all Contract Clauses, the terms and conditions of this RFP, and all drawings and specifications referenced in Section J, including, without limitation, the drawings and specifications identified in Section B.2.1. below. All work shall be performed in strict accordance with the Contract Documents as shown or as may be changed by modification issued by the Contracting Officer. No deviations are permitted unless a change notice is issued and approved in advance by the Smithsonian Institution Contracting Officer.
- B.2.1. Contract Documents includes, without limitation, the Drawings and Specifications as referenced below:
1. NZP-DC: Construct Arabian Leopard Facility, OPDC project no. 2533105
 - a. Drawings, dated June 15, 2026
Phase 2 – Habitats & Animal Care Building 65% DD Dwgs: sheets 1 through 378
 - b. Specifications, dated June 15, 2026
Phase 2 – Habitats & Animal Care Building 65% DD Specs: pages 1 through 2,071
- B.3. Pricing – Offerors shall identify all costs associated with Phase 2 of the NZP-DC: Construct Arabian Leopard Facility (ALF) project, to include Base Cost, as set forth in the Contract Documents. Offerors shall submit a Base Cost Proposal in accordance with the pricing forms provided in this solicitation. The Base Cost Proposal shall include the following forms:
1. Price Proposal Form
 2. Multi-Year Funding Document
 3. Completed Representations and Certifications (Section K)

All pricing forms shall be completed in their entirety and submitted as part of the Offeror's Price Proposal.

- B.3.1. The work subject to this RFP consists of a base contract scope, which is also referred to herein as “NZIP-DC: Construct Arabian Leopard Exhibit SF Project #2533105.” The successful contractor/offeror shall identify all costs associated with performing the base contract scope in accordance with the Contract Documents. Offerors are required to provide the Base Cost Proposal Submission as per the Base Cost Proposal Submission Form (B.3.1).

Bid Schedule (Firm Fixed Price) Construct Arabian Leopard Facility (ALF) Construction Services Phase 2 – Habitats & Animal Care Building All work associated with Phase 2 – Habitats & Animal Care Bldg. as described in the 100% Final specifications and drawings.						
Div	Description	Material	Labor	Equipment	OH & Profit	TOTAL
01	General Reqs / General Conditions	\$ -	\$ -	\$ -	\$ -	\$ -
02	Existing Conditions	\$ -	\$ -	\$ -	\$ -	\$ -
	HAZMAT	\$ -	\$ -	\$ -	\$ -	\$ -
03	Concrete	\$ -	\$ -	\$ -	\$ -	\$ -
04	Masonry	\$ -	\$ -	\$ -	\$ -	\$ -
05	Metals	\$ -	\$ -	\$ -	\$ -	\$ -
06	Wood, Plastics, and Composites	\$ -	\$ -	\$ -	\$ -	\$ -
07	Thermal and Moisture Protection	\$ -	\$ -	\$ -	\$ -	\$ -
08	Openings	\$ -	\$ -	\$ -	\$ -	\$ -
09	Finishes	\$ -	\$ -	\$ -	\$ -	\$ -
10	Specialties	\$ -	\$ -	\$ -	\$ -	\$ -
11	Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
12	Furnishings	\$ -	\$ -	\$ -	\$ -	\$ -
13	Special Construction	\$ -	\$ -	\$ -	\$ -	\$ -
14	Conveying Systems	\$ -	\$ -	\$ -	\$ -	\$ -
21	Fire Suppression	\$ -	\$ -	\$ -	\$ -	\$ -
22	Plumbing	\$ -	\$ -	\$ -	\$ -	\$ -
23	Heating, Ventilating and Air Conditioning	\$ -	\$ -	\$ -	\$ -	\$ -
25	Integrated Automation	\$ -	\$ -	\$ -	\$ -	\$ -
26	Electrical	\$ -	\$ -	\$ -	\$ -	\$ -
27	Communications	\$ -	\$ -	\$ -	\$ -	\$ -
28	Electronic Safety and Security	\$ -	\$ -	\$ -	\$ -	\$ -
31	Earthwork	\$ -	\$ -	\$ -	\$ -	\$ -
32	Exterior Improvements	\$ -	\$ -	\$ -	\$ -	\$ -
33	Utilities	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL OF DIRECT COSTS:						
NOTE: If there are any assumptions, exclusions or qualifications that affect the firm fixed price, a separate detailed breakdown sheet must be provided.						
Home Office Overhead						
Profit / Fee::						
Bonds and Insurance:						
TOTAL FIRM FIXED PRICE:						

Prepared by: _____ Company: _____

Date: _____

PLEASE DO NOT ALTER THE FORM

- B.4. Multi-year FY Funding Increments – The Base Contract for SF Project #2533105 shall be funded for two fiscal years (October 1, 2026-September 30, 2027 (FY 27) and October 1, 2027-September 30, 2028 (FY 28)). The Smithsonian has identified and set aside \$4,000,000.00 to fund performance of the awarded contract for the first fiscal year, Fiscal Year (FY) 2027. The Smithsonian Institution's obligation under this contract beyond that amount is contingent upon the availability of non-appropriated funds from which payment for contract purposes can be made (see FAR Clause 52.232-18 Availability of Funds below). Without limiting the application of clause 52.232-18 Availability of Funds set forth below, no legal liability on the part of the Smithsonian Institution for any payment may arise for performance under this contract beyond \$4,000,000.00 unless and until funds are made available to the Contracting Officer for performance and the Contractor receives notice of availability of funds, to be confirmed in writing by the Contracting Officer. The Contractor shall not be obligated to continue performance beyond the funds allocated under this contract. Offerors are reminded that they must include in their Multi-year Funding Price proposal any termination cost in the event that subsequent year funds are not appropriated. Smithsonian Institution will not be liable for any costs in excess of the termination cost expressly set forth in the accepted proposal.

Because funding for this project will be spread over two fiscal years, FY27, and FY28, the cost proposal is required to reflect the division of costs appropriately. Accordingly, each offeror is required to complete and submit the form below, which will be considered as a part of that offeror's Cost Proposal. The total of FY27 and FY28 increments that the offerors fill out on form B.4.1. should equal the total of the base contract cost proposal for Phase 2 of the NZP-DC: Construct Arabian Leopard Facility (ALF) project that the offeror completed on form B.3.1.

B.4.1. This Multi-Year Funding Document shall be considered as part of the Cost Proposal.

Multi-Year Funding Price Proposal Breakout Form Construct Arabian Leopard Facility (ALF) The estimated construction cost for Phase 2 – Habitats & Animal Care Building is greater than \$10M.	
Two Fiscal Years of Funding	
FY 2027 FUNDING INCREMENT: (\$4M obligated at award, or when available)	
General Conditions (9 months)	\$ _____
Mobilization	\$ _____
Sitework	\$ _____
Demolition	\$ _____
Temporary Field Office	\$ _____
Building Utilities	\$ _____
Submittals and Shop Drawings	\$ _____
Long Lead Item Purchases	\$ _____
Structural concrete, substructure, foundations (including excavation and dewatering), steel framing	\$ _____
Masonry	\$ _____
Mechanical, Electrical and Plumbing	\$ _____
Mass Notification System and Communications	\$ _____
Fire Protection	\$ _____
Fire Alarm	\$ _____
Integrated Automation	\$ _____
Specialties	\$ _____
SUBTOTAL:	\$ _____
Termination Cost (Cancellation Charge)	\$ _____
Other – Offerors shall clearly and completely describe items deleted/added to FY2027 Funding Phase \$ _____ (Attach pages as necessary)	
Identify and include description of long-lead time items.	
TOTAL FY2027:	\$ _____ (Express in Words and Figures)
FY 2028 FUNDING INCREMENT: (Balance of funding obligated in two installments with last installment by 2/28/28)	
General Conditions (10 months)	\$ _____
Sitework	\$ _____
Demolition	\$ _____
Temporary Field Office	\$ _____
Building Utilities	\$ _____
Submittals and Shop Drawings	\$ _____
Existing Conditions & HAZMAT Removal	\$ _____
Long Lead Item Purchases	\$ _____
Structural concrete, substructure, foundations (including excavation and dewatering), steel framing	\$ _____
Masonry	\$ _____
Mechanical, Electrical and Plumbing	\$ _____
Mass Notification System and Communications	\$ _____
Fire Protection	\$ _____
Fire Alarm	\$ _____
Integrated Automation	\$ _____
Interior Systems (partitions, walls, doors, ceilings, etc.)	\$ _____
Specialties	\$ _____
SUBTOTAL:	\$ _____
Termination Cost (Cancellation Charge)	\$ _____
Other – Offerors shall clearly and completely describe items deleted/added to FY2028 Funding Phase \$ _____ (Attach pages as necessary)	
Identify and include description of long-lead time items.	
TOTAL FY2028:	\$ _____ (Express in Words and Figures)

C - Description/Specifications

- C.1. The Smithsonian Institution is seeking offers to construct Phase 2 – Habitats and Animal Care Building of the Arabian Leopard Facility (ALF) project at the National Zoological Park, located at 3001 Connecticut Ave NW, Washington, DC 20008, as described herein and the Contract Documents, including, without limitation, in the Specifications and Drawings for OPDC project no. 2533105 both dated June 15, 2026.

Offerors are required to submit a proposal in accordance with the submission instructions and requirements set forth in Section L. Evaluation factors for Step 2 proposals are set forth in Section M. Upon the receipt of Technical and Cost Proposals (as further described in Section L) and the selection of a successful Offeror, the Smithsonian Institution will execute a Firm Fixed Price construction contract. The Smithsonian currently estimates that the firm fixed price for Phase 2 – Habitats and Animal Care Building is over \$10,000,000.

The Work includes but is not limited to Construction Services for Phase 2 – Habitats and Animal Care Building. This solicitation is for Phase 2 – Habitats and Animal Care Building only. Offerors shall submit a Technical Proposal demonstrating their understanding of and approach to the complete project. Successful offerors must be capable of performing all work described and contemplated by this solicitation.

The Period of Performance for the Base Contract is 578 calendar days from the date of Notice to Proceed. It shall be the responsibility of the offeror to immediately notify the Smithsonian Institution if the target dates and proposed packages of work described herein adversely affect the offeror's Critical Path Schedule (also refer to throughout this RFP as the Progress Schedule) for the final completion date of this project. Contractors may propose an alternate schedule which illustrates the completion of the project in advance of the completion date, for review by Smithsonian in accordance with the terms of the contract.

This Request for Proposal (RFP) is intended to provide all Offerors with sufficient information to enable them to prepare and submit offers for technical and cost review and consideration by the Smithsonian Institution.

This solicitation neither commits the Smithsonian Institution to pay any proposal preparation costs nor obligates the Smithsonian to procure or contract for construction or any other services. It shall not be construed as authorization to proceed with or be reimbursed for any of the costs for any of the work specified herein.

The Smithsonian may cancel this RFP without prior notice.

C.2 Background and Project Description

The Smithsonian Institution's National Zoological Park (NZP) in Washington DC is one of the most visited zoos in the world, attracting millions of visitors annually. The National Zoo was founded by an act of Congress in 1889 and opened in 1891. The campus is on the National Register of Historic Places.

Since 1891, various architects, including Olmsted Associates, created the National Zoo as we know it today. In contrast to earlier zoos in America, which focused on displaying caged animals to the public, the National Zoo in Rock Creek Park was formed for the care and conservation of endangered species in a more naturalistic habitat. For this purpose, landscape architect Frederick Law Olmsted (of New York City's Central Park fame) was chosen to plan a system of paths winding gently through the steeply sloped, verdant park. Fellow Boston architect, William Ralph Emerson, designed a few of the early animal houses, such as the Buffalo Barn and the first Lion House. These buildings, made of rustic, local stone, or wood, reflected the natural features of Rock Creek Park and were meant to evoke images of the American wilderness.

The Arabian Leopard Facility (ALF) will be located southeast of the Connecticut Avenue entrance to the National Zoo. It replaces the former Bison Habitat and the existing Zoo in Your Backyard, which is situated along the historic Olmsted Walk, across from the Africa Trail Exhibit (currently under renovation), just north of the Elephant House, and abuts the Panda Habitat.

The Smithsonian's NZCBI has entered a partnership with the Royal Commission for AlUla (RCU) in Saudi Arabia to advance Arabian Leopard conservation efforts. The proposed new Arabian Leopard Facility will provide year-round public viewing of adult and cub leopards that will support education around conservation of this unique species. The Facility has three main components: 1) Site; 2) Habitats (East, West and Off View), and 3) Animal Care Building. The Facility has been designed with the flexibility to accommodate future species such as the Amur Leopard or Jaguars. All three Habitat areas have been designed with the influence of the arid, rocky mountains of the

Arabian Peninsula while taking into consideration the historic environment of the National Zoological Park Historic District and Olmsted Walk.

This project features two 30-foot high, outdoor, mesh enclosed areas that make up the East and West Habitats. These two Habitats will be open to the public with multiple viewing areas. The rock work and trees within provide opportunities for the cats to display their natural climbing behaviors. The West Habitat area is connected to the Animal Care Building by an overhead animal walkway under which the visitor can walk. Visitors can experience the leopards from a variety of vantage points including from an underground tunnel that traverses a section of the West Habitat. A smaller, Off View Habitat, which is not open to the public, will be used during quarantine, training or cubbing activities.

The Animal Care Building consists of three leopard dens; one cubbing den; one quarantine stall; a day room for visitor viewing of animals all year round; research and staff areas, and; building support areas. The intent of this facility is to create a program like that of the NZCBI Panda program, with the goal of breeding the Arabian Leopards and sharing the story of their conservation and rewilding with Zoo visitors through an immersive habitat experience.

C.2.1. Critical Elements of the Project

The successful Contractor shall be experienced and fully qualified with critical elements of the project, as listed, but not limited to, the items below:

- a) Working within an occupied, historic campus active with public, staff and animals
- b) Coordination of specialty trades within a small site footprint
- c) Coordination and installation of specialty animal doors, transfer systems and manually operated remote door controls.
- d) Coordination and installation of radiant flooring
- e) Coordination and installation of animal containment fencing, mesh and transfer chutes
- f) Coordination and installation of shotcrete faux rock and faux trees
- g) Mitigation of sound and vibration during construction so as not to harm animals in adjacent habitats
- h) Coordination of construction activities with Zoo operations to align with feeding schedules, DC zoning community noise regulations, Zoo hours, known and unknown animal welfare issues, veterinary care, and public events
- i) Procedures and documentation to ensure compliance with the established LEED building criteria
- j) Use of Building Information Modeling (BIM).

See other Construction Documents for further details regarding this scope of work

D - Packaging and Marking

(Not Applicable)

E - Inspection and Acceptance

52.246-12 Inspection of Construction. (AUG 1996)

52.246-S0038 Smithsonian Institution Inspection and Acceptance (Jun 2000)

Inspection and acceptance may be made on a daily basis on work performed at the job site, by the Contracting Officers Technical Representative. All work shall be coordinated through the COTR for acceptance of work, payrolls and invoice(s).

52.246-S0039 Final Inspection and Tests (Jun 2000)

The requirements of the Inspection of Construction clause prescribed in FAR 52.246-12, are supplemented to provide that the Contractor shall give the Contracting Officer at least 10 calendar days advance written notice of the date the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started within 10 calendar days from the date specified in the aforesaid notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

52.246-S0057 Inspection (January 2023)

- (a) Upon proper notice and during normal working hours, the Smithsonian Institution reserves the right to perform any inspections and tests as deemed necessary to assure that the Contractor is performing in accordance with the terms and specifications as set forth herein.
- (b) Inspection may be at the Contractor's place of business or at any location where work is being performed in conjunction with this contract.
- (c) Inspection by the Smithsonian Institution shall not relieve the Contractor of responsibility for any or all quality control aspects during the life of the contract. This shall include quality control for items covered by this contract that may be subcontracted.

52.246-S0058 Acceptance (January 2023)

- (a) The supplies and services rendered under this contract will be accepted and approved by the Contracting Officer or a designated representative thereto. Such approval will indicate acceptability to the Smithsonian Institution of performance in accordance with the terms and conditions of this contract, and will be subject to applicable warranties. The Smithsonian Institution reserves the right to reject works not conforming to prescribed contract requirements.
- (b) Neither the Smithsonian Institution's reviews, approval, or acceptance of services and/or supplies, nor payment for any of the services or supplies required under this contract shall be construed to operate as a waiver of action arising out of the performance of this contract. Furthermore, the Contractor shall be and remain liable to the Smithsonian Institution in accordance with applicable law for all damages to the Smithsonian Institution caused by the Contractor's negligent performance of any of the supplies or services furnished under this contract.
- (c) Acceptance by the Smithsonian Institution does not relieve the Contractor of responsibility for correction of errors or omissions that may arise after such acceptance if the errors and omissions are clearly a fault in Contractor performance.

F - Deliveries or Performance

52.211-S0025 Commencement, Prosecution, and Completion of Work (Jun 2000)

(a) Definitions.

(1) The Contract Time is the period of time allotted in the Contract Documents for Final Completion of the Work as defined in this Construction Contract Clause, including authorized extensions thereto. The Contractor shall complete his Work within the Contract Time as stated in the SF 1442, or as modified.

(2) The date of commencement of the Work is the date established in the Notice To Proceed issued by the C.O. Submission by the Contractor of its Performance and Payment Bonds, Preliminary Schedule and all Certificates of Insurance and their approval by the S.I. are conditions precedent to the issuance of the Notice to Proceed. The Contractor shall not commence the Work or store materials or equipment on site until written Notice to Proceed is issued or until the Contractor otherwise receives the written consent of the C.O.

(3) The date of Substantial Completion of the Work or designated portion thereof is the date certified by the COTR when the Work or a designated portion thereof is sufficiently complete, in accordance with the Contract Documents, so the S.I. can fully occupy the Work or designated portion thereof for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents. Only punch list work and any final cleaning beyond that needed for the S.I.'s full use may remain for Final Completion.

(4) The date of Final Completion of the Work is the date certified by the COTR when the Work is totally complete, to include punch list work and final clean up, in accordance with the Contract Documents and the S.I. may fully occupy and fully utilize the Work for the use for which it is intended.

(5) If a date or time of completion is included in the Contract, it shall be the Date of Final Completion as defined in this Construction Contract Clause, including authorized extensions thereto, unless otherwise provided.

(6) The term Day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated. All dates shall mean midnight of the indicated day unless otherwise stipulated.

(b) Progress and Completion.

(1) All time limits stated in the Contract Documents are of the essence of the Contract.

(2) The Contractor shall prosecute the Work diligently to Final Completion.

(c) Delays and Extensions of Time.

(1) The time during which the Contractor is delayed in the performance of the Work, by the acts or omissions of the S.I., the Architect, or their employees or agents, acts of God, unusually severe and abnormal climatic conditions, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotion or freight embargoes, or other conditions beyond the Contractor's control and which the Contractor could not reasonably have foreseen and provided against, shall be added to the Contract Time; provided, however, that no claim by the Contractor for an extension of time for delays will be considered unless made in compliance with the requirements of this Article and other provisions of the Contract Documents.

(2) Neither the S.I., nor the Architect shall be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the S.I. and the Architect on account of any indirect or direct damages, costs or expenses of any nature which the Contractor, Subcontractors, of Suppliers or any other person may incur as a result of any delays, interference, changes in sequence or the like, which are reasonable, foreseeable, contemplated, or avoidable by the Contractor, arising from or out of any act or omission of the S.I. of the Architect, or their agents, employees, consultants, separate contractors or any

governmental representative, it being understood and agreed that the Contractor's sole and exclusive remedy in any such events shall be an extension of the Contract Time, but only as determined in accordance with the provisions of the Contract Documents.

(3) The Contract Time shall be adjusted only for Change Orders pursuant to the Construction Contract Clause entitled "Changes", excusable delays pursuant to Construction Contract Clause entitled "Delays and Extensions of Time" and Construction Contract Clause entitled "Smithsonian Institution's Right to Stop or to Suspend the Work". In the event the Contractor requests an extension of the Contract Time, he shall furnish such justification and supporting evidence as the C.O. may deem necessary for a determination of whether the Contractor is entitled to an extension of time under the provisions of the Contract. The burden of proof to substantiate a claim for an extension of the Contract Time shall rest with the Contractor, including evidence that the cause was beyond his control. The C.O. shall base his findings of fact and decision on such justification and supporting evidence and shall advise the Contractor in writing thereof. If the C.O. finds that the Contractor is entitled to any extension of the Contract Time, the C.O.'s determination of the total number of days' extension shall be based upon the currently approved Progress Schedule and on all data relevant to the extension. Such data will be incorporated into the Progress Schedule in the form of a revision thereto, accomplished in a timely manner. The Contractor acknowledges and agrees that actual delays (due to said changes, suspensions of work or excusable delays) in activities which, according to the Progress Schedule, do not affect the Contract Time, do not have any effect upon the Contract Time and therefore will not be the basis for a change therein. The Contractor acknowledges and agrees that time extensions will be granted only to the extent that excusable delays exceed the available float in the Contractor's Progress Schedule.

(4) Subject to other provisions of the Contract, the Contractor may be entitled to an extension of the Contract Time (but no increase in the Contract Price) for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, his Subcontractors or Suppliers as follows:

(i) Labor disputes and strikes (including strikes affecting transportation), that do, in fact, directly and critically affect the progress of the Work; however, an extension of Contract time on account of an individual labor strike shall not exceed the number of days of said strike;

(ii) Acts of God, tornado, fire, hurricane, blizzard, earthquake, typhoon, or flood that damage completed work or stored materials.

(iii) Abnormal inclement weather; however, the Contract Time will not be extended due to normal inclement weather. The time for performance of this Contract, as stated in the Contract Documents, includes an allowance for calendar days, which may not be available for construction out-of-doors; for the purposes of the Contract, the Contractor agrees that said number of calendar days per month are to be considered as normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the S.I. that there was greater than normal inclement weather considering the full term of the Contract Time using a ten year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for the locale of the Project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an effect upon the Contract Time, the Contractor shall not be entitled to an extension of time. If the total accumulated number of calendar days lost due to inclement weather, from the start of Work until Final Completion, exceeds the total accumulated number to be expected for the same period from the aforesaid climatological data, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost.

(iv) Acts of the public enemy, acts of the state, Federal or local government in its sovereign capacity, and acts of a separate contractor in the performance of its contract with the S.I. relating to the Project.

(5) The Contractor shall not be entitled to and hereby expressly waives any extension of time resulting from any conditions or cause unless said claim for extensions of time is made in writing to the C.O. within seven (7) days of the first instance of delay. Circumstances and activities leading to such claim shall be indicated

or referenced in a daily field inspection report for the day(s) affected; otherwise, all such claims are waived by the Contractor. In every such written claim, the Contractor shall provide the following information:

- (i) Nature of the delay;
 - (ii) Date (or anticipated date) of commencement of delay;
 - (iii) Activities on the Progress Schedule affected by the delay, and/or new activities created by the delay and their relationship with existing activities;
 - (iv) Identification of person(s) or organizations(s) or event(s) responsible for the delay;
 - (v) Anticipated extent of the delay;
 - (vi) Recommended action to avoid or minimize the delay.
- (d) Responsibility for Completion.

(1) The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to insure the progress and completion of the Work in accordance with the approved and currently updated Progress Schedule. If Work actually in place falls behind the currently updated and approved Progress Schedule and it becomes apparent from the current Progress Schedule that the Work will not be completed within the Contract Time, the Contractor agrees that he will, as necessary, take some or all of the following actions at no additional cost to the S.I., as required to eliminate substantially the backlog of the Work:

- (i) Increase manpower in quantities and crafts necessary
- (ii) Increase the number of work hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing; and/or
- (iii) Re-schedule activities to achieve maximum practical concurrence.

(2) The COTR may require the Contractor to submit a Recovery Schedule in accordance with the Supplementary Construction Contract Clause, demonstrating his program and proposed plan to make up the lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the COTR finds the proposed plan not acceptable, he may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are not satisfactory, the COTR may require the contractor to take any of the actions set forth in this Construction Contract Clause without additional costs to the S.I., to make up the lag in scheduled progress.

(3) Failure of the Contractor to comply substantially with the requirements of this Construction Contract Clause may be considered grounds for a determination by the S.I., pursuant to the Construction Contract Clause entitled "Default", that the Contractor is failing to prosecute the Work with the sufficient diligence to ensure its completion with the Contract Time.

52.228-S0081 Period of Performance-Bonds & Insurance-Construction (January 2023)

Contractor must submit approved Certificate of Insurance and 100% Performance/Payment Bonds within ten (10) days of contract award.

52.236-S0036 Smithsonian Institution's Right to Stop or to Suspend the Work (Jun 2000)

(a) If the Contractor fails to correct defective Work as required by the Construction Contract Clause entitled "Correction of Work", or fails to carry out the Work or supply labor and materials in accordance with the Contract Documents, the C.O. by a written order may order the Contractor to stop the Work, or any portion thereof, without monetary compensation to the Contractor until the cause for such order has been eliminated.

(b) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the S.I.

(c) If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by the S.I. or its authorized representatives in the administration of this Contract, or by failure of any one of them to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for an increase in the actual time required for performance of the Work by the Contractor, due solely to such unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly. However, no claim for an extension of time shall be made under this Construction Contract Clause for any suspension, delay, or interruption pursuant to this Construction Contract Clause, or for which claim is provided or excluded under any other provision of this Contract. No claim under this Construction Contract Clause shall be allowed for any claim for an extension of time required for performance, unless within twenty (20) days after the act or failure to act involved, the Contractor submits to the COTR a written statement setting forth, as then practicable, the extent of such claimed time extension and unless the claim for an extension of time is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption. No claim shall be made for direct or indirect costs incurred by Contractor as a result of the events described in this Construction Contract Clause, a time extension being the Contractor's sole remedy.

(d) A claim under this clause shall not be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(e) In the event of a suspension of work or delay or interruption of work, the Contractor will and will cause his subcontractors to protect carefully his, and their materials and work against damage or injury from the weather and maintain completed and uncompleted portions of the work as required by the Contract Documents. If, in the opinion of the COTR, any work or material shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect same, such work and materials shall be removed and replaced at the expense of the Contractor.

(f) No claim by the Contractor for an equitable adjustment under the Construction Contract Clause entitled "Equitable Adjustments", shall be allowed if asserted after Final Payment under this Contract.

52.246-S0041 Additional Warranties and Guarantees (Jun 2000)

(a) The Contractor guarantees and warrants to the S.I. all work as follows:

(1) That all materials and equipment furnished under this Contract will be new and the best of its respective kind unless otherwise specified;

(2) That all Work will be first-class quality and free of omissions and faulty, poor quality, imperfect or defective material or workmanship;

(3) That where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds;

(4) That the Work shall be entirely watertight and leakproof in accordance with all applicable industry customs and practices, and shall be free of shrinkage and settlement, (normal shrinkage inherent in the specified materials is acceptable);

(5) That the Work, including but not limited to, mechanical and electrical machines, devices and equipment shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care;

- (6) That consistent with requirements of the Contract Documents the Work shall be installed and oriented in such a manner as to facilitate unrestricted access for the operation and maintenance of fixed equipment;
- (7) That the Work will be free of abnormal or unusual deterioration which occurs because of poor quality materials, workmanship or unsuitable storage.
- (b) All work not conforming to guarantees and warranties specified in the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. If required by the COTR, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of the Construction Contract Clauses entitled "Uncovering of Work" and "Correction of Work".
- (c) The warranties set forth in this Construction Contract Clause entitled "Additional Warranties and Guarantees" and elsewhere in the Contract Documents shall survive Final Completion of the Work under the Construction Contract Clause entitled "Payments and Completion".
- (d) If, within one year after the Date of Final Completion of the Work or designated portion thereof or within one year after acceptance by the S.I. of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract Documents, the Contractor shall correct it within five (5) working days, or such other period as mutually agreed, after receipt of a written notice from the COTR to do so.
- (e) Any materials or other portions of the Work, installed, furnished or stored on site which are not of the character or quality required by the specifications, or are otherwise not acceptable to the COTR, shall be immediately removed and replaced by the Contractor to the satisfaction of the COTR, when notified to do so by the COTR.
- (f) If the Contractor fails to correct defective or nonconforming Work as required by the Construction Contract Clause entitled "Correction of Work", or if the Contractor fails to remove defective or nonconforming Work from the site, as required by the Construction Contract Clause entitled "Uncovering of Work", the S.I. may elect to either correct such work in accordance with the Construction Contract Clause entitled "Smithsonian Institution's Right to Carry Out The Work", or remove and store materials and equipment at the expense of the Contractor.
- (g) The Contractor shall bear the cost of making good all work of the S.I., separate contractors or others, destroyed or damaged by such correction or removal required under this Construction Contract Clause or the Construction Contract Clauses entitled "Uncovering of Work" and "Correction of Work", or elsewhere in the Contract Documents.

G - Contract Administration Data

52.202-S0059 Contract Management (January 2023)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Smithsonian and the Contractor. The following individuals will be the Smithsonian points of contact during the performance of the contract.

52.202-S0060 Contracting Officer (January 2023)

All contract administration will be effected by the Contracting Officer. Communications pertaining to contractual administrative matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a written modification to the contract executed by the Contracting Officer authorizing such changes.

52.202-S0061 Contracting Officer's Technical Representative (COTR) (Apr 1988)

(a) The Contracting Officer's Technical Representative (COTR) **Ryan Swanier, (202) 394-0446, SwanierR@si.edu** or his authorized representative shall act for and on behalf of the Contracting Officer in the administration of any resultant contract with respect to:

1. Resolution of issues that may arise between the Contractor and the Smithsonian Institution in connection with such matters as acceptability of workmanship and other technical requirements;
2. Evaluation on an overall basis of the acceptability of workmanship and Contractor's compliance with technical requirements; and
3. The approval and acceptance of work performed under this contract.

(b) This delegation does not authorize the modification of any of the contract's provisions, terms or conditions. All authorities not herein delegated are reserved to the Contracting Officer.

(c) The Contractor shall make available such records, reports and facilities as may be required to carry out this assignment.

52.202-S0062 Authorities (January 2023)

The Contractor is advised that only the Contracting Officer can change or modify the terms of this contract or take any other action which obligates the Smithsonian and then such action must be set forth in a formal modification to the Contract. The authority of the COTR is strictly limited to the specific duties set forth in her letter of appointment, a copy of which will be furnished the Contractor. Contractors who rely on direction from persons other than the Contracting Officer (or a COTR acting within the strict limits of his/her responsibilities as set forth in his/her letter of appointment) do so at their own risk and expense, as such actions do not bind the Smithsonian contractually. All questions concerning the authority of a Smithsonian employee to direct the Contractor contractually should be referred to the Contracting Officer.

52.232-S0047 Application for Payment for Construction (August 2024)

The provisions of the Clause entitled "Payment Under Fixed-Price Construction Contracts" prescribed in FAR 52.232-5 are modified as follows:

(a) SCHEDULE OF VALUES:

(1) As part of the submission of its Preliminary Schedule, the Contractor shall submit to the COTR a Schedule of Values, allocated to the various portions of the Work including mobilization and demobilization. This schedule, supported by data from the approved Progress Schedule, shall be used as a

basis for the Contractor's Applications for Payment for any increase or decrease in the Contract price. The Contractor shall not front-end load his Schedule of Values.

(b) APPLICATIONS FOR PAYMENT:

(1) The S.I. shall make progress payments monthly as the Work proceeds on Applications for Payment approved by the Contracting Officer.

(2) The S.I. shall, upon request, reimburse the Contractor for the entire amount of premiums paid for Performance and Payment bonds (including coinsurance and reinsurance agreements, when applicable) after furnishing evidence of full payment to the surety.

(3) Prior to the date for each progress payment, the Contractor, in accordance with the Supplementary Construction Contract Clause entitled "Scheduling of the Work", shall submit to the COTR an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the COTR may require, including, but not limited to the Contractor's certification that all work for which payment is requested has been completed in full in accordance with the Contract Documents, and reflecting retainage, if any, as provided elsewhere in the Contract Documents. The Contractor shall also certify that he has paid all due and payable amounts for which previous Certificates for Payment were issued and payments received from the S.I.

(4) The S.I. will retain ten percent of the amount of all progress payments until the Work is finally completed and accepted, whether or not the S.I. has occupied any or all of the Project before such time. After fifty percent of the Work has been completed, the Contractor may request the C.O. to retain five percent of the amount of all progress payments for the Work performed beyond the fifty percent stage of completion. The decision by the C.O. concerning reduction of retention shall be final and binding upon the Contractor.

(5) Payments may be made by the S.I. at its discretion, on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site by the Contractor. Payments for materials or equipment stored on the site shall only be considered upon submission by the Contractor of satisfactory evidence (for example, releases or paid invoices from the Seller) that he has acquired title to such material, that it will be utilized on the Work under this Contract and that it is satisfactorily stored, protected, and insured or that other procedures satisfactory to the S.I. that will protect the S.I.'s interests have been taken. Materials once paid for by the S.I. become the property of the S.I. and may not be removed from the work site without the S.I.'s written permission.

(6) S.I. will be under no obligation to make payment to the Contractor on account of materials or equipment not incorporated in the Work but delivered and stored at the site unless the Contractor, in his Schedule of Values, includes line items for such delivered and stored materials or equipment.

(7) It is specifically understood and agreed that an inspection and approval of the materials by the COTR or any agency retained by him shall not in any way subject the S.I. to pay for the said materials or any portion thereof, even though incorporated in the Work, if said materials shall in fact turn out to be unfit to be used in the Work, nor shall such inspection be considered as any waiver of objection to the Work on account of the unsoundness or imperfection of the material used.

(8) Unless otherwise provided for elsewhere in the Contract Documents, no payments will be made for any materials or equipment stored off or away from the Site without the prior consent of the COTR.

(9) The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the S.I. either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Construction Contract Clause as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project,

subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

(10) CONTROL OF COSTS AND PROPERTY. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(c) CERTIFICATES OF PAYMENT.

(1) The C.O. will within 5 days after receipt of the Contractor's Application for Payment, either approve the Application for Payment for such amount as the C.O. determines is properly due or notify the Contractor in writing of his reasons for not approving the Application for Payment as provided in this Construction Contract Clause under "Payments Withheld".

(2) The submission and approval of the Progress Schedule and monthly updates thereof as required by the Supplementary Construction Contract Clause entitled "Scheduling of the Work" shall be an integral part and basic element of the application upon which progress payment shall be made. The Contractor shall be entitled to progress payments only as determined from the currently Approved and Updated Progress Schedule.

(d) PAYMENTS WITHHELD.

(1) The C.O. may decline to approve the Application for Payment or reduce payment or because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Application for Payment previously approved to such extent as may be necessary in his opinion to protect the S.I. from loss, because of:

(i) Defective work not remedied,

(ii) Third party claims filed, whether in court, in arbitration or otherwise, or reasonable evidence indicating probable filing of such claims,

(iii) Failure of the Contractor to make payments properly to Subcontractors or Suppliers,

(iv) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price,

(v) Damage to the S.I. or to a separate contractor,

(vi) Reasonable evidence that the Work will not be completed within the Contract Time, or within any Contract Milestones as established in the Contract Documents,

(vii) Failure or refusal of the Contractor to carry out the Work in accordance with or to otherwise substantially or materially comply with the Contract Documents,

(viii) Liens filed or reasonable evidence that a lien may be filed for any portion of the Work, or

(ix) Failure or refusal of the Contractor to properly schedule and coordinate the Work, to provide Progress Schedules, reports and updates, or to otherwise fully comply with the Supplementary Construction Contract Clause entitled "Scheduling of the Work".

(x) Failure or refusal of the Contractor to fully comply with the provisions of the Construction Contract Clause entitled "Work by Smithsonian Institution or by Separate Contractors", requiring the Contractor to direct certain claims to separate contractors and to defend and indemnify the S.I. in the event separate contractors file claims.

(xi) Failure or refusal of the Contractor to fully comply with the provisions of the Construction Contract Clause entitled "Shop Drawings, Coordination Drawings and Schedules".

(xii) Failure or refusal of the Contractor to fully comply with the provisions of the Supplementary Construction Contract Clause entitled "Submittal Schedule".

When the above grounds in this Construction Contract Clause are removed, payment shall be made for amounts withheld because of them.

(e) SUBSTANTIAL COMPLETION.

(1) When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the S.I., is substantially complete as defined in the Construction Contract Clause entitled "Commencement, Prosecution, and Completion of Work", the Contractor shall prepare for submission to the COTR a list of items which in his opinion are to be completed or corrected and shall, request in writing that the COTR perform a Substantial Completion inspection. The COTR shall review the Contractor's list and will compile a punch list of items to be corrected and completed. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the COTR on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibilities of the S.I. and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance; and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be issued to the Contractor for his written acceptance of the responsibilities assigned to him in such Certificate and, returned to the COTR within five (5) days.

(2) The Contractor shall have thirty (30) days from the Date of Substantial Completion to complete all items on the punch list to the satisfaction of the COTR. The COTR shall have the option to correct or conclude any and all punch list items not completed by the Contractor within thirty (30) days from the Date of Substantial Completion by utilizing his own forces or by a separate contractor. The cost of such correction of remaining punch list items by the S.I. or others shall be deducted from the Final Payment to the Contractor. If the Contractor does not complete all punch list items within this time period specified in this Construction Contract Clause, all warranties and guarantees for such incomplete Punch List items shall become effective upon issuance of Final Payment.

(3) The issuance of the Certificate of Substantial Completion does not indicate final acceptance of the project by the S.I., and the Contractor is not relieved of any responsibility for the project except as specifically stated in the Certificate of Substantial Completion.

(4) Should the COTR determine that the Work or a designated portion thereof is not substantially complete, he shall provide the Contractor a written notice stating why the project or designated portion is not substantially complete. The Contractor shall expeditiously complete the Work and shall re-request in writing that the COTR perform a Substantial Completion inspection and the costs, if any, associated with such inspection shall be assessed to the Contractor.

(f) FINAL COMPLETION AND FINAL PAYMENT:

(1) Upon receipt of the documentation required by this Construction Contract Clause, and of written notice that the Work is ready for final inspection and acceptance, the COTR will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will issue a Certificate for Final Completion to the Contractor. Upon his receipt of the Final Completion Certificate, the Contractor may submit his Application for Final Payment to the C.O. for his approval. Final Payment shall be made in full to the Contractor within thirty (30) calendar days after the approval by the C.O. of the Application for Final Payment provided that the requirements of this Construction Contract Clause have been fulfilled, except for an amount mutually agreed upon for any work remaining uncompleted for which the S.I. is entitled a credit under the Contract Documents.

(2) Neither the Final Payment nor the remaining retained percentage shall become due until the Work is free and clear of any and all liens and the Contractor submits to the C.O.:

(i) An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the S.I. or its property might in any way be responsible, have been paid or otherwise satisfied;

(ii) Consent of surety to Final Payment;

(iii) Receipts, releases and waivers of liens arising out of the Contract and such other data establishing payment or satisfaction of all such obligations to the extent and in such form as may be required and designated by the C.O.

(iv) As-built drawings, operation and maintenance manuals and other project close-out submittals, as required by the Contract Documents;

(v) A fully executed and notarized Release of claims in such form as may be designated by the S.I.; and

(vi) A written certification that:

(A) The Contractor has reviewed the requirements of the Contract Documents,

(B) The Work has been inspected by the Contractor for compliance with all requirements of the Contract Documents,

(C) Pursuant to this inspection, the Contractor certifies and represents that the Work complies in all respects with the requirements of the Contract Documents,

(D) The Contractor further certifies and represents that all equipment and systems have been installed in accordance with the Contract Documents and have been tested in accordance with specification requirements and are operational.

(vii) The making of Final Payment shall constitute a waiver of all claims by the S.I. against the Contractor except those arising from:

(A) Unsettled liens and claims against the S.I. or the Architect, or their employees, agents, or representatives,

(B) Faulty, defective or non-conforming Work discovered or appearing after Substantial or Final Completion,

(C) Failure of Work to comply with the requirements of the Contract Documents,

(D) Terms of any warranties contained in or required by the Contract Documents, or

(E) Damages incurred by the S.I. resulting from lawsuits brought against the S.I., the Architect, or their agents, employees or representatives because of failures or actions on the part of the Contractor, his Subcontractors, suppliers, or any of their employees, agents or representatives.

(F) Fraud or bad faith committed by the Contractor or Subcontractor or Supplier during performance of Work, but discovered by the S.I. after Final Payment.

H - Special Contract Requirements

52.202-S0010 Use of Smithsonian Name (Jun 2000)

It is recognized and acknowledged that Contractor shall have no right to use the name "Smithsonian" or "Smithsonian Institution", or the name of any Smithsonian Museum or part thereof, including the Facilities, in connection with any of its own advertising, marketing or promotion. However, any marketing or promotional programs concerning the Smithsonian or the Project shall be submitted to the Smithsonian for review and approval prior to any implementation thereof. The Smithsonian may withhold any approval required hereunder as it wishes.

The Prime Contractor shall be responsible for compliance by any subcontractor or supplier or lower tier subcontractor or lower tier supplier with this clause. After award of the contract and upon request of the Contracting Officer, the Prime Contractor shall deliver a written statement acknowledging that this clause has been included in contracts with all subcontractors and suppliers.

52.203-S0004 Advertising of Award Smithsonian Institution (January 2023)

The Contractor shall not refer to the Smithsonian or to any of its museums, organizations, or facilities in any manner or through any medium, whether written, oral or visual, for any purpose whatsoever, including advertising, marketing, and promotion.

52.215-S0008 Contracting Officer's Technical Representative (Apr 1988)

Contracting Officer's Technical Representative (herein referred to as the COTR) will be the Contracting Officer's (CO) exclusive representative to the Contractor with respect to the Project during construction and until Final Payment and Release of Claims. The term COTR is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Smithsonian Institution's communications with the Contractor shall be exclusively through the COTR, who will have full authority to act on behalf of the C.O. with regard to all aspects of the Project except that the C.O. must approve all Modifications and payments to the Contractor and is the final authority for all disputes under any Clause of this Contract. All of the Contractor's communications to the S.I. shall be exclusively through the COTR. All of the COTR's actions with regard to this Project will be as the representative of the C.O.

52.215-S0009 Information, Services and Rights of the Smithsonian (Apr 1988)

- (a) The S.I., through the C.O. and COTR, will provide administration of the contract as hereinafter described.
- (b) The S.I. or its authorized representatives shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.
- (c) The S.I. or its authorized representatives shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and program in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- (d) The COTR shall have authority to reject Work when in his opinion, the Work does not conform to the Contract Documents.
- (e) Whenever in the COTR's reasonable opinion it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the COTR will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.
- (f) The COTR shall have the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of his Subcontractors, and the Architect to discuss such matters as procedures, progress, problems, payments and scheduling.

(g) The COTR will establish procedures to be followed for processing all Shop Drawings, catalogs, and other project reports and other documentation, test reports, and maintenance manuals.

(h) The COTR will review all requests for changes and shall implement the processing of Change Orders, including applications for extension of the Contract Time.

(1) The COTR will review and process all Progress Payments including the Final Payment.

(2) The Smithsonian Institution or its authorized representatives shall not be responsible or liable to the Contractor for the acts, errors or omissions of the Contractor, any separate Subcontractor, any separate contractor or any contractor's or subcontractor's agents or employees, or any other persons performing any of the Work.

(k) Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, ten copies of full-size Drawings and Specifications reasonably necessary for the execution of the Work.

(l) The foregoing rights are in addition to other rights of the S.I. enumerated herein and those provided by law.

52.223-S0070 Dissemination of Information (January 2023)

There shall be no dissemination or publication of information, except between the Contractor and any subcontractors, of information developed under this contract or any task orders awarded under the terms of this contract or contained in reports to be furnished pursuant to this contract without the prior written approval of the Contracting Officer.

52.236-S0030 Availability and Use of Utility Services (Jun 2000)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. These services shall be furnished without charge to the Contractor. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, and associated paraphernalia.

52.236-S0031 Use of Site (Jun 2000)

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, easements, right-of-way agreements and the Contract Documents. The Contractor shall not unreasonably encumber the site, in the opinion of the COTR, with any materials, equipment or trailers nor shall he block the entrances or otherwise prevent reasonable access to the site, other working and parking areas, completed portions of the Work and/or other properties, storage areas, loading dock and other areas of the work site or areas that are adjacent to the work site. If the Contractor fails or refuses to move said materials, equipment or trailers within 24 hours of notification by the COTR to so do, the COTR shall have the right, without further notice, to remove, at the Contractor's expense, any material, equipment and/or trailers which the COTR deems are in violation of this Construction Contract Clause entitled "Use of Site".

52.242-S0020 Historic & Archeological Rights (Jun 2000)

(a) If during the excavation of the site items of historic and archeological significance are found, the contractor shall stop work and notify the COTR immediately. Subsequent excavation work shall proceed as directed by the COTR.

(b) All items considered by the Smithsonian Institution to have historic or archaeological significance are the property of the Smithsonian Institution.

SI-0092 Generative Artificial Intelligence (GenAI)

Contractor will not input or upload Smithsonian-provided content into any GenAI tools or applications that will use the content for purposes not essential to this Contract, including but not limited to training or scraping, without the Smithsonian's prior written approval.

(End of Clause)

I - Contract Clauses

52.203-3 Gratuities. (APR 1984)

52.203-5 Covenant Against Contingent Fees. (MAY 2014)

52.203-7 Anti-Kickback Procedures. (JUN 2020)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)

52.203-13 Contractor Code of Business Ethics and Conduct. (NOV 2021)

52.203-14 Display of Hotline Poster(s). (NOV 2021)

(a) *Definition.*

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

<https://www.oig.dhs.gov/hotline>

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract-

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

52.204-7 System for Award Management. (NOV 2024)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUN 2020)

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

52.215-2 Audit and Records - Negotiation. (JUN 2020)

52.219-8R Utilization of Small Business Concerns. (JAN 2025)

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

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation and qualified as a small business under the criteria and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contract or subcontract.

(b) It is the policy of the United States that small business concerns and service-disabled veteran-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and service-disabled veteran-owned small business concerns.

(c)(1) A joint venture qualifies as a small business concern if-

(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program. (See 13 CFR 125.9(d).)

(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e)(1) Unless the Contractor has reason to question the representation, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or service-disabled veteran-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) Unless the Contractor has reason to question the representation, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or service-disabled veteran-owned small business in the System for Award Management (SAM) if-

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(End of clause)

52.219-9R Small Business Subcontracting Plan. (JAN 2025)

(a) This clause does not apply to small business concerns.

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

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial products and commercial services sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Commercial product means a product that satisfies the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101.

Commercial service means a service that satisfies the definition of "commercial service" in FAR 2.101.

Electronic Subcontracting Reporting System (eSRS) means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)(1) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business and service-disabled veteran-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business and service-disabled veteran-owned small business concerns, with a separate part for the

basic contract and separate parts for each option (if any). The subcontracting plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)(i) Unless the Contractor has reason to question the representations, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or service-disabled veteran-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) Unless the Contractor has reason to question the representations, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or service-disabled veteran-owned small business in the System for Award Management (SAM) if-

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business and service-disabled veteran-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 15 U.S.C. 657r(a), an Offeror that is a mentor with an SBA-approved mentor-protégé agreement (see 13 CFR 125.9) that provides a subcontract to its protégé may apply the costs incurred for training it provides to its protégé toward its subcontracting plan goals, provided that protégé is a covered territory business or that protégé has its principal office located in the Commonwealth of Puerto Rico. In accordance with 43 U.S.C. 1626-

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of-

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (g) of this clause, to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to service-disabled veteran-owned small business.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Service-disabled veteran-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM or veterans service organizations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small and service-disabled veteran-owned small source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

(i) Small business concerns (including ANC and Indian tribes);

(ii) Service-disabled veteran-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business and service-disabled veteran-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns, including entities that are treated as small business concerns by statute for certain purposes (*e.g.*, ANCs, see 13 CFR 125.3(b)(2))) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will-

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Contractor with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (I) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses) and service-disabled veteran-owned small business concerns. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the email address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the email address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business and service-disabled veteran-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, SAM), guides, and other data that identify small business and service-disabled veteran-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business or service-disabled veteran-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(C) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small and service-disabled veteran-owned sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if-

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business and service-disabled veteran-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business and service-disabled veteran-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business and service-disabled veteran-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business and service-disabled veteran-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small or service-disabled veteran-owned small business the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(5) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business or service-disabled veteran-owned small business concern.

(6) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(1)(iii) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides-

(A) In the case of the prime Contractor, with the Contracting Officer;
and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*. (i) *Reports submitted under individual subcontracting plans*.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.702(a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve-month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) *Reports submitted under a commercial plan.*

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)

52.222-3 Convict Labor. (JUN 2003)

52.222-4 Contract Work Hours and Safety Standards - Overtime Compensation. (MAY 2018)

52.222-6 Construction Wage Rate Requirements. (AUG 2018)

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)

52.222-11 Subcontracts (Labor Standards). (MAY 2014)

52.222-12 Contract Termination - Debarment. (MAY 2014)

52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations. (MAY 2014)

52.222-14 Disputes Concerning Labor Standards. (FEB 1988)

52.222-15 Certification of Eligibility. (MAY 2014)

52.222-50 Combating Trafficking in Persons. (NOV 2021)

52.223-3 Hazardous Material Identification and Material Safety Data. (FEB 2021) - Alternate I (JUL 1995)

52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2024)

52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (MAY 2024)

52.225-11 Buy American - Construction Materials Under Trade Agreements. (NOV 2023)

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

Caribbean Basin country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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.

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

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means-

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of

components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), 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 United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country ((Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means-

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been

made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Free Trade Agreement country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

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

WTO GPA country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.* (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

[Contracting Officer is to list applicable excepted materials or indicate "none"]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components.* (1) The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components.* (1) The cost of a particular domestic

construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American statute.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

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

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____
Item 2:			
Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____

[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

(End of clause)

52.225-12 Notice of Buy American Requirement – Construction Materials under Trade Agreements (MAY 2014)

52.225-13 Restrictions on Certain Foreign Purchases. (FEB 2021)

52.227-1 Authorization and Consent. (JUN 2020)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (JUN 2020)

52.227-4 Patent Indemnity--Construction Contracts. (DEC 2007)

52.228-2 Additional Bond Security. (OCT 1997)

52.228-5 Insurance - Work on a Government Installation. (JAN 1997)

52.228-11 Individual Surety-Pledge of Assets. (FEB 2021)

52.228-12 Prospective Subcontractor Requests for Bonds. (DEC 2022)

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

52.232-16 Progress Payments. (NOV 2021)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) *Computation of amounts.* (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 90 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors-

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for -

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) *Liquidation.* Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) *Reduction or suspension.* The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) *Title.* (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) *Property*, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, *e.g.*, the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) *Control of costs and property.* The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) *Reports, forms, and access to records.* (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) *Special terms regarding default.* If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) *Reservations of rights.* (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) *Financing payments to subcontractors.* The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to-

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments-

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) *Limitations on undefinitized contract actions.* Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A *contract action* is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) *Due date.* The designated payment office will make progress payments on the [Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) *Progress payments under indefinite-delivery contracts.* The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.232-18R Availability of Funds. (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of non-appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-23 Assignment of Claims. (MAY 2014)

52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)

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

52.236-1 Performance of Work by the Contractor. (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at **least 12% percent of the total amount of work** to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction, and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-2 Differing Site Conditions. (APR 1984)

52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)

52.236-5 Material and Workmanship. (APR 1984)

52.236-7 Permits and Responsibilities. (NOV 1991)

52.236-8 Other Contracts. (APR 1984)

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)

52.236-10 Operations and Storage Areas. (APR 1984)

52.236-11 Use and Possession Prior to Completion. (APR 1984)

52.236-12 Cleaning Up. (APR 1984)

52.236-13 Accident Prevention. (NOV 1991)

52.236-14 Availability and Use of Utility Services. (APR 1984)

52.236-15 Schedules for Construction Contracts. (APR 1984)

52.236-17 Layout of Work. (APR 1984)

52.236-21 Specifications and Drawings for Construction. (FEB 1997) - Alternate I (APR 1984)

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. 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. In case of difference between drawings

and specifications, the specifications shall govern. 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. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words *directed, required, ordered, designated, prescribed*, or words of like import are used, it shall be understood that the *direction, requirement, order, designation, or prescription*, of the Contracting Officer is intended and similarly the words *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.

(c) 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*.

(d) 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.

(e) 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. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. 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. Any work done before such approval shall be at the Contractor's risk. 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 (f) below.

(f) 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. If the Contracting Officer approves any such variation, the Contracting Officer shall 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.

(g) 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. 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.

(End of clause)

52.236-26 Preconstruction Conference. (FEB 1995)

52.242-13 Bankruptcy. (JUL 1995)

52.242-14 Suspension of Work. (APR 1984)

52.243-4 Changes. (JUN 2007)

52.243-5 Changes and Changed Conditions. (APR 1984)

52.246-13 Inspection - Dismantling, Demolition, or Removal of Improvements. (AUG 1996)

(a) Unless otherwise designated by the specifications, all workmanship performed under the contract is subject to Government inspection at all times and places where dismantling or demolition work is being performed. The Contractor shall furnish promptly, and at no increase in contract price, all reasonable facilities, labor, and materials necessary for safe and convenient inspection by the Government. The Government shall perform inspections in a manner that will not unduly delay the work.

(b) The Contractor is responsible for damage to property caused by defective workmanship. The Contractor shall promptly segregate and remove from the premises any unsatisfactory facilities, materials, and equipment used in contract performance, and promptly replace them with satisfactory items. If the Contractor fails to proceed at once in a workmanlike manner with performance of the work or with the correction of defective workmanship, the Government may (1) by contract or otherwise, replace the facilities, materials, and equipment or correct the workmanship and charge the cost to the Contractor and (2) terminate for default the Contractor's right to proceed. The Contractor and any surety shall be liable, to the extent specified in the contract for any damage or cost of repair or replacement.

(End of clause)

52.248-3 Value Engineering - Construction. (OCT 2020)

52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012) - Alternate I (SEP 1996)

52.249-10 Default (Fixed-Price Construction). (APR 1984) - Alternate I (APR 1984)

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

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

(End of clause)

52.253-1 Computer Generated Forms. (JAN 1991)

52.202-S0003 Definitions (Apr 1988)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation or contract was issued, unless modified herein--

(a) "Head of the agency," means the Secretary of the Smithsonian Institution.

(b) "Contracting Officer" (C.O.) means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings and to settle all claims.

(c) "Government" means the Smithsonian Institution (S.I.). The Contracting Officer (C.O.) shall be deemed to be the authorized representative of the S.I. The Smithsonian Institution shall hereinafter be referred to by its initials, "S.I.", or as "the Government".

(d) "Contractor" means the person or persons, firm or company whose proposal has been accepted by S.I. and includes the Contractor's personal representatives, successors and assigns permitted by S.I.

(e) "Contracting Officer's Technical Representative" (COTR) means the Project Manager appointed by the Contracting Officer to act as COTR for the purpose of the Contract. Written notification of the appointment or recession of such appointment shall be promptly furnished to the Contractor.

52.202-S0012 Specialist (Jun 2000)

The term "Specialist" as used in the contract specification shall mean an individual or firm of established reputation (or, if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workmen skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the Contract or otherwise performing work required by the Contract. Where the contract specification requires installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.

52.209-S0042 Subcontractor Eligibility (Jun 2000)

a) In connection with the performance of work under this contract, the Contractor shall not subcontract with any subcontractor who, at the time of subcontract award, is listed on the current Excluded Parties List, unless otherwise authorized by the Government in accordance with Subpart 9.4 of the Federal Acquisition Regulations.

(b) Prior to award of the prime contract, the Excluded Parties List will be available for inspection at the Business Service Center in the GSA regional office. After contract award, the Contractor may obtain a copy of the current list from the Contracting Officer.

(c) In the event of the Contractor's noncompliance with the foregoing requirements, the Government may terminate this contract for default or take other appropriate action, including, but not limited to, requiring the Contractor to terminate any such subcontract and substitute and eligible subcontractor in lieu thereof, at no increase in the contract price or time for performance.

(d) The term "subcontractor," as used in this clause, shall mean the individual or firm with whom the Contractor proposes to enter into a subcontract for manufacturing, fabricating, installing, or otherwise performing work under this contract.

(e) The Contractor shall include the provisions of paragraphs (a), (b), (d), and (e) of this clause in every subcontract hereunder.

52.215-S0001 Order of Precedence (January 2023)

In the event of an inconsistency between provisions of the Solicitation or the Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. The Schedule.
2. Solicitation, Instructions, and Conditions.
3. Amendments to the Solicitation.
4. Contract Clauses.

5. Specifications.

6. The Drawings: large scale details, small-scale details, standard size plans, sections and elevation drawings.

7. Other Documents, Exhibits, and Attachments.

8. Other Provisions of the Solicitation, whether incorporated by reference or otherwise inferred by standard practice.

9. The Offeror's Proposal.

52.215-S0046 Right to Audit and Preservation of Records (Jun 2000)

(a) The Contractor shall maintain books, records and accounts of all costs in accordance with generally accepted accounting principles and practices. The S.I. or his authorized representatives shall have the right to audit the books, records and accounts of the Contractor under any of the following conditions:

(1) If the Contract is terminated for any reason in accordance with the provisions of these Contract Documents in order to arrive at equitable termination costs;

(2) In the event of a disagreement between the Contractor and the S.I. over the amount due the Contractor under the terms of this Contract;

(3) To check or substantiate any amounts invoiced or paid which are required to reflect the costs of the Contractor, or the Contractor's efficiency or effectiveness under this Contract or in connection with extras, changes, claims, additions, back-charges, or other, as may be provided for in this Contract; and/or

(4) If it becomes necessary to determine the S.I.'s rights and the Contractor's obligations under the Contract or to ascertain facts relative to any claim against the Contractor which may result in a charge against the S.I.,

(5) To determine any difference in cost occasioned by a substitution permitted under the Construction Contract Clause entitled "Subcontractors".

(b) These provisions for an audit shall give the S.I. or its designated representative unlimited, reasonable access during normal working hours to the Contractor's books and records under the conditions stated above. The S.I. has the right to obtain copies of any or all records at a reasonable cost.

(c) Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to the S.I. for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor, but without direct charge to the S.I., all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work hereunder.

(d) The S.I. will make all payments required of it under this Contract subject to audit, under circumstances stated above, which audit may be performed at the S.I.'s option, either during the Contract time period or during the above record retention time period. Regardless of authorization, approval or acceptance, signatures or letters which were given by the S.I. and are part of the S.I.'s control systems or are requested by the Contractor, the payments made under this Contract shall not constitute a waiver or the S.I.'s right to audit, nor shall payments constitute a waiver or agreement by the S.I. that it accepts as correct the billings, invoices or other charges on which the payments are based. If the S.I.'s audit produces a claim against the Contractor, the S.I. may pursue all its legal remedies even though it has made all or part of the payments required by this Contract.

(e) If any audit by the S.I. or its representative discloses an underpayment by the S.I. pursuant to the terms of the Contract Documents, the S.I. shall have the duty to pay any amounts found by the Audit to be owed to the Contractor. If such audit discloses an overpayment, the Contractor shall have the obligation to

reimburse the S.I. for the amount of the overpayment. The S.I.'s right to claim reimbursement from the Contractor of any overpayment shall not be terminated or waived until 60 days after S.I. audit or upon the termination of audit rights under this Construction Contract Clause, whichever date is later. The obligation of the Contractor to make reimbursement hereunder shall not terminate except as provided by law.

(f) The S.I.'s right to audit and the preservation of records shall terminate at the end of three (3) years as stated hereinabove. The Contractor shall include this "Right to Audit and Preservation of Records" clause in all subcontracts issued by him and he shall require same to be inserted by all lower tier Subcontractors in their subcontracts, for any portion of the Work. Such audit may be conducted by the S.I. or its authorized representatives.

52.223-S0019 Asbestos-Containing Materials (Jun 2000)

(a) The Contractor shall immediately notify the COTR upon uncovering any material likely to contain or suspected of containing asbestos fibers. Upon such notification, the Smithsonian Institution Office of Environmental Management and Safety, Industrial Hygiene Branch, will conduct preliminary tests at no cost to the Contractor. Further disturbances of the material shall cease and the continuance of the work effort shall be subject to approval by the Smithsonian Institution.

(b) Asbestos-free materials shall be used whenever available. The Contractor shall specifically identify asbestos-containing material for any item prior to its use or installation under this contract by submitting a Material Safety Data Sheet for approval. The Smithsonian Institution reserves the right to disapprove and to disallow any item containing asbestos at no additional cost.

(c) All asbestos abatement work shall be in compliance with all applicable federal, state, and local regulations. Additionally, the Contractor shall comply with Smithsonian Institution's requirements for asbestos abatement work and handling asbestos-containing materials.

52.228-S0014R Bid Guarantee and Bonds (Jun 2000)

A bid guarantee is NOT required.

(a) The bidder shall furnish a performance bond in an amount equivalent to 100 percent of the contract price, and payment bond in an amount equivalent to 100 percent of the contract price.

(b) If bids on one or more alternate and/or unit price bids were accepted in awarding the contract, contract price as used above shall mean the aggregate of the lump sum amount plus the product of each unit price accepted multiplied by the applicable number of units specified in the bid form, plus or minus such alternate bids as were accepted.

(c) Performance and payment bonds shall be submitted within the time specified on the Standard Form 1442, Solicitation, Offer, and Award, for this contract.

(d) The bidder shall not lose the right to receive any payment due or to become due under the contract unless and until the surety has made payment in settlement of claims by suppliers of labor or material in accordance with the requirements of the surety's undertaking under the payment or performance bond and has notified the Contracting Officer of the claims and amount so paid.

52.228-S0015 Contractor's Liability Insurance

(a) The Contractor shall purchase and maintain in companies properly licensed to do business in the location where construction is being performed under this contract and acceptable to the S.I. such insurance as will protect him and the S.I. from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor, any Supplier, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- (1) Claims under worker's or workmen's compensation, disability benefit and other similar employee benefit acts (with Workmen's Compensation and Employer's Liability Insurance in amounts not less than those necessary to meet the statutory requirements of the state(s) having jurisdiction over any portion of the Work); the Contractor will require his Subcontractors to similarly provide Workmen's Compensation Insurance for all of the latter's employees;
 - (2) Claims for damages because of bodily injury, sickness or disease or death of his employees;
 - (3) Claims for damages because of bodily injury, sickness or death of any persons other than his employees.
 - (4) Claims for damages insured by usual personal injury liability coverage, which are sustained (1) by any person as a result of an occurrence directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
 - (5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
 - (6) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- (b) The insurance required by this Construction Contract Clause entitled "Contractors Liability Insurance", shall be primary and noncontributing to any insurance possessed or procured by the S.I., and limits of liability shall be not less than those set forth in this Construction Clause entitled "Contractors Liability Insurance".
- (c) The insurance required by this Construction Contract Clause entitled "Contractors Liability Insurance", shall include contractual liability insurance applicable to the Contractor's obligations under the Construction Contract Clause entitled "Conditions Affecting the Work".
- (d) Without limiting the above during the term of the Contract, the Contractor shall, at his own expense, purchase and maintain the following insurance with companies licensed to do business in the location where construction is being performed under the contract and satisfactory to the S.I.
- (e) Workmen's compensation insurance as required by the laws of the location where construction work is being performed.

Professional Liability coverage in the amount of \$10,000,000.00 (\$10 Million dollars). Professional Liability Insurance coverage to include coverage for errors and omissions of the Contractor, its subcontractor(s), agents and employees. Professional Liability Insurance coverage shall include coverage for the negligent acts, errors and omissions of the Contractor and its employees. Coverage is also required of subcontractor(s) and agents. Throughout the Term, the Professional Liability/Errors & Omissions Liability insurance's retroactive coverage date will be no later than the effective date of this Agreement.

(f) Where Rigging, Use of Ladders, and Lifts involved:

Minimum Per Occurrence Limit: \$5,000,000 (Five Million)

Contractors can obtain coverage through an Inland Marine policy that provides protection for the items that they will be doing rigging on. This coverage should include coverage for the cargo that is on-hook and in their care, custody, and control.

The preferred method to ensure this coverage is through the Commercial General Liability policy as the property damage coverage under this policy includes loss of use of the item.

If the Commercial General Liability policy deletes the exclusion for care, custody and control and the exclusion for “that particular part of real property on which you or any contractors or subcontractor working directly or indirectly on your behalf are performing operation, if the property damages arising out of those operations.”

The deletion of this exclusion should extend the scope of coverage for damage to real property during hoisting operations. The key is to make sure there is coverage while property is “on-hook.”

(g) Appropriate bodily injury liability insurance, with limits of not less than **\$5,000,000.00** (Five Million Dollars. Smithsonian must be listed as additional insured.

(h) Property damage liability insurance with a limit of not less than **\$1,000,000.00** per occurrence.

(i) Automobile bodily injury liability insurance with limits of not less than **\$1,000,000.00** per occurrence and **\$2,000,000.00** aggregate.

(j) Employers' Liability - At least **\$100,000.00** for each accident.

(k) Public Liability and Property Insurance - The Contractor shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance as shall protect him and any Subcontractor performing work under this Contract from claims for damages for personal injury including accidental death, as well as from claims for personal property damage which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall procure insurance coverage for direct operations, sublet work, elevators, contractual liability and completed operations with limits not less than those stated below.

(l) Property Damages, including Broad Form Property Damage and Explosion, Collapse, Underground property damage coverage, and blasting, where necessary.

(m) Completed Operations Liability - Continues coverage in force for one year after completion of Work.

(n) **Excess/umbrella policy** - raising the above limits to **\$5 million**.

(o) Liability insurance may be arranged by Comprehensive General Liability and Comprehensive Automobile Liability policies for the full limits required; Comprehensive General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an excess of umbrella liability policy.

(p) It is understood and agreed that the Contractor's Insurance Company shall notify in writing, the Director, Office of Contracting, Smithsonian Institution, Washington, D.C. 20024, thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy.

(q) Contractor shall provide the Smithsonian Certificate(s) of Insurance evidencing the required coverage ten (10) days following the date of notice of contract award. Contractor also agrees that it will provide copies of the policies to the Smithsonian, if requested. The insurance companies providing the above coverage shall be satisfactory to the Smithsonian Institution. Notice of policy changes will be furnished to the Contracting Officer.

(r) Contractor shall maintain the insurance policies described in the following covering all the activities under the contract (If policies are on a “claims made” basis, the Contractor warrants that she/she will not discontinue coverage for at least three years after the completion of activities pertaining to this contract). The Contractor may use a combination of policies to achieve the minimum limits and coverage specified. Contractor shall disclose to the Smithsonian the full limits of all liability insurance policies including umbrella and/or excess liability policies **and any deductible or self-insured retention**. Contractor shall provide the Smithsonian the required Certificate(s) of Insurance evidencing the required coverages prior to the commencement of work under this contract. Contractor also agrees that he/she will provide copies of

the policies to the Smithsonian, and that he/she will notify the Smithsonian thirty days in advance of any material change to the coverage or limits of insurance required by this provision.

(s) **Evidence of Insurance**

Contractor shall name the Smithsonian, the United States of America as. Additional Insured by specific endorsement as Additional Insured to the Commercial General Liability for liabilities arising out of the Contractor's or the Contractor's sub-contractor's or agent's activities related to this agreement. The required liability policies shall provide for cross liability coverage. **Contractor shall provide the Smithsonian with evidence of meeting this Additional Insured requirement prior to Contractor or sub-contractor's commencement of activities under this agreement.**

(t) **Insurance for Contractor's Sub-Contractors**

Contractor will be responsible to ensure that its sub-contractors are adequately insured by a Commercial General Liability policy of either the Contractor or it's sub-contractor including personal and bodily injury as described above, as well as Worker's Compensation insurance afforded in the jurisdiction where the work is performed.

(u) **Indemnification**

Contractor shall indemnify, hold harmless, and defend the Smithsonian and its museums, bureaus, the Regents, Officers, agents, employees, and the U.S. Government from and against any and all claims, liability, including judgments, and settlements expenses, including attorneys' fees, for any damage, expense, act or omission of the Contractors or its' representatives, agents, employees or servants, and related directly or indirectly to any aspect of this agreement or performance of work hereunder, including injury to, or death of, any of the Contractors' employees, agents or third party. Contractor shall also indemnify the Smithsonian for any loss or damage to Smithsonian property, including exhibits, display cases, collection items, objects and artifacts caused by any negligence, action, inaction, or misconduct of the Contractor, its' employees, agents, or a third party.

52.228-S0017 Insurance (Sep 2021)

The requirements of the Insurance - Work on a Government Installation clause prescribed in FAR 52.228-5, Clause 52.228-S0015, SI Contractor's Liability Insurance, and Clause 52.228-S0016, SI Contractor's Property Insurance, are supplemented to provide that the general liability and property insurance policies shall name "the Smithsonian Institution," as an additional insured with respect to operations performed under this contract.

52.229-S0043 Taxes (Jun 2000)

The Contractor shall pay all applicable Federal, State and local taxes and duties for the Work or portions thereof provided by the Contractor which are legally enacted at the time the offers are received, whether or not effective, except to the extent that the Contractor obtains tax exempt certificates in Maryland, Virginia and the District of Columbia. The Smithsonian Institution will cooperate with the Contractor in his application for such tax-exempt certificates.

52.232-S0005 Interest on Payments (January 2023)

The Prompt Payment Act (31 U.S.C. Section 3901) is not applicable to the Smithsonian Institution. The Smithsonian Institution shall take all reasonable measures to ensure that payment for invoice(s) properly documented and submitted shall be paid within 30 days from receipt of an approved proper invoice(s) by the COTR.

52.232-S0047 Application for Payment for Construction (August 2024)

The provisions of the Clause entitled "Payment Under Fixed-Price Construction Contracts" prescribed in FAR 52.232-5 are modified as follows:

(a) SCHEDULE OF VALUES:

(1) As part of the submission of its Preliminary Schedule, the Contractor shall submit to the COTR a Schedule of Values, allocated to the various portions of the Work including mobilization and demobilization. This schedule, supported by data from the approved Progress Schedule, shall be used as a basis for the Contractor's Applications for Payment for any increase or decrease in the Contract price. The Contractor shall not front-end load his Schedule of Values.

(b) APPLICATIONS FOR PAYMENT:

(1) The S.I. shall make progress payments monthly as the Work proceeds on Applications for Payment approved by the Contracting Officer.

(2) The S.I. shall, upon request, reimburse the Contractor for the entire amount of premiums paid for Performance and Payment bonds (including coinsurance and reinsurance agreements, when applicable) after furnishing evidence of full payment to the surety.

(3) Prior to the date for each progress payment, the Contractor, in accordance with the Supplementary Construction Contract Clause entitled "Scheduling of the Work", shall submit to the COTR an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the COTR may require, including, but not limited to the Contractor's certification that all work for which payment is requested has been completed in full in accordance with the Contract Documents, and reflecting retainage, if any, as provided elsewhere in the Contract Documents. The Contractor shall also certify that he has paid all due and payable amounts for which previous Certificates for Payment were issued and payments received from the S.I.

(4) The S.I. will retain ten percent of the amount of all progress payments until the Work is finally completed and accepted, whether or not the S.I. has occupied any or all of the Project before such time. After fifty percent of the Work has been completed, the Contractor may request the C.O. to retain five percent of the amount of all progress payments for the Work performed beyond the fifty percent stage of completion. The decision by the C.O. concerning reduction of retention shall be final and binding upon the Contractor.

(5) Payments may be made by the S.I. at its discretion, on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site by the Contractor. Payments for materials or equipment stored on the site shall only be considered upon submission by the Contractor of satisfactory evidence (for example, releases or paid invoices from the Seller) that he has acquired title to such material, that it will be utilized on the Work under this Contract and that it is satisfactorily stored, protected, and insured or that other procedures satisfactory to the S.I. that will protect the S.I.'s interests have been taken. Materials once paid for by the S.I. become the property of the S.I. and may not be removed from the work site without the S.I.'s written permission.

(6) S.I. will be under no obligation to make payment to the Contractor on account of materials or equipment not incorporated in the Work but delivered and stored at the site unless the Contractor, in his Schedule of Values, includes line items for such delivered and stored materials or equipment.

(7) It is specifically understood and agreed that an inspection and approval of the materials by the COTR or any agency retained by him shall not in any way subject the S.I. to pay for the said materials or any portion thereof, even though incorporated in the Work, if said materials shall in fact turn out to be unfit to be used in the Work, nor shall such inspection be considered as any waiver of objection to the Work on account of the unsoundness or imperfection of the material used.

(8) Unless otherwise provided for elsewhere in the Contract Documents, no payments will be made for any materials or equipment stored off or away from the Site without the prior consent of the COTR.

(9) The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the S.I. either by incorporation in the construction or upon the receipt of payment by

the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Construction Contract Clause as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

(10) CONTROL OF COSTS AND PROPERTY. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(c) CERTIFICATES OF PAYMENT.

(1) The C.O. will within 5 days after receipt of the Contractor's Application for Payment, either approve the Application for Payment for such amount as the C.O. determines is properly due or notify the Contractor in writing of his reasons for not approving the Application for Payment as provided in this Construction Contract Clause under "Payments Withheld".

(2) The submission and approval of the Progress Schedule and monthly updates thereof as required by the Supplementary Construction Contract Clause entitled "Scheduling of the Work" shall be an integral part and basic element of the application upon which progress payment shall be made. The Contractor shall be entitled to progress payments only as determined from the currently Approved and Updated Progress Schedule.

(d) PAYMENTS WITHHELD.

(1) The C.O. may decline to approve the Application for Payment or reduce payment or because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Application for Payment previously approved to such extent as may be necessary in his opinion to protect the S.I. from loss, because of:

(i) Defective work not remedied,

(ii) Third party claims filed, whether in court, in arbitration or otherwise, or reasonable evidence indicating probable filing of such claims,

(iii) Failure of the Contractor to make payments properly to Subcontractors or Suppliers,

(iv) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price,

(v) Damage to the S.I. or to a separate contractor,

(vi) Reasonable evidence that the Work will not be completed within the Contract Time, or within any Contract Milestones as established in the Contract Documents,

(vii) Failure or refusal of the Contractor to carry out the Work in accordance with or to otherwise substantially or materially comply with the Contract Documents,

(viii) Liens filed or reasonable evidence that a lien may be filed for any portion of the Work, or

(ix) Failure or refusal of the Contractor to properly schedule and coordinate the Work, to provide Progress Schedules, reports and updates, or to otherwise fully comply with the Supplementary Construction Contract Clause entitled "Scheduling of the Work".

(x) Failure or refusal of the Contractor to fully comply with the provisions of the Construction Contract Clause entitled "Work by Smithsonian Institution or by Separate Contractors", requiring the Contractor to direct certain claims to separate contractors and to defend and indemnify the S.I. in the event separate contractors file claims.

(xi) Failure or refusal of the Contractor to fully comply with the provisions of the Construction Contract Clause entitled "Shop Drawings, Coordination Drawings and Schedules".

(xii) Failure or refusal of the Contractor to fully comply with the provisions of the Supplementary Construction Contract Clause entitled "Submittal Schedule".

When the above grounds in this Construction Contract Clause are removed, payment shall be made for amounts withheld because of them.

(e) SUBSTANTIAL COMPLETION.

(1) When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the S.I., is substantially complete as defined in the Construction Contract Clause entitled "Commencement, Prosecution, and Completion of Work", the Contractor shall prepare for submission to the COTR a list of items which in his opinion are to be completed or corrected and shall, request in writing that the COTR perform a Substantial Completion inspection. The COTR shall review the Contractor's list and will compile a punch list of items to be corrected and completed. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the COTR on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibilities of the S.I. and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance; and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be issued to the Contractor for his written acceptance of the responsibilities assigned to him in such Certificate and returned to the COTR within five (5) days.

(2) The Contractor shall have thirty (30) days from the Date of Substantial Completion to complete all items on the punch list to the satisfaction of the COTR. The COTR shall have the option to correct or conclude any and all punch list items not completed by the Contractor within thirty (30) days from the Date of Substantial Completion by utilizing his own forces or by a separate contractor. The cost of such correction of remaining punch list items by the S.I. or others shall be deducted from the Final Payment to the Contractor. If the Contractor does not complete all punch list items within this time period specified in this Construction Contract Clause, all warranties and guarantees for such incomplete Punch List items shall become effective upon issuance of Final Payment.

(3) The issuance of the Certificate of Substantial Completion does not indicate final acceptance of the project by the S.I., and the Contractor is not relieved of any responsibility for the project except as specifically stated in the Certificate of Substantial Completion.

(4) Should the COTR determine that the Work or a designated portion thereof is not substantially complete, he shall provide the Contractor a written notice stating why the project or designated portion is not substantially complete. The Contractor shall expeditiously complete the Work and shall re-request in writing that the COTR perform a Substantial Completion inspection and the costs, if any, associated with such inspection shall be assessed to the Contractor.

(f) FINAL COMPLETION AND FINAL PAYMENT:

(1) Upon receipt of the documentation required by this Construction Contract Clause, and of written notice that the Work is ready for final inspection and acceptance, the COTR will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will issue a Certificate for Final Completion to the Contractor. Upon his receipt of the Final Completion Certificate, the Contractor may submit his Application for Final Payment to the C.O. for his approval. Final Payment shall be made in full to the Contractor within thirty (30) calendar days after the approval by the C.O. of the Application for Final Payment provided that the requirements of this Construction Contract

Clause have been fulfilled, except for an amount mutually agreed upon for any work remaining uncompleted for which the S.I. is entitled a credit under the Contract Documents.

(2) Neither the Final Payment nor the remaining retained percentage shall become due until the Work is free and clear of any and all liens and the Contractor submits to the C.O.:

(i) An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the S.I. or its property might in any way be responsible, have been paid or otherwise satisfied;

(ii) Consent of surety to Final Payment;

(iii) Receipts, releases and waivers of liens arising out of the Contract and such other data establishing payment or satisfaction of all such obligations to the extent and in such form as may be required and designated by the C.O.

(iv) As-built drawings, operation and maintenance manuals and other project close-out submittals, as required by the Contract Documents;

(v) A fully executed and notarized Release of claims in such form as may be designated by the S.I.; and

(vi) A written certification that:

(A) The Contractor has reviewed the requirements of the Contract Documents,

(B) The Work has been inspected by the Contractor for compliance with all requirements of the Contract Documents,

(C) Pursuant to this inspection, the Contractor certifies and represents that the Work complies in all respects with the requirements of the Contract Documents,

(D) The Contractor further certifies and represents that all equipment and systems have been installed in accordance with the Contract Documents and have been tested in accordance with specification requirements and are operational.

(vii) The making of Final Payment shall constitute a waiver of all claims by the S.I. against the Contractor except those arising from:

(A) Unsettled liens and claims against the S.I. or the Architect, or their employees, agents, or representatives,

(B) Faulty, defective or non-conforming Work discovered or appearing after Substantial or Final Completion,

(C) Failure of Work to comply with the requirements of the Contract Documents,

(D) Terms of any warranties contained in or required by the Contract Documents, or

(E) Damages incurred by the S.I. resulting from lawsuits brought against the S.I., the Architect, or their agents, employees or representatives because of failures or actions on the part of the Contractor, his Subcontractors, suppliers, or any of their employees, agents or representatives.

(F) Fraud or bad faith committed by the Contractor or Subcontractor or Supplier during performance of Work but discovered by the S.I. after Final Payment.

52.232-S0053 Examination of Records by Smithsonian Institution (Oct 1987)

The Contractor agrees that the Contracting Officer of the Smithsonian Institution or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Part 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Contracting Office, Smithsonian Institution or any of this duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Part 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract for compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders for public utility services at rates established for uniform applicability to the general public.

52.232-S0065 Progress Payments (January 2023)

The Contractor may submit invoice(s) to the Contracting Officer's Technical Representative, Smithsonian Institution, not more frequently than monthly for work performed and accepted. Progress payments, when applicable, shall be based on a percentage of completion less 10% retainage. The Contractor shall submit a separate monthly invoice when requesting payment. The ten percent retainage will be held until the final acceptance of all effort within each Phase.

52.233-S0006 Disputes (January 2023)

(a) Smithsonian Institution is Not Subject to the Contract Disputes Act. The Contract Disputes Act of 1978 (41 U.S.C. 601-613) is not applicable to the Smithsonian Institution. All disputes arising under or relating to this contract shall be resolved under this clause.

(b) Claims: "Claims", as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim until certified as required by subparagraph (c)(ii) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. If the submission is disputed, either as to liability or amount, or if it is not acted upon in a reasonable time, it may be converted to a claim by complying with the submission and certification requirements of this clause.

(c) Claims Procedure

(1) Submitting Claims: A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Smithsonian Institution against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) Certification of Claims: For Contractor claims exceeding \$50,000, the Contractor shall submit with the claim a certification that:

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and

(iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Smithsonian Institution is liable.

(3) Who Shall Certify: If the Contractor is an individual, the certification shall be executed by that individual. If the Contractor is not an individual, the certification shall be executed by:

(i) A senior company official in charge at the Contractor's plant or location involved; or

(ii) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(d) Time Limits for Claims Decisions: For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) Final Decision. The decision of the Contracting Officer constitutes the final and conclusive decision of the Smithsonian Institution. It is effective on the date the Contractor receives the decision. The Contractor retains all rights to subsequent judicial review to which it is entitled under federal law. The Contractor shall comply with any decision of the Contracting Officer and otherwise proceed diligently with performance of this contract pending final resolution of any request for relief, claim, or action arising under the contract.

(f) Interest on Claims: The Smithsonian Institution shall pay interest on the amount found due and unpaid from:

(1) the date the Contracting Officer receives the claim (properly certified if required), or

(2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Secretary of the Treasury during the pendency of the claim.

52.236-S0018 Calculation of Equitable Adjustment for Differing Site Conditions (Jun 2000)

(a) Any increase or decrease in the Contract price and/or Contract time resulting from differing site conditions shall be made in the manner provided by Construction Contract Clause entitled "Equitable Adjustments".

(b) The S.I. shall not be liable or responsible for additional work, costs or changes to the work due to material differences between actual conditions and any geo-technical, soils and other reports, surveys and analyses made available for the Contractor's review and not specifically incorporated into the Contract Documents.

52.236-S0021 Execution, Correlation and Intent (Jun 2000)

The requirements of the clause entitled "Specifications and Drawings" at FAR 52.236-21, are supplemented as follows:

(a) The Contract documents shall be signed in not less than quadruplicate, by the Smithsonian Institution and Contractor and each of which shall be deemed an original, but all sets shall constitute one and the same instrument.

(b) By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

(c) The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Should any work or material be required which is not denoted in the drawings and specification either directly or indirectly, but which is nevertheless, necessary for the proper carrying out of the intent thereof, it is understood and agreed that the same is implied and required and that the Contractor shall perform such work and furnish such materials as fully as if they were

completely delineated and prescribed. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings unless otherwise specifically defined herein. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer.

(d) The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings is for clarity only, and shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. The Contractor may subcontract the Work in such divisions as he sees fit and he is ultimately responsible for furnishing all work shown on the Drawings or in the Specifications or both.

(e) Anything shown on the Drawings and not mentioned in the Specification or mentioned in the Specifications and not shown on the Drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all drawings and the contractor will coordinate the work and the drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order or precedence: solicitation, offer, award (construction, alteration or repair); Modifications; Addenda; the Supplementary Contract Clauses; the Construction Contract Clauses; the Specifications; the Drawings; the Contract Proposal Date: [] unless the standards of quality of the Contractor under his Technical Proposal surpass those set forth in the Contract Documents, in which case the applicable section of the Technical Proposal will prevail. As between schedules and information given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern. Any such conflict or inconsistency between or in the drawings shall be submitted in writing to the Smithsonian Institution whose decision thereon shall be final and conclusive.

(f) The Contractor acknowledges and agrees that this Contract is not intended to create, nor shall any provision be interpreted as creating, any contractual relationship between the Smithsonian Institution or Contractor and any third parties.

(g) The provisions of this Contract cannot be changed, varied or waived in any respect except by a Modification. The Contractor is hereby given notice that no person has authority to orally waive, or to release the Contractor from any of the Contractor's duties or obligations under or arising out of this Contract. Any waiver, approval or consent granted by Modification to the Contractor shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent.

52.236-S0022 Ownership and Use of Documents (Jun 2000)

All Drawings, Specifications and copies thereof, furnished by the Smithsonian Institution are and shall remain the property of the Smithsonian Institution. They are to be used only with respect to this Project and are not to be used on any other project.

52.236-S0023 Shop Drawings, Coordination Drawings and Schedules (Jun 2000)

The requirements, of the Construction Contract Clause entitled "Specifications and Drawings for Construction" (FAR 52.236-21), are supplemented as follows:

(a) The Contractor shall submit shop drawings, coordination drawings, product data, samples, schedules and other submittals for approval as required by the specifications, Supplementary Construction Contract Clause entitled "Submittals", or as requested by the Contracting Officer.

52.236-S0026 Supervision and Construction Procedures (Jun 2000)

- (a) The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences, procedures, safety precautions and programs, and for coordinating all portions of the Work under the Contract.
- (b) The Contractor shall be responsible to S.I. for the acts and omissions of his employees, Subcontractors and Sub-subcontractors, Suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.
- (c) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the acts, failures to act or duties of the S.I. or the Architect in their administration of the Contract, or by inspections, tests or approvals (or the lack thereof) required or performed under the Construction Contract Clauses entitled "Uncovering of Work" and "Correction of Work", by persons other than the Contractor.
- (d) Before starting a section of work, the Contractor shall carefully examine all preparatory work that has been executed to receive his Work to see that it has been completed in accordance with the Contract Documents. He shall check carefully, by whatever means are required, to ensure that his Work and adjacent, related work will finish to proper and required standards for quality, contours, planes, and levels.
- (e) The Contractor shall employ no plant, equipment, materials, methods or persons to which the COTR objects. The Contractor shall not remove any portion of the Work or stored materials from the site of the Work.

52.236-S0027 Superintendent (Jun 2000)

- (a) The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The Superintendent shall be an authorized representative of the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. If requested by the COTR, the Contractor shall provide a management chart and a list of personnel in a manner stipulated by the COTR which shall comprise the superintending staff. The Superintendent Staff shall include but not be limited to: General Superintendent, Assistant Superintendent, Scheduling/Cost Engineers and Working Foremen. In such event, all references to the Superintendent elsewhere in the Contract Documents shall mean the superintending staff.
- (b) The Superintendent shall be in attendance at the Project site not less than eight hours per day, five days per week, unless the job is closed down due to a general strike or conditions beyond the control of the Contractor or until termination of the Contract in accordance with the Contract Documents. It is understood that such Superintendent shall be approved in writing by the C.O. and shall be the one who will be continued in that capacity for the duration of the project, unless he ceases to be on the Contractor's payroll or his withdrawal is requested or approved by the C.O. The Superintendent shall not be employed on any other project for or by Contractor or any other entity during the course of the Work.
- (c) In the event the following conditions shall exist, the Contractor shall require that his Superintendent be at the Project site not less than ten hours per day, six days per week:
 - (1) should Substantial Completion not be accomplished on schedule.
 - (2) should Final Completion not be accomplished on schedule.
 - (3) should the Progress Schedule indicate in the opinion of the COTR that the Contractor is fourteen or more days behind schedule at any time during construction up until thirty days prior to scheduled Substantial Completion.
 - (4) should the Progress Schedule indicate in the opinion of the COTR that the Contractor is seven or more days behind schedule at any time during the last thirty days prior to scheduled Substantial Completion.

52.236-S0028 Coordination of the Work (Jun 2000)

By entering into this contract, the Contractor acknowledges that there may be separate contractors on the Site whose work will be coordinated with that of his own. The Contractor expressly warrants and guarantees that he will cooperate with separate contractors and will do nothing to delay, hinder or interfere with the Work of other separate contractors, The S.I. or the Architect. The Contractor also expressly agrees that, in the event his work is hindered, delayed, interfered with or otherwise affected by a separate contractor, his sole remedy will be a direct action against the separate contractor as described in the Construction Contract Clause entitled "Work by the Smithsonian Institution or by Separate Contractors". The Contractor will have no remedy, and hereby expressly waives any remedy, against the S.I. on account of delay, hindrance, interference or other event caused by a separate contractor.

52.236-S0029 Construction Procedures (Jun 2000)

- (a) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the acts, failures to act or duties of the S.I. or the Architect in their administration of the Contract, or by inspections, tests or approvals (or the lack thereof) required or performed under the Construction Contract Clauses entitled "Uncovering of Work" and "Correction of Work" by persons other than the Contractor.
- (b) Before starting a section of work, the Contractor shall carefully examine all preparatory work that has been executed to receive his Work to see that it has been completed in accordance with the Contract Documents. He shall check carefully, by whatever means are required, to ensure that his Work and adjacent, related work will finish to proper and required standards for quality, contours, planes and levels.
- (c) The Contractor shall employ no plant, equipment, materials, methods or persons to which the COTR objects. The Contractor shall not remove any completed Work or stored materials from the site.

52.236-S0033 Smithsonian Institution's Right to Clean Up (Jun 2000)

If the Contractor fails to clean up during or at the completion of the Work, the COTR may do so as provided in the Construction Contract Clause entitled "Work by The Smithsonian Institution or By Separate Contractors" and the cost thereof shall be charged to the Contractor.

52.236-S0034 Conditions Affecting the Work (Jun 2000)

The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions, which may affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the execution of the Work, shall not relieve the Contractor of his responsibilities under the Contract Documents and shall not constitute a basis for any adjustment in the Contract Price or the Contract Time under any circumstances. The S.I. assumes no responsibility or representation about conditions affecting the Work made by any of his officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

52.236-S0035 Work by the Smithsonian Institution or by Separate Contractors (Jun 2000)

(a) Smithsonian Institution Right to Perform Work And To Award Separate Contracts:

- (1) The S.I. reserves the right to perform work related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project or other work on the site.
- (2) When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate S.I.-Contractor Agreement.

(b) Mutual Responsibility:

(1) The Contractor shall afford other contractors and the S.I. reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate the Work with that of the S.I. and other contractors to store his tools, materials, and equipment in such orderly fashion at the site of the Work as will not unduly or unreasonably interfere with the progress of the Work or the work of any other contractors.

(i) In the execution or result of any part of the Work depends upon any work of the S.I. or of any separate contractor, the Contractor shall, prior to proceeding with the Work, inspect and promptly report to the COTR in writing any apparent discrepancies or defects in such work of the S.I. or of any separate contractor that render it unsuitable for such proper execution or result of any part of the Work.

(ii) Failure of the Contractor to so inspect and report shall constitute an acceptance of the S.I.'s or separate contractor's work as fit and proper to receive the Work, except as to defects which may develop in the S.I.'s or separate Contractor's work after completion of the Work and which the Contractor could not have discovered by its inspection prior to completion of the Work.

(2) Should the Contractor cause damage to the Work or property of the S.I. or of any separate contractor on the Project, or to other work on the site, or delay or interfere with the S.I.'s work on ongoing operations or facilities or adjacent facilities or said separate contractor's work, the Contractor shall be liable for the same; and, in the case of a separate contractor, the Contractor shall attempt to settle said claim with the separate contractor prior to such other contractor's institution of litigation or other proceeding against the Contractor.

(i) If such separate contractor sues the S.I. on account of any damages, delay or interfere caused or alleged to have been so caused by the Contractor, the S.I. shall notify the Contractor, who shall defend the S.I. in such proceedings at the Contractor's expense. If any judgment or award is entered against the S.I., the Contractor shall satisfy the same and shall reimburse the S.I. for all damages, expenses, attorneys' fees and other costs which the S.I. incurs as a result thereof.

(3) Should a separate contractor cause damage to the Work or to the property of the Contractor or cause delay or interference with the Contractor's performance of the Work, the Contractor shall present directly to said separate contractor any claims it may have as a result of such damage, delay or interference (with an information copy to the C.O.) and shall attempt to settle its claim against said separate contractor prior to the institution of litigation or other proceedings against said separate contractor.

(i) In no event shall the Contractor seek to recover from the S.I., and the Contractor hereby warrants to S.I. that it will not seek to recover from the S.I. any costs, expenses (including, but not limited to, attorneys' fees) or damages or other losses incurred by the Contractor as a result of any damage to the Work or property of the Contractor or any delay or interference caused by any separate contractor.

ii) In order to carry out the intent of this Construction Contract Clause, the Contractor agrees that privity of contract exist between Contractor and any separate contractor, as defined herein, for the purpose of disposing of the liabilities or obligations which are imposed upon said parties to each other hereunder; and Contractor agrees to accept service of process and to sue and be sued in the Contractor's own name in any litigation which may arise hereunder between the Contractor and any separate contractor. S.I. agrees to include the provisions of this Construction Contract Clause in all separate Contractor Agreements.

(c) S.I.'s Right To Perform Disputed Work:

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by the Construction Contract Clause entitled "Cleaning Up", or for accomplishing coordination as required by the Construction Contract Clause entitled "Coordination of the Work," the S.I. may carry out such work and charge the cost thereof to the contractors responsible therefore as the C.O. shall determine.

(d) Coordination Of The Work:

By entering into this contract, the Contractor acknowledges that there may be separate contractors on the Site whose work will be coordinated with that of his own. The Contractor expressly warrants and guarantees that he will cooperate with separate contractors and will do nothing to delay, hinder, or interfere with the Work of other separate contractors, the S.I. or the Architect. The Contractor also expressly agrees that, in the event his work is hindered, delayed, interfered with or otherwise affected by a separate contractor, his sole remedy will be a direct action against the separate contractor as described in this Construction Contract Clause. Contractor will have no remedy, and hereby expressly waives any remedy, against the S.I. on account of delay, hindrance, interference or other event caused by a separate contractor.

52.236-S0037 Smithsonian Institution's Right to Carry Out the Work (Jun 2000)

(a) If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, S.I. or its designated representative may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies and may further elect to complete all Work thereafter through such means as the S.I. may select, including the use of a new contractor. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's and any other additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the S.I.

(b) The S.I. will not be liable or accountable to the Contractor or his surety for the method by which the work or any portion thereof, performed by S.I. or by separate contractors pursuant to this Construction Contract Clause is accomplished or for the price paid therefore. Notwithstanding, the S.I.'s right to carry out a portion of the work, maintenance and protection of the work remains the Contractor's and Surety's responsibility as provided for in the Performance Bond.

52.236-S0052 Correction of Work (Jun 2000)

(a) The Contractor shall promptly reconstruct, replace or correct all Work rejected by the S.I. as defective or as failing to conform to the Contract Documents or as not in accordance with the guarantees and warranties specified in the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs correcting such rejected Work, including compensation for the Architect's and any other additional services made necessary thereby.

(b) The Contractor, unless removal is waived by the S.I., shall remove from the site all portions of the Work which are defective or non-conforming, or if permitted or required, he shall correct such Work in place at his own expense promptly after receipt of notice, and such rejected Work shall not thereafter be tendered for acceptance unless the former rejection or requirement for correction is disclosed.

(c) If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the S.I., the S.I. may either-

(1) by separate contract or otherwise replace or correct such Work and charge the Contractor the cost occasioned the S.I. thereby and remove and store the materials or equipment at the expense of the Contractor, or

(2) terminate this Contract for default as provided in the Construction Contract Clause entitled "Default".

(d) The Contractor shall bear the cost of making good all work of the S.I. or separate contractors destroyed or damaged by such correction or removal.

(e) Nothing contained in this Construction Contract Clause shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract

Documents, including the Construction Contract Clause entitled "Additional Warranties and Guarantees". The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

(f) If the S.I. prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable, or the S.I. may elect to accept payment in materials or services, in lieu of a reduction in the Contract Sum. If the amount of a reduction is determined after final payment, it shall be paid to the S.I. by the Contractor.

52.236-S0072 Nonpayment for Additional Work (January 2023)

Any additional services or a change to work specified which may be performed by the Contractor, either at his own volition or at the request of an individual other than a duly appointed Contracting Officer except as may be explicitly authorized in this contract, are not authorized and will not be paid for. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions in this contract.

52.243-S0044 Equitable Adjustments (Jun 2000)

(a) The provisions of the Changes clause prescribed by FAR 52.243-4 are supplemented as follows:

(1) The COTR may request an itemized proposal for the work. The Contractor shall submit an itemized proposal within ten (10) days of its receipt of the COTR's request. The Contractor's proposal shall be accompanied by signed itemized proposals of any Subcontractors who will perform any portion of the Change and of any persons who will furnish materials or equipment for incorporation therein. The proposal shall also include the Contractor's estimate of the time required to perform the change. The Contractor's and each involved subcontractor's proposals shall be itemized with unit quantity and unit costs segregated by labor and materials for the various components by the Change and shall include information required by the Supplementary Construction Contract Clause entitled "Scheduling of the Work".

(2) The portion of the proposal relating to labor, whether by the Contractor's forces or the forces of any of its Subcontractors, may include reasonably anticipated wages of Job Site labor, including foreman, who will be directly involved in the Change, plus payroll costs (including premium costs of overtime labor, if overtime is anticipated, Social Security, Federal or State Unemployment insurance taxes, workers compensation insurance, general liability insurance, and fringe benefits required by collective bargaining agreements entered in connection with such labor) and up to twenty-one percent (21%) of said anticipated wages and payroll costs, as overhead and profit on anticipated wages and payroll costs, for the Contractor or any Subcontractor. Said overhead and profit to include all mobilization and supervision costs except foreman as applicable. Job Site labor for changes customarily is on site labor to include foreman. Project management or supervision cost, unless specified otherwise by Smithsonian project management, is considered to be included in the contractor's and each involved Subcontractor's overhead costs.

(3) The portion of the proposal, with unit quantities and unit costs, relating to materials may include the reasonably anticipated costs, whether procured by the Contractor or its Subcontractors, of materials to be purchased for the Change plus transportation and applicable sales or use taxes and up to twenty-one percent (21%) of the said direct material costs, but not applicable sales or use taxes, as overhead and profit for the Contractor or any such Subcontractor, such overhead and profit to include all small tools and miscellaneous material expenses. The proposal may further include the Contractor's and Subcontractor's reasonably anticipated rental costs in connection with the Change in the Work, plus up to six percent (6%) thereof as overhead and profit for the Contractor or any such Subcontractor as applicable.

(4) The itemized proposal may include up to ten percent (10%) of the amount which the Contractor will pay to any of its Subcontractors for the Changes as a commission to the Contractor. The following sample formats for proposals is provided as general guidance to be used with all appropriate back-up data.

(5) The allowable overhead shall be determined in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR Part 31) in effect on the date of this contract. The percentages for overhead, profit, and commission shall in no case exceed the following:

Composite

Overhead &

Profit Commission

To contractor on work

performed by another

than his own forces --- 10%

To contractor and/or the

subcontractors for that

portion of the work

performed with their

respective forces 21% ---

(6) In the event that the Contractor fails to submit his proposal within the designated period, the Smithsonian may order the Contractor to proceed with the Change and the Contractor shall so proceed. The C.O. will unilaterally determine the reasonable cost and time to perform the Change in question, which determination shall be final and binding upon the Contractor.

(7) If the Contractor timely submits a proposal and the parties are unable to agree as to the reasonable cost and time to perform the Change the C.O. may make a unilateral determination of the reasonable cost and time to perform the Change in the Work, based upon his own estimates, the Contractor's submission or a combination thereof. A Change Order shall be issued for the amounts of cost and time determined by the C.O. and shall become binding upon the Contractor. The C.O. has the right to direct in writing the Contractor to perform the Change. Failure of the parties to reach agreement regarding the cost and time of performing the Change shall not relieve the Contractor from performing the Change promptly and expeditiously.

(8) If the C.O. elects to have the Change performed on a time and material basis, the Change shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors at actual cost to the entity performing the Change in the Work (without any charge for administration, clerical expense, supervision or superintendence of any nature whatsoever, including foremen, or the cost, use or rental of tools or plant), plus up to twenty-one percent (21%) of these actual costs as the total overhead and profit. The Contractor shall submit to the COTR daily time and material tickets, to include the identification

number assigned to the Change, the location and description of the Change, the classification of labor employed (names and social security numbers), the materials used, the equipment rented (not tools) and such other evidence of cost as the S.I. may require. The S.I. may require authentication of all time and material tickets and invoices by persons designated by the S.I. for such purposes; provided, however, that the authentication of any such ticket or invoice by the S.I. will not constitute an acknowledgement by the S.I. that the items thereon were reasonably required by the Change in the Work. The failure of the Contractor to secure any required authentication shall, if the S.I. elects to treat it as such, constitute a waiver by the Contractor in the Work covered by a non-authenticated ticket or invoice.

(9) No overhead and profit will be paid by the S.I. on account of a Change in the Work except as specifically provided in this Construction Contract Clause. Overhead and Profit, as allowed under this Construction Contract shall be deemed to include all costs and expenses which the Contractor or any of its Subcontractors may incur in the performance of a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Construction Contract Clause. Overhead, profit and Contractor's or Subcontractor's commission percentages shall be considered to include, unless specified by S.I. project management; insurance except workers compensation and general liability, field and office supervisors, engineers and their assistants, watchman, use of small tools, incidental job burdens and general home office expenses, and no separate allowance will be made, therefore. The term "Assistants" includes all clerical, stenographic and general office help. Incidental job burdens include, but are not necessarily limited to, office equipment and supplies, temporary toilets, telephone and conformance to OSHA requirement. Items such as, but not necessarily limited to, review and coordination, estimating and expediting relative to contract changes are associated with field and office supervision and are therefore, considered to be included in the Contractor's or Subcontractor Overhead, Profit and/or Commission percentage.

(10) Where the Contractor's or Subcontractor's portions of a Change involve credit items, such items must be deducted prior to adding overhead and profit for the party performing the work.

(11) The Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, so-called impact costs, labor inefficiency, wage material or other escalations beyond the prices upon which the proposal is based and which are identified pursuant to this Clause, and which the Contractor, its Subcontractors or Suppliers may incur as a result of delays, interference, suspensions, changes in sequence or the like, from whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all changes in the Work performed pursuant to this Clause. It is understood and agreed that the Contractor's sole and exclusive remedy in such event shall be recovery of his costs and specified markups for overhead, profit and/or commission as set forth in this Clause and an extension of the Contract Time, but only in accordance with the provisions of the Contract Documents.

(12) If the Change in the Work will result in a decrease in the Contract Price, the COTR may request a quotation by the Contractor of the amount of such decrease for use in preparing a Change Order. The Contractor's quotation shall be forwarded to the COTR within (10) days of the COTR's request and, if acceptable to the C.O., shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a properly itemized proposal as specified by this Construction Contract Clause, or on such other basis as the parties may mutually determine. If the parties are unable to agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the C.O.'s judgment, plus up to twenty-one percent (21%) thereof for Overhead and Profit.

(13) No claim relating to or flowing from a particular change shall be allowed after the Contractor's execution of the change order relating to the change.

(14) If any dispute should arise between the parties with respect to an increase or decrease in the Contract Price or an extension or reduction in the Contract Time or as a result of a Change in the Work, the Contractor shall not suspend performance of a Change in the Work or the Work itself unless otherwise so ordered by the C.O. in writing. The S.I. will, however, pay the Contractor up to the S.I.'s estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in an increase in the

Contract Price; and the S.I. will have the right to decrease the Contract Price up to the S.I.'s estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in a decrease in the Contract Price.

52.243-S0045 Pricing of Adjustments (Jun 2000)

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause or any other clause of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31).

52.244-S0013 Subcontractors (Jun 2000)

(a) Definitions.

(1) A Subcontractor is a person or entity that has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor includes any persons or entity that has a direct or indirect contract with the Contractor to perform any the work.

(2) A Supplier is a person or entity that has a direct or indirect contract with the Contractor to furnish any material or equipment included in the Work. The term Supplier is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Supplier or its authorized representative.

(3) Nothing contained in the Contract documents is neither intended to, nor shall it create, any contractual relationship between the S.I., the Architect, or any of their agents, consultants, employees, independent contractors, or representatives and any Subcontractor or Supplier, but the S.I. shall be entitled to performance of all obligations intended for its benefit, and to enforcement thereof.

(4) The COTR will not deal directly with any Subcontractor or Supplier. Communication will be made only through the Contractor. Subcontractors and Suppliers shall route requests for information or clarification through the Contractor to the COTR.

(b) Award of Subcontracts and Other Contracts for Portions of the Work.

(1) The Contractor, in compliance with the requirements of the Contract Documents, shall furnish to the C.O. in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Contractor shall provide this list to the C.O. within ten (10) days after execution of the Contract. The C.O. will promptly reply to the Contractor in writing stating whether the C.O. has objection to any such proposed person or entity. The Contractor understands and agrees that no contractual agreement exists for any part of the Work under this Contract between the S.I. or Architect and any of the Subcontractors or Suppliers. Further, the Contractor understands and agrees that he alone is responsible to the S.I. for all of the Work under this contract and that any review of Subcontractors or Suppliers by the COTR, will not in any way make the S.I. responsible to any Subcontractor or Supplier nor responsible for the actions or failures of any Subcontractor or Supplier.

(2) The Contractor shall not contract with any such proposed Subcontractor or Supplier to whom the C.O. has made objection under the provisions of the Construction Contract Clause entitled "Subcontractors". The Contractor shall not be required to contract with anyone to whom he has an objection.

(3) If the C.O. objects to any proposed Subcontractor or Supplier under the Clause entitled "Subcontractors", the Contractor shall name a substitute to whom the C.O. has no objection within 15 days.

(4) If the C.O. requires a change of any Subcontractor or Supplier previously proposed by the Contractor and not objected to by the C.O., the Contractor shall have the right to subject a Request for Change Order under the Construction Contract Clause entitled "Changes".

(5) The Contractor shall make no substitution for any Subcontractor or Supplier previously proposed by the Contractor and not objected to by the C.O. if the S.I. makes objection to such substitution.

(c) Sub-contractual Relations.

(1) By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the S.I. Said agreement shall preserve and protect the rights of the S.I. under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor or Contractor-Supplier Agreements, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the S.I. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Subcontractors or Suppliers. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Construction Contract Clause entitled "Subcontractors", and identify to the subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Contract Documents available to his Subcontractor or Suppliers.

(2) The provisions herein regarding proposal of Subcontractors or Suppliers shall in no way affect the liability of the Contractor to the S.I. regarding performance of all obligations by or payment of Subcontractors or Suppliers. Lack of objection by the C.O. to any Subcontractor or Supplier shall not to any degree relieve the Contractor of his obligation to perform or have performed to the full satisfaction of the S.I. the Work required by this Contract.

(3) The Contractor shall be liable to and indemnify and hold the S.I. harmless from all costs, expenses, fees, attorneys' fees, accountant's fees, damages and claims arising because of the Contractor's failure to comply with the provisions of this Construction Contract Clause entitled "Subcontractors".

(d) Qualification Submittals.

(1) Specific qualification submittals may be required of Subcontractors and Suppliers for certain critical items of the Work. Required qualification submittals are set forth in detail in the Contract Documents and shall be collected and submitted by the Contractor for review and approval by the COTR. All information required of a single Subcontractor or Supplier shall be contained in a single, complete submittal. The Contractor shall submit the required qualification information within ten (10) days after receipt of the COTR's request.

(2) The C.O. may reject any proposed Subcontractor or Supplier, or any qualification submittals related thereto, for the following reasons:

(i) The Contractor's failure to submit requested information within the specified time; or

(ii) The Contractor's failure to provide all of the requested information; or

(iii) The Contractor's submission of a Subcontractor or Supplier, or qualifications thereof, which are unacceptable to the C.O.

(3) Should the C.O. have objection to any proposed Subcontractor or Supplier, the Contractor shall submit another firm for approval by the C.O. within fifteen (15) days from notification of objection by the C.O.

(4) Competitive Bid of Subcontracted Work (for CMc Contracts only)

For all subcontracted work, the CMc shall obtain competitive pricing from a minimum of three (3) prequalified, independent sources and conduct a best value assessment of the sources. The SI reserves the right to attend all bid openings, and the results of competitive pricing shall be made available to the SI. The

SI shall have the option to participate in the selection of subcontractors. For items or work where three sources are not available due to circumstances such as uniqueness of the item, limited sources, or regional shortages, the CMc shall substantiate this situation to the satisfaction of the SI. The CMc shall make recommendations for change or substitution of these items to promote the maximum competition available. The CMc will canvas the market to evaluate subcontractor interest, keeping in mind the SI Small Business subcontracting goals as delineated elsewhere in the solicitation, and prepare a source list of potential bidders or Offerors. At the request of the Contracting Officer, the CMc will suggest strategies for expanding competition by stimulating more bidder interest. The CMc shall solicit drawing and specification reviews from all subcontractors pricing the work and shall insure that the subcontractor's pricing reflects the costs for resolution of any errors or omissions that were noted and allowance for completion of documents. All self-performed work by the CMc that exceeds \$50,000.00 shall be audited by the SI. The SI reserves the right to audit all subcontractor work including subcontractor bids. CMc shall provide documentation of its best value assessments for both successful bids and unsuccessful bids. All documentation of its best value assessments for both successful bids and unsuccessful bids including the resulting analyses performed, that justifies the selection of all successful subcontractors shall be maintained for six years after contract closeout.

52.245-S0071 Responsibility for Smithsonian Property (January 2023)

The Contractor assumes full responsibility for and shall indemnify the Smithsonian for any and all loss of damage of whatsoever kind and nature to any and all Smithsonian property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or services to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

52.246-S0040 Warranty Definitions (MAR 2023)

(a) The warranty and guarantee provisions of the General Clauses apply to all work of the contract, including but not limited to, the following specific categories related to individual units of work specified in sections of Divisions 2 through 33 of these specifications:

(1) Special Project Warranty (Guarantee): A warranty specifically written and signed by the Contractor for a defined portion of the work; and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by the Contractor.

(2) Specified Product Warranty: A warranty which is required by contract documents, to be provided for a manufactured product incorporated into the work; regardless of whether manufacturer has published a similar warranty without regard for specific incorporation of a product into the work, or has written and executed a special project warranty as a direct result of contract document requirements.

(3) Coincidental Product Warranty: A warranty which is not specifically required by contract documents (other than as specified in this Section), but which is available on a product incorporated into the work, by virtue of the fact that manufacturer or product has published warranty in connection with purchases and uses of product without regard for specific application except as otherwise limited by terms of warranty.

52.249-S0048 Delays and Extensions of Time (Jun 2000)

(a) The time during which the Contractor is delayed in the performance of the Work, by the acts or omissions of the S.I., the Architect or their employees or agents, acts of God, unusually severe and abnormal climatic conditions, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotion or freight embargoes, or other conditions beyond the Contractor's control and which the Contractor could not reasonably have foreseen and provided against, shall be added to the Contract Time; provided, however, that no claim by the Contractor for an extension of time for delays will be considered unless made in compliance with the requirements of this Construction Contract Clause and other provisions of the Contract Documents.

(b) Neither the S.I., nor the Architect shall be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the S.I. and the Architect on account of any indirect or direct damages, costs or expenses of any nature which the Contractor, Subcontractors, or Suppliers or any other person may incur as a result of any delays, interference, changes in sequence or the like, which are reasonable, foreseeable, contemplated, or avoidable by the Contractor, arising from or out of any act or omission of the S.I. or the Architect, or their agents, employees, consultants, separate contractors or any governmental representative, it being understood and agreed that the Contractor's sole and exclusive remedy in any such events shall be an extension of the Contract Time, but only as determined in accordance with the provisions of the Contract Documents.

(c) The Contract Time shall be adjusted only for Change Orders pursuant to the Construction Contract Clause entitled "Changes", Suspension of Work pursuant to the Construction Contract Clause entitled "Smithsonian Institution's Right to Stop or Suspend the Work", and the Construction Contract Clause entitled "Smithsonian Institution's Right to Carry Out the Work". In the event the Contractor requests an extension of the Contract Time, he shall furnish such justification and supporting evidence as the C.O. may deem necessary for a determination of whether the Contractor is entitled to an extension of time under the provisions of the Contract. The burden of proof to substantiate a claim for an extension of the Contract Time shall rest with the Contractor, including evidence that the cause was beyond his control. The C.O. shall base his findings of fact and decision on such justification and supporting evidence and shall advise the Contractor in writing thereof. If the C.O. finds that the Contractor is entitled to any extension of the Contract Time, the C.O.'s determination of the total number of days extension shall be based upon the currently approved Progress Schedule and on all data relevant to the extension. Such data will be incorporated into the Progress Schedule in the form of a revision thereto, accomplished in a timely manner. The Contractor acknowledges and agrees that actual delays (due to said changes, suspension of Work or excusable delays) in activities which, according to the Progress Schedule, do not affect the Contract Time, do not have any effect upon the Contract Time and therefore will not be the basis for a change therein. The Contractor acknowledges and agrees that time extensions will be granted only to the extent that excusable delays exceed the available float in the Contractor's Progress Schedule.

(d) Subject to other provisions of the Contract, the Contractor may be entitled to an extension of the Contract Time (but no increase in the Contract Price) for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, his Subcontractors or Suppliers as follows:

(1) Labor disputes and strikes (including strikes affecting transportation), that do, in fact, directly and critically affect the progress of the Work; however, an extension of Contract Time on account of an individual labor strike shall not exceed the number of days of said strike;

(2) Acts of God, tornado, fire, hurricane, blizzard, earthquake, typhoon, or flood that damage completed work or stored materials.

(3) Abnormal inclement weather; however, the Contract Time will not be extended due to normal inclement weather. The time for performance of this Contract, as stated in the Contract Documents, includes an allowance for calendar days, which may not be available for construction out-of-doors; for the purposes of the Contract, the Contractor agrees that said number of calendar days per month are to be considered as normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the S.I. that there were greater than normal inclement weather considering the full term of the Contract Time using a ten year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for the locale of the Project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an effect upon the Contract Time, the Contractor shall not be entitled to an extension of time. If the total accumulated number of calendar days lost due to inclement weather, from the start of Work until Final Completion exceeds the total accumulated number to be expected for the same period from the aforesaid climatological data, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost.

(4) Acts of the public enemy, acts of the state, Federal or local government in its sovereign capacity, and acts of a separate contractor in the performance of its contract with the S.I. relating to the Project.

(e) The Contractor shall not be entitled to and hereby expressly waives any extension of time resulting from any condition or cause unless said claim for extensions of time is made in writing to the C.O. within seven (7) days of the first instance of delay. Circumstances and activities leading to such claim shall be indicated or referenced in a daily field inspection report for the day(s) affected; otherwise, all such claims are waived by the Contractor. In every such written claim, the Contractor shall provide the following information:

- (1) Nature of the delay;
- (2) Date (or anticipated date) of commencement of delay;
- (3) Activities on the Progress Schedule affected by the delay, and/or new activities created by the delay and their relationship with existing activities;
- (4) Identification of person(s) or organization(s) or event(s) responsible for the delay;
- (5) Anticipated extent of the delay;
- (6) Recommended action to avoid or minimize the delay.

52.249-S0049 Non-Compliance with Contract Requirements (Jun 2000)

In the event the Contractor, after receiving written notice from the Contracting Officer of non-compliance with any requirements of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any and all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of Contract time or payment for costs incurred as a result of being ordered to stop work for such cause.

52.249-S0050 Termination for Convenience of the Smithsonian Institution (Jun 2000)

The provisions of the Termination for Convenience Clause prescribed by FAR 52.249-2 are supplemented as follows:

(a) The S.I. may, at any time upon ten days' written notice to the Contractor terminate (without prejudice to any right or remedy of the S.I.) the whole or any portion of the Work for the convenience of the S.I. This Notice of Termination shall specify that portion of the Work to be terminated and the effective date of termination. The Contractor's sole remedy, in the event of such termination, will be the allowable termination costs permitted by the Construction Contract Clauses entitled "Termination for Convenience of the Government" and "Termination for Convenience of the S.I."

(b) Contractor shall include termination clauses identical to the Construction Contract Clauses entitled "Termination for Convenience of the Government" and "Termination for Convenience of the S.I.", in all contracts and purchase orders related to the Work in each of his Subcontracts. Failure to include these termination clauses in any subcontracts or purchase orders shall preclude recovery of any termination costs related to that subcontract or purchase order.

(c) If the S.I. terminates the whole or any portion of the Work for convenience pursuant to this Construction Contract Clause, then the S.I. shall only be liable to the Contractor for those costs reimbursable to the Contractor in accordance with this Construction Contract Clause, plus a markup of ten percent for profit and overhead on the actual fully accounted costs recovered under this Construction Contract Clause; provided, however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

52.250-S0073 Indemnification (January 2023)

(a) Contractor shall be responsible for all damage and expense to person(s) or property caused by its negligent acts and those of its subcontractors, agents or employees, in connection with the work and services performed under this contract. Contractor shall indemnify, hold harmless and defend the Smithsonian Institution, its museums, bureaus, its Regents, officers, agents, employees and the U.S. Government from and against all claims, and liability (including judgments, settlements, statutory liability under Workers Compensation laws), and expenses (including attorneys fees) for any damages, expenses, acts and/or omissions of the Contractor, its agents, subcontractors or employees, related directly or indirectly to any aspect of this contract or performance of work hereunder, including claims and liability for injury to or death of any third party or of Contractor's, agents, subcontractors or employees.

(b) Contractor shall be liable for all damages, costs and expense incurred by the Smithsonian Institution in the construction of the Project(s) including, but not limited to, damages, costs and expenses resulting from claims brought against the Smithsonian Institution by the construction contractor(s) caused by the failure of Contractor to perform the work and services under this contract with the same degree of standard of care and skill normally expected of and provided by consultants in the performance of the same or similar work and services to be provided under this contract.

(c) Acceptance of the work and services by the Smithsonian shall not waive any of the rights of the Smithsonian or release the Contractor from any liability, responsibility or duty contained herein.

52.252-S0011 Notice of Deviation in Clauses (Jun 2000)

TAKE NOTICE, that these Construction Contract Clauses (Fixed Price) may contain language and clauses and/or paragraph headings or names which appear similar to, or the same as the "Federal Acquisition Regulation - Construction Contract Clauses", "General Services Administration Regulation Construction Contract Clauses (Fixed Price)", and provisions of the "General Conditions of the Contract for Construction", published by the American Institute of Architects, AIA Document A-201, 1976 Edition.

TAKE NOTICE, however, that these Construction Contract Clauses (Fixed Price) are substantially and materially different in many respects from the FAR, GSAR and AIA Document A-201 and that certain additions, deletions or other modifications have been made to provisions similar to those contained in the FAR, GSAR and the AIA Document A-201. This document, further, contains provisions which do not appear in the FAR, GSAR and the AIA Document A-201.

J - List of Documents, Exhibits and Other Attachments

Attachment Number	Title	Date
1	Arabian Leopard Facility (ALF) Phase 2 – Habitats & Animal Care Building 65% Design Development Drawings	06/15/2026
2	Arabian Leopard Facility (ALF) Phase 2 – Habitats & Animal Care Building 65% Design Development Specifications	06/15/2026
3	VOLUME I – Qualification Statement Package – <i>Completed in Step 1; Not Applicable in Step 2</i>	
4	VOLUME II – Technical Package Requirements	
5	VOLUME III – Pricing Package Requirements	
6	VOLUME IV – Subcontracting Plan Format	
7	Davis Bacon Act Wage Determination Building DC20260002	
8	Davis Bacon Act Wage Determination Heavy DC20260001	
9	Request for Authorization of Additional Classification SF 1444	
10	Performance and Payment Bonds	
11	Release of Claims	

K - Representations, Certifications, and Other Statements of Bidders

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (SEP 2024)

52.209-5 Certification Regarding Responsibility Matters. (AUG 2020)

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

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

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

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

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

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

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

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

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

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is

not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly

rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.222-38 Compliance with Veterans' Employment Reporting Requirements. (FEB 2016)

52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan--Certification. (AUG 2009)

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

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

Marginalized populations of Sudan means--

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

52.236-28 Preparation of Proposals - Construction. (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including-

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.215-S0069 Contractor's Authorized Representative (January 2023)

The following person shall be contacted in the event of award for prompt contract notification and administration concerning specifications, schedules and other necessary contract matters:

(Name) _____

(Title) _____

(Street Address) _____

(City, State & Zip) _____

(Telephone & Facsimile No.) _____

(E-mail address) _____

52.215-S0002 Authorized Negotiators (Apr 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

52.215-S0063 Key Personnel (January 2023)

(a) The Contractor shall include the key personnel to be assigned under this contract those persons listed below:

NAME LABOR CATEGORY

Offerors shall also provide this information in their technical proposal.

(b) The persons named above are considered key personnel. The Contractor shall give at least 14 calendar days advance notice if any of these persons are to be removed or diverted from this contract and shall supply written justification as part of this notice, and shall name the proposed substitute or replacement; but the Contractor will not remove or divert such persons unless authorized by written consent of the Contracting Officer.

(c) General Approval. All Contractor personnel assigned to this contract are subject to Smithsonian review in accordance with the defined labor categories herein. Contractor personnel found unacceptable by the Smithsonian at any time shall be removed from performing under this contract within 14 calendar days after notification. Such notification shall be delivered in writing by the Contracting Officer to the Contractor.

L - Instructions, Conditions, and Notices to Bidders

L.1. 52.204-6 Unique Entity Identifier. (OCT 2016)

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

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

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

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

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

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(End of provision)

L.2. 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2017)

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

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact

time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (*insert numbers or other identification of sheets*); and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) **The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)).** Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counter offer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices propose are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more-line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

L.3. 52.216-1 Type of Contract. (APR 1984)

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

(End of provision)

L.4. 52.233-2 Service of Protest. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from MRC 1200, PO Box 37012, Washington, DC 20013.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.5. 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

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

(End of provision)

- L.6.** The Smithsonian Institution reserves the right, in accordance with the regulations governing this solicitation, to reject offers which are not received at the time on the date specified.
- L.7.** The Smithsonian Institution reserves the right to enter into negotiations with any, all or none of the Offerors who submit proposals.
- L.8.** The Smithsonian Institution reserves the right to cancel this solicitation without prior notice.
- L.9.** This Solicitation does not commit the Smithsonian Institution to pay any preparation costs nor to make reimbursements for any costs associated with a response to this Solicitation.
- L.10.** Any costs incurred for materials, professional evaluation fees or otherwise expenditures made in anticipation of an award are solely the responsibility of the Offeror.
- L.11.** Any and all information, drawings, photographs, or materials submitted with a proposal from the Offeror for consideration by the Smithsonian Institution become the property of the Smithsonian and will not be returned. Offerors are required to submit complete technical and pricing proposals which are fully and clearly acceptable without additional explanation or information since the Smithsonian Institution may make final determination as to whether an offer is acceptable or unacceptable solely on the basis of the offer as submitted.
- L.12.** The Smithsonian Institution may reject any or all offers received in response to this Solicitation.
- L.13.** The Smithsonian Institution will deem offers that exhibit an unrealistic price or technical approach to be inherently lacking in the ability of the Offeror to comprehend the complexity and risk of the contract requirements and may reject such an offer.
- L.14.** Requests for clarifications that are deemed by the Contracting Officer to be necessary for completion of proposals by all Offerors will be amended to the solicitation.
- L.15.** Requests for clarification that contain proprietary information from an Offeror should be so noted and such information identified.
- L.16.** Inability of the Smithsonian Institution to reach the Offeror's point of contact, during the verification process from the information provided, may affect the decision on making award.
- L.17.** **Offerors are hereby notified that any and/or all parts of this solicitation and any and/or all information provided in response to this Solicitation and/or amendments made thereto may become a part of an awarded contract either in full text or by reference.**
- L.18.** Offerors are required to pay hourly wages and fringe benefits issued by the US Department of Labor that comply with the Davis Bacon Act in accordance with FAR clause 52.222-6, Construction Wage Rate Requirements.
- L.19. 52.236-27R 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 of this solicitation are urged and expected to inspect the site where the work will be performed.
 - (b) An organized site visit has been scheduled for:

Friday, September 18, 2026, at 9 AM EST

- (c) Participants will meet at

Bus Lot Entrance
National Zoological Park
3001 Connecticut Ave., NW
Washington, DC 20008

Offerors must confirm their participation in the site visit with Virginia Chan at ChanVC@si.edu and with the COTR, Ryan Swanier, at SwanierR@si.edu or (202) 394-0446.

(End of provision)

L.20. Requests for Clarification

Offerors requiring technical clarifications shall submit all requests in writing, by email to chanvc@si.edu **no later than September 30, 2026**. As questions must be reviewed by technical personnel, no guarantee is given that responses to request for clarification received after the above date will be made available.

(End of provision)

L.21. 52.236-28 Preparation of Proposals - Construction. (OCT 1997)

- a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.
- b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including-
1. Lump sum price;
 2. Alternate prices;
 3. Units of construction; or
 4. Any combination of paragraphs (b)(1) through (b)(3) of this provision.
- c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.
- d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

L.22. PROPOSAL PREPARATION INSTRUCTIONS

- (a) Proposals must be complete, independent, and respond directly to the requirements of this solicitation. They must also be clear, coherent, legible, and prepared in sufficient detail for effective evaluation by the Smithsonian. Proposals must be submitted on the forms furnished by the SI where provided. A team of qualified personnel utilizing the criteria set forth in Section M of this Solicitation will evaluate proposals. Offerors should assume that the evaluation team has no previous knowledge of the Offeror's capabilities and experience.
- (b) Two-Step Process for Selection of Prime Contractor
- (1) Step 1 – Submission of the Qualification Statement Package (QSP) Completed in Step 1; no action required in Step 2.
 - (2) Step 2 – Submission of the Technical Proposal, Price Proposal and Subcontracting Plan.

- (c) **Submit separate PDF files for the Technical Proposal, Pricing Proposal, and Subcontracting Plan to the DropBox.com link below:**

<https://www.dropbox.com/request/WjDoOyI1YLjWVLZVx4SD>

- (d) The successful Offeror's proposal will become part of the resulting contract.
- (e) If any pricing information is in the Technical Proposal, then the Offeror will be disqualified.
- (f) **Proposals will be privately opened.**

Completed proposals must be received at the above Dropbox link no later than 3PM Eastern Standard Time, Friday, November 13, 2026.

L.23. VOLUME I: QUALIFICATION STATEMENT PACKAGE (QSP)

Completed in step 1; no further action required in Step 2.

L.24. VOLUME II: TECHNICAL PROPOSAL

Instructions for completion and submission of the Technical Proposal are located in Attachment No. 4 of this solicitation.

L.25. VOLUME III: PRICING PROPOSAL

- (a) Provide a comprehensive Schedule of Values in accordance with the Cost Proposal and the Multi-Year Funding Document as contained in Attachment No. 5 of this solicitation, which includes all costs for Construction Phase services for Phase 2 – Habitats & Animal Care Building.

PRICING PROPOSAL FORMAT: The following format shall be used:

Tab A: General Information:

- Cover page with Solicitation Number and Project Title
- Table of Contents
- Company information to include: UEI Number, Main points of contact, address, phone numbers and email address.

Tab B: Offer and Certifications:

- Offer signed by Authorized Representative and dated in SF 1442 (Section A)
- Cost Proposal and Multi-Year Document (reference Section B and Attachment 5)
- Section K of this solicitation shall be filled out.
- Acknowledgement of SF30 Amendments of Solicitation (if any)

PRICING PROPOSAL DOCUMENT SHALL BE SUBMITTED IN A SEPARATE PDF FILE.

L.26. VOLUME IV: SMALL BUSINESS SUBCONTRACTING PLAN

1. Subcontracting Plan shall include all information described in FAR 52.219-9 (d).
2. **52.219-S0097 Small Business Subcontracting Plan (January 2023)**

- a) This provision does **not** apply to Small Business concerns.
- b) The successful Offeror shall submit with their proposal a Small Business and Small Disadvantaged Business Subcontracting Plan which will be evaluated for compliance with FAR 19.7, statutory requirements and approval must be granted by the Office of Equal Opportunity (OEO)

Public Laws 95-507, 99-661, 100-656, and Executive Order 13360. The plans shall provide comprehensive responses to the requirements of the clause entitled, "Small Business Subcontracting Plan (FAR 52.219-9). The plan, as a minimum, shall include a detailed discussion of the elements set forth in FAR Clause 52.219- 9(d)(1) through (11) as it relates to small business and service-disabled veteran owned small business concerns.

- c) Additionally, the proposed subcontract plan must demonstrate clear and concise knowledge and understanding of statutory requirements and regulations as it relates to Small Business and Service-disabled Small Business.
- d) The proposed plan shall address efforts to broaden Small Business and Service-disabled Small Business vendor base, outreach efforts, description of supplies and services to be subcontracted, identification of proposed firms who will be utilized, intended value to be subcontracted and percentage goals for the basic contract and each option year, (if any), which are realistic yet which are realistic yet challenging. Past performance and goal achievement for past performance shall be addressed.
- e) For the purposes of this procurement, the following goals are considered reasonable and achievable during the term of the contract:
 - a. **40%** a minimum of the planned subcontracting dollars to be placed with small business concerns.

M - Evaluation Factors for Award

M.1. 52.215-S0095 Basis of Award (Jun 2009)

Best Value Tradeoff Source Selection Procedures

A contract will be awarded to the Offeror the Smithsonian Institution determines can best meet the identified requirements based upon the Offeror's proposal.

Smithsonian will determine which Offeror can best accomplish the requirements set forth in this solicitation. In making this determination, the Smithsonian will conduct an integrated assessment to determine the best value in accordance with the criteria outlined in this section. The Smithsonian Institution reserves the right in all cases to be the sole judge determining whether a respondent meets the evaluation criteria. A firm must be technically acceptable to be considered for award. Award will be made to the Offeror whose proposal represents the best value to the Smithsonian, considering the evaluation criteria and the requirements of the solicitation.

The Technical Evaluation Team (TEC) will evaluate entities submitting Technical Proposals to ensure that the company's experience and resources are adequate to provide a high level of excellence in the execution of the project. Each member will individually evaluate each Technical Proposal. If submitting for qualification as a joint-venture, experience as a "team" is more favorable than experience by individual members.

Technical Proposals are evaluated separately from the cost aspects of the offeror's submission.

It is anticipated that a contract shall be awarded to the responsive, responsible Offeror, whose combined cost and technical proposal is, in the opinion of the Contracting Officer, determined to be the most advantageous and in the best interest of the Smithsonian Institution. A best value decision will be made after considering the combined Technical and Cost factors.

M.2. Determination of Responsibility

To be considered responsible, the Offeror must demonstrate that it meets the requirements of FAR 9.104-1. The Contracting Officer's determination of an Offeror's responsibility or non-responsibility may be based upon any information obtained by the Contracting Officer and is independent of the evaluation of offers set forth herein.

M.3. Proposal Evaluation and Contract Award Process

A. VOLUME I – Qualifications Statement Package (QSP)

Completed in Step 1; Not Applicable in Step 2.

B. VOLUME II – Technical Proposal

1. Reference Attachment 4 – Technical Proposal Requirements, for details. The Technical Proposal will be evaluated based on the extent to which the services and personnel proposed by the Offeror demonstrate its capability to successfully perform the requirements of the contract within the contract schedule. In making this evaluation, the non-price factors to be considered are identified in Attachment 4 – Technical Proposal Requirements. Non-Price Factors are listed in order of importance. Offerors should provide all information requested in the Technical Proposal, and failure to provide the requested information may result in a lower evaluation rating.
2. The Technical Proposal submission will be evaluated using proposal specific factors as requested in Attachment 4 – Technical Proposal Requirements, including conducting reference checks.
3. Greater consideration will be given to Offerors who demonstrate prior working relationships among their proposed Key Personnel or between the Offeror and its proposed subcontractors and consultants. Key Personnel who demonstrate relevant experience in the positions described in Factor 2 of the Technical Proposal Requirements will be given greater consideration.

4. Failure to identify which subcontractor will perform each element of work may result in a lower evaluation score. Offerors should not propose more than one individual for the same position, as this may result in a lower evaluation score.
5. Proposals must be submitted based on the Scope of Work and the performance time in calendar days for completion as listed on the Solicitation, Offer and Award page (Standard Form 1442).
6. **Technical Ratings** - The Technical Ratings reflect the degree to which the proposed approach meets or does not meet the performance or capability requirements through an assessment of the strengths, weaknesses, deficiencies, and risks of the proposal. The rating evaluates the quality of the Offeror's experience and technical solution for meeting the project requirements.
7. The following ratings will be used in evaluating the proposals:

Color Rating	Adjectival Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

C. VOLUME III – Pricing Proposal

1. Reference Attachment 5 – Pricing Proposal Requirements, for details. The Pricing Proposals will be evaluated based on the proposed firm-fixed price for Phase 2 – Habitats & Animal Care Building is fair and reasonable, based on the information provided in Attachment 5 – Pricing Proposal Requirements.
2. Proposals must be submitted based on the Scope of Work and the performance time in calendar days for completion as listed on the Solicitation, Offer and Award page (Standard Form 1442).

D. Final Evaluation – Combination of Technical Proposal and Pricing Proposal

Non-Price Factors are listed in order of importance in the Technical Proposal Requirements. Evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

E. Award

1. Award will be made to the responsible Offeror whose proposal provides the best overall value to the Smithsonian Institution, considering both Non-Price Factors and cost or price. An award will not necessarily be made to the Offeror receiving the highest evaluation rating for the Technical Proposal if the Offeror's proposed price is significantly higher.
2. The Contracting Officer must approve the otherwise successful Offeror's Subcontracting Plan *prior* to award.

M.4. Price Reasonableness

The proposed prices will be evaluated for reasonableness. Price reasonableness determines whether an Offeror's price is too high or too low. Analysis of price proposals will be performed using one or more of the techniques defined in FAR 15.404 in order to determine price reasonableness. Normally, price reasonableness is established through adequate price competition, but may also be determined through price analysis techniques as described in FAR 15.404-1. Notwithstanding anything to the contrary in this solicitation and for the avoidance of doubt, the Government will not perform a price realism analysis of the Offeror's proposal.

Each Offeror's cost information will be evaluated for, completeness, and reasonableness to determine the Offeror's understanding of the work and ability to perform the contract. Reasonableness is evaluated by assessing the compatibility of proposed costs with the technical approach proposed. Completeness is evaluated by assessing the level of detail the Offeror provides in cost information for all requirements.

M.5. Unbalanced Prices

Offers must include balanced prices. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of price analysis techniques. All offers with separately priced line items or subline items shall be analyzed to determine if the prices are unbalanced. If price analysis techniques indicate that an offer is unbalanced, the contracting officer shall: (i) Consider the risks to the Government associated with the unbalanced pricing in determining the competitive range and in making the source selection decision; and (ii) Consider whether award of the contract will result in paying unreasonably high prices for contract performance. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

M.6. Cost Evaluation

Since the evaluation of cost will represent a portion of the total evaluation, it is possible that an Offeror might not be selected for award because of unreasonable, unsupportable, incomplete, inaccurate, or outdated cost proposal information. The Offeror shall submit pricing information as required in Section B of this Solicitation. Evaluation of Cost will not necessarily be made on an aggregate of all cost factors presented in each proposal. Rather, the Smithsonian reserves the right to evaluate the costs of the proposal based on the Base Bid alone and/or individual elements priced by the offerors.

M.7. Complete Information

Failure to furnish complete information requested in the solicitation may cause Offeror to be judged non-responsive and immediately be removed from further consideration.

(End of Section)

ATTACHMENT 1

65% DRAWINGS DATED JUNE 15, 2026

Available in the SAM.gov Attachment Section

ATTACHMENT 2

65% SPECIFICATIONS DATED JUNE 15, 2026

Available in the SAM.gov Attachment Section

ATTACHMENT 3

VOLUME I – Qualification Statement Package

Completed in Step 1; Not Applicable in Step 2.

**Smithsonian Institution (SI)
National Zoo and Conservation Biology Institute (NZCBI)
Construct Arabian Leopard Facility (ALF)
Phase 2 – Habitats and Animal Care Building**

**VOLUME II:
TECHNICAL PROPOSAL REQUIREMENTS**

**Solicitation No.:
33330226RT0010015
Washington DC
OPDC Project No. 2533105**

**Issue Date: Monday, Sept. 14, 2026
Due Date: Fri., Nov. 13, 2026, 3:00 pm Eastern**

**Issuing Office
OCon&PPM**

**Additional information must only be obtained by contacting:
Virginia Chan at ChanVC@si.edu**

INSTRUCTIONS:

Offerors are to provide responses to the following requirements in Volume II of their response to the Solicitation. The Technical Evaluation Committee (TEC) will evaluate these written responses. All responses to the following requirements are to be provided specifically with regard to services the Offeror will provide for construction of Phase 2 – Habitats & Animal Care Building for the Arabian Leopard Facility (ALF) at the Smithsonian Institution, National Zoo and Conservation Biology Institute (NZCBI), Washington, DC campus.

Identify your submission by including the following information on the Technical Proposal cover.

Prime Contractor Firm Name:

Solicitation No.: 330226RT0010015

Location: Washington, DC

Project: Construct Arabian Leopard Facility (ALF)

Due Date: Nov. 13, 2026, 3:00 pm Eastern

VOLUME II – Technical Proposal (reference Attachment 4); VOLUME III – Pricing Proposal (reference Attachment 5), and; VOLUME IV – Subcontracting Plan Format (reference Attachment 6), are to be sent separately electronically in PDF file format and are required to be submitted to DropBox.com using the following link:

<https://www.dropbox.com/request/WjDoOyI1YLjWVLZVx4SD>

General

Submission and evaluation of the Volume II – Technical Proposal is a competitive process. The six factors that make up the Technical Proposal are listed in order of importance. Those entities that provide superior experience, performance and capabilities, as determined by the Technical Evaluation Committee (TEC), will receive higher technical scores.

The Technical Proposal should be indexed into sections and tabbed as indicated for each requirement of this proposal as follows:

Factor 1 – Contractor’s Ability to Provide Construction Services

- Tab No. 01 – Plan for Construction Services
- Tab No. 02 – Management, Conveying and Directing Recommendations
- Tab No. 03 – List of Anticipated Major Subcontractors
- Tab No. 04 – Approach to Project Control and Coordination
- Tab No. 05 – Site Coordination Plan
- Tab No. 06 – Innovative ideas and Creative Solutions

Factor 2 – Contractor’s Key Personnel and Support Team Qualifications

- Tab No. 07 – Staffing Plan
- Tab No. 08 – Organization Plan
- Tab No. 09 – Resumes
- Tab No. 10 – Site Safety and QC Personnel

Factor 3 – Contractor’s Ability to Provide Cost Control

- Tab No. 11 – Cost Control Methods

Factor 4 – Contractor’s Ability to Meet Schedules.

- Tab No. 12 - List of Critical Long Lead Items & Associated Risk-Mitigation Strategy
- Tab No. 13 – Development, Maintenance and Updating the Project Schedule
- Tab No. 14 – CPM Summary Schedule
- Tab No. 15 – Sample Monthly Schedule Report

Factor 5 – Contractor’s Plan for Quality Assurance/ Quality Control and Use of Best Practices

- Tab No. 16 – Project Specific Construction Quality Control (CQC) Plan

Factor 6 – Contractor’s Plan for Use of Technology

- Tab No. 17 – Experience with Building Information Modeling (BIM)
- Tab No. 18 – Other Innovative Technologies

FACTOR 1 – CONTRACTOR’S ABILITY TO PROVIDE CONSTRUCTION SERVICES

- a) Describe in detail your plan to provide Construction Services for this project. Include, but do not limit your description to the following:
- On-site staffing plan and contractor performed work throughout the course of the project.
 - Management and coordination of Architect’s Supplemental Instructions (ASIs) and other post-award design clarifications, including identification and timely notification of potential impacts to the firm-fixed contract price or schedule.
 - Change order review process and the team structure you will use.

- b) Describe your plan for managing and coordinating major subcontractors and consultants during construction, including maintaining continuity of key subcontractors throughout the project. Describe your approach to obtaining qualified subcontractors for changed or additional work not included in an existing subcontract, including how you maintain price competition when practicable. Include your procedures for evaluating and qualifying subcontractors.
- c) Describe in detail how you will manage, convey, and direct recommendations to meet the Smithsonian goals of schedule, cost, and quality through your participation as a team member with the Smithsonian Institution (SI), Architect/Engineer (A/E), and both SI's Third Party Estimator and Commissioning Agent (CxA).
- d) Address your approach to Project Control and Coordination by providing a procedural and administrative plan for progress reporting; cost accounting; shop drawings and product submittals; controls; security; visitor and worker access and egress; equipment and materials storage, and; staging.
- e) Provide a Site Coordination Plan. Those that address all of the following will be given greater consideration:
 - Preparatory actions, including staging and access to site.
 - Protection of adjacent structures to prevent damage, including maintenance of building occupancy and egress during construction.
 - Major equipment to be utilized.
 - Coordination of system outages
 - Procurement and installation of major components
 - Critical long lead items and designate which subcontractor is responsible.
 - Procurement and delivery of material.
 - Protection of existing trees and vegetation; preparations for planting new trees and vegetation
 - Protection of existing storm water and drainage system in the construction area.
 - Sequence for protection while work is ongoing near entrance walkways or other pedestrian areas.
 - Coordination with other contractors working in nearby area of the project.
 - Logistics and material staging—both within and outside the limits of disturbance—to minimize impacts on park operations and the guest experience, including adjustments for seasonal variations in visitor volume.
 - Other pertinent information required describing how work will be accomplished.
- f) Describe in detail your project specific innovative ideas and creative solutions. Specify how you will implement those ideas for this project to distinguish your firm. Include, but do not limit your response to the following:
 - Site logistics, construction sequencing, scheduling, cost, long lead items, early site packages, fast tracking, etc. that may help reduce the anticipated 19 month / 578 day construction duration.
 - Recommendations for constructing critical building elements, early material delivery, mechanical, electrical, and plumbing solutions.
 - Promotion of a collaborative atmosphere within the project team.

FACTOR 2 – CONTRATOR'S KEY PERSONNEL AND SUPPORT TEAM QUALIFICATIONS

- a) Describe in detail your staffing plan for the delivery of Construction Services for this project. Identify key subcontractors (site / civil, structural, mechanical, electrical, plumbing, animal containment / transfer chutes & doors, and shotcrete faux rock), key consultants if any, that are included as part of the proposed team, their role and related experience for this Project. List projects for which the subcontractors and consultant(s) have worked with the Offeror. Greater consideration will be given to Offerors who have worked together with their proposed subcontractors and consultants. Identify additional staffing back-up and support for key members of your project team should additional staff be required.
- b) Provide an Organization Plan describing the proposed organization for construction of the project. Include an organizational chart identifying lines of authority and supervisory responsibilities. Identify items of work to be performed by the prime contractor and their percentage of the total project. Identify major subcontractors including: Mechanical; Electrical; Plumbing; Site / Civil; Animal Containment / Transfer Chutes & Doors, and; Shotcrete Faux Rock and indicate how they fit into the organizational structure. For all projects listed in your organization plan, please include contract information such as dates, contract amount, and scope.
- c) Provide a resume for each proposed Contractor's team members for Construction Services. Provide resumes of key personnel listing their specialized qualifications, special training and experience as outlined below and as it relates to work on a project of similar size and scope. Note experience on similarly sized projects accomplished in the Washington, DC area or a similar metropolitan setting. Key personnel with experience on projects of a similar size and scope, and experience on similarly sized projects accomplished in the Washington, DC area or a similar metropolitan setting will be evaluated more favorably.

- d) Provide the name of subcontractors for each element of work listed below or indicate what work will be performed by the prime. You will be expected to use the subcontractor listed for each element of work, unless written approval for change is received from the Contracting Officer in accordance with the contract clause entitled SUBCONTRACTORS. Failure to indicate who will perform the work for each item below will result in lower scores during the evaluation of the proposal. For each named subcontractor, list three references with customer contact, address, email address, and telephone number. The Animal Containment / Transfer Chutes & Doors subcontractors that have five years of experience with projects at zoological facilities specifically for large carnivores and list 5 installations at 2 or more AZA accredited institutions will be given greater consideration. Similarly, the Shotcrete Faux Rock and Faux Trees subcontractors that have five years of experience and list 5 installations at 2 or more AZA accredited institutions will be given greater consideration.

Elements of work:

1. Site / Civil
 2. Structural work
 3. Concrete work
 4. Mechanical System
 5. Electrical Systems
 6. Plumbing and Fire Sprinkler System
 7. Animal Containment Fencing, Mesh & Transfer Chutes
 8. Shotcrete Faux Rock and Faux Trees
- e) All individual resumes shall be prepared in a consistent format and contain , the following:
- Name, title, address, and telephone numbers.
 - Educational background.
 - Work experience covering the last five years and last five project assignments of significant duration (18 months or more). Clearly indicate the dates and role held on each project assignment.
 - Membership in professional societies.
 - Professional registrations, licenses, qualifications, and certifications.
 - Publications, awards or special achievements of a technical nature.
 - Length of time employed with current firm.
 - Role assigned on this project including duties and responsibilities.
 - Percentage of time available for this project.
- f) Proposed minimum number of Site Safety Personnel.
- g) Proposed minimum number of QC Personnel and their disciplines.
- h) Key Personnel who demonstrate experience in the positions and with similar projects as described in the paragraphs below will be given higher consideration. Teams that have worked together before will be given greater consideration. Provide all of the following key personnel requirements:
- One (1) Senior Project Manager
 - One (1) Superintendent
 - One (1) Site Safety Manager
 - One (1) Quality Control Manager
 - One (1) Project Engineer

Senior Project Manager: those that have 10+ years of construction experience and 3+ years of experience as a Senior Project Manager or Superintendent on construction projects of similar size and complexity as this contract will be given greater consideration. The Senior Project Manager shall be responsible for all Construction Services including the development, preparation, and maintenance of accurate construction schedules (network analysis system). The Senior Project Manager is responsible for the overall, safety, quality, management, and on-schedule delivery of this project from NTP until beneficial occupancy and all close-out submittals are approved by the Contracting Officer. This shall be a full-time position located on the project jobsite.

Project Superintendent: those that have 10+ years of construction experience and 3+ years as a Project Superintendent on construction projects of similar size and complexity as this contract will be given greater consideration. The Project Superintendent shall be responsible for managing all subcontractors, safety and quality. Once construction starts, this shall be a full-time position located on the project jobsite until the project is accepted for beneficial occupancy.

Construction Services Team: this team at a minimum shall consist of the Senior Project Manager, the Superintendent, a Senior Cost Estimator, and a Project Engineer. They are responsible for all construction services as required by the contract and shall be led by the Project Manager. They shall remain on the project as part of the Construction Services Team until final acceptance.

Site Safety Manager: those that have 5+ years of construction experience as a Project Manager, Superintendent, Quality Control Manager or a Site Safety Manager, and 3+ years of experience as a Site Safety Manager on projects of similar size and complexity as this contract will be given greater consideration. Once construction starts, this shall be a part-time position located on the project jobsite at least one day a week until the project is accepted for beneficial occupancy and all close-out submittals are accepted by the Contracting Officer. Refer to specifications for additional requirements.

Site Safety Management Team: This team is responsible for ensuring all construction safety requirements in Division 01 are achieved. The Site Safety Manager shall be responsible for determining the minimum number of Site Safety Personnel who will make up this team. This team will be led by the Site Safety Manager who reports directly to the Senior Project Manager.

Construction Quality Control (CQC) Manager: those that have 5+ years of construction experience as a Project Superintendent, Project Manager, or Quality Control Manager and 3+ years of experience as a Quality Control Manager on projects of similar size and complexity as this contract will be given greater consideration. The Quality Control Manager or members of the Construction Quality Control Management Team cannot be employees of any subcontractor working on this project. Once construction starts, this shall be a full-time position located on the project's jobsite until the project is accepted for beneficial occupancy, and all close-out submittals are accepted by the Contracting Officer. Refer to specifications for additional requirements.

Construction Quality Control (CQC) Management Team: This team is responsible for making sure all Quality Control requirements in Division 01 and the plans and specifications are achieved. The CQC Manager shall be responsible for determining the disciplines and minimum number of QC personnel who will make up this team. This team will be led by the Quality Control Manager who reports directly to an Officer of the Firm.

FACTOR 3 – CONTRACTOR'S ABILITY TO PROVIDE COST CONTROL

Describe your cost control methods during construction for proposed change orders, including how you obtain and confirm subcontractor/vendor pricing for changed work. Describe your process for reviewing subcontractor/vendor proposals for completeness and cost or price reasonableness, including applicable overhead, profit, and other markups, prior to submission to the Smithsonian. Describe how you resolve scope or pricing discrepancies and develop adequately supported change proposals for Smithsonian review and negotiation.

FACTOR 4 – CONTRACTOR'S ABILITY TO MEET SCHEDULES.

- a) The Offeror shall identify materials, equipment, systems, components, and other items that it considers having the potential to adversely affect the Project schedule due to procurement duration, manufacturing duration, fabrication requirements, availability, transportation, testing, approval requirements, or other supply-chain constraints. The Offeror shall demonstrate its understanding of the Project's procurement risks and describe its proposed approach for proactively managing long-lead items to avoid impacts to the Project schedule. Proposals that merely provide generic statements regarding procurement management, without identifying Project-specific long-lead items, risks, and mitigation measures, will be evaluated less favorably.
- b) Describe in detail how you will develop, maintain, and update the project schedule during construction including details for establishing and monitoring the critical path, methods for managing the float and monitoring schedule of subcontractors.
- c) Provide a single time-scaled CPM summary schedule showing construction activities identifying construction logic that demonstrates understanding of the interdependencies and efficiencies among all elements of the work; activities to be accomplished during regular hours, multi-shift basis, weekends or holidays as required; installation of long lead / key equipment or material; and activities that may interrupt adjacent building operations.
- d) The CPM schedule should highlight scope activities. The summary should contain no less than 100 activities and should combine activities for the 100% Final Phase 2 – Habitats & Animal Care Building drawings and specifications for the NZCBI ALF. The schedule should show sequence, duration, and interdependency. Identify all critical elements of work, including submittal review, each trade, important construction as well as designated milestones, critical long- lead items such as mechanical equipment, electrical, fire protection, envelope procurement and installation, HVAC systems and habitat enclosure mesh. Clearly show the critical path. Work, shall be performed in Contract Time for Completion, see Division 01 for contract schedule requirements.
- e) Provide a sample of the monthly schedule reports, including identification of milestones.

FACTOR 5 - CONTRACTOR'S PLAN FOR QUALITY ASSURANCE / QUALITY CONTROL AND USE OF BEST PRACTICES

- a) Provide a project specific Construction Quality Control (CQC) Plan as described in the 65% Specification Division 01 4000 Quality Requirement section that discusses in detail the methodology for assuring construction quality. Furnish resumes of all proposed CQC team members.
- b) The offeror's CQC Plan shall discuss in detail the methodology that will be employed to provide assurance of a quality constructed project. CQC plans that include the following information will be given greater consideration:
 - Management and coordination of job-site activities and support functions for quality assurance of workmanship and materials for the Contractor, subcontractors, and suppliers.
 - Description of systems of inspections, tests, corrective actions, follow-up, and documentation processes. Provide names of the independent testing laboratories to be used.
 - Control for minimized variations from and changes to the specifications and drawings, including methodology of how changes will be required, evaluated for impact on the project, and incorporated into the work and recorded on as-built documents.
 - Process for monitoring the effectiveness of the Project Schedule, Implementation Plan, and Coordination Management Plan. Describe means of measurement and methods for corrective action.
 - Describe procedures and methods for maintenance of shop drawings, change orders, correspondence and as-built drawings.

FACTOR 6 – CONTRACTOR'S PLAN FOR USE OF TECHNOLOGY

- a) Describe in detail how your experience with Building Information Modeling (BIM) will be applied to the benefit of this project. Include but do not limit discussion to the following:
 - 3D coordination
 - PDF/ DWF Files
 - Construction System Design
 - Record Modeling
 - Phase Planning (4D modeling)
 - Cost Estimating
- b) Describe in detail other innovative technologies you propose to improve the performance of the team. Describe the specific benefits to the project goals.

**Smithsonian Institution (SI)
National Zoo and Conservation Biology Institute (NZCBI)
Construct Arabian Leopard Facility (ALF)
Phase 2 – Habitats and Animal Care Building**

**VOLUME III:
PRICING PROPOSAL REQUIREMENTS**

**Solicitation No.:
33330226RT0010015
Washington DC
OPDC Project No. 2533105**

**Issue Date: Monday, Sept. 14, 2026
Due Date: Fri., Nov. 13, 2026, 3:00 pm Eastern**

**Issuing Office
OCon&PPM**

**Additional information must only be obtained by contacting:
Virginia Chan at ChanVC@si.edu**

Bid Schedule (Firm Fixed Price)**Construct Arabian Leopard Facility (ALF)****Construction Services Phase 2 – Habitats & Animal Care Building**

All work associated with Phase 2 – Habitats & Animal Care Bldg. as described in the 100% Final specifications and drawings.

Div	Description	Material	Labor	Equipment	OH & Profit	TOTAL
01	General Reqs / General Conditions	\$ -	\$ -	\$ -	\$ -	\$ -
02	Existing Conditions	\$ -	\$ -	\$ -	\$ -	\$ -
	HAZMAT	\$ -	\$ -	\$ -	\$ -	\$ -
03	Concrete	\$ -	\$ -	\$ -	\$ -	\$ -
04	Masonry	\$ -	\$ -	\$ -	\$ -	\$ -
05	Metals	\$ -	\$ -	\$ -	\$ -	\$ -
06	Wood, Plastics, and Composites	\$ -	\$ -	\$ -	\$ -	\$ -
07	Thermal and Moisture Protection	\$ -	\$ -	\$ -	\$ -	\$ -
08	Openings	\$ -	\$ -	\$ -	\$ -	\$ -
09	Finishes	\$ -	\$ -	\$ -	\$ -	\$ -
10	Specialties	\$ -	\$ -	\$ -	\$ -	\$ -
11	Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
12	Furnishings	\$ -	\$ -	\$ -	\$ -	\$ -
13	Special Construction	\$ -	\$ -	\$ -	\$ -	\$ -
14	Conveying Systems	\$ -	\$ -	\$ -	\$ -	\$ -
21	Fire Suppression	\$ -	\$ -	\$ -	\$ -	\$ -
22	Plumbing	\$ -	\$ -	\$ -	\$ -	\$ -
23	Heating, Ventilating and Air Conditioning	\$ -	\$ -	\$ -	\$ -	\$ -
25	Integrated Automation	\$ -	\$ -	\$ -	\$ -	\$ -
26	Electrical	\$ -	\$ -	\$ -	\$ -	\$ -
27	Communications	\$ -	\$ -	\$ -	\$ -	\$ -
28	Electronic Safety and Security	\$ -	\$ -	\$ -	\$ -	\$ -
31	Earthwork	\$ -	\$ -	\$ -	\$ -	\$ -
32	Exterior Improvements	\$ -	\$ -	\$ -	\$ -	\$ -
33	Utilities	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL OF DIRECT COSTS:						
NOTE: If there are any assumptions, exclusions or qualifications that affect the firm fixed price, a separate detailed breakdown sheet must be provided.						
Home Office Overhead						
Profit / Fee::						
Bonds and Insurance:						
TOTAL FIRM FIXED PRICE:						

Prepared by: _____ Company: _____

Date: _____

PLEASE DO NOT ALTER THE FORM

Multi-Year Funding Price Proposal Breakout Form Construct Arabian Leopard Facility (ALF)

The estimated construction cost for Phase 2 – Habitats & Animal Care Building is greater than \$10M.

Two Fiscal Years of Funding

FY 2027 FUNDING INCREMENT: (\$4M obligated at award, or when available)

General Conditions (9 months)	\$ _____
Mobilization	\$ _____
Sitework	\$ _____
Demolition	\$ _____
Temporary Field Office	\$ _____
Building Utilities	\$ _____
Submittals and Shop Drawings	\$ _____
Long Lead Item Purchases	\$ _____
Structural concrete, substructure, foundations (including excavation and dewatering), steel framing	\$ _____
Masonry	\$ _____
Mechanical, Electrical and Plumbing	\$ _____
Mass Notification System and Communications	\$ _____
Fire Protection	\$ _____
Fire Alarm	\$ _____
Integrated Automation	\$ _____
Specialties	\$ _____
SUBTOTAL:	\$ _____
Termination Cost (Cancellation Charge)	\$ _____

Other – Offerors shall clearly and completely describe items deleted/added to FY2027 Funding Phase \$ _____
(Attach pages as necessary)

Identify and include description of long-lead time items.

TOTAL FY2027: _____ \$ _____
(Express in Words and Figures)

FY 2028 FUNDING INCREMENT: (Balance of funding obligated in two installments with last installment by 2/28/28)

General Conditions (10 months)	\$ _____
Sitework	\$ _____
Demolition	\$ _____
Temporary Field Office	\$ _____
Building Utilities	\$ _____
Submittals and Shop Drawings	\$ _____
Existing Conditions & HAZMAT Removal	\$ _____
Long Lead Item Purchases	\$ _____
Structural concrete, substructure, foundations (including excavation and dewatering), steel framing	\$ _____
Masonry	\$ _____
Mechanical, Electrical and Plumbing	\$ _____
Mass Notification System and Communications	\$ _____
Fire Protection	\$ _____
Fire Alarm	\$ _____
Integrated Automation	\$ _____
Interior Systems (partitions, walls, doors, ceilings, etc.)	\$ _____
Specialties	\$ _____
SUBTOTAL:	\$ _____
Termination Cost (Cancellation Charge)	\$ _____

Other – Offerors shall clearly and completely describe items deleted/added to FY2028 Funding Phase \$ _____
(Attach pages as necessary)

Identify and include description of long-lead time items.

TOTAL FY2028: _____ \$ _____
(Express in Words and Figures)

ATTACHMENT 6

Subcontracting Plan

See Section L, L.28 of the RFP for requirements.

ATTACHMENT 7

Davis Bacon Act Wage Determination Building DC20260002

State: District of Columbia

Construction Types: Building

Counties: District of Columbia Counties of Washington, D.C.

Modification Number	Publication Date
2	01/16/2026
3	05/18/2026

ASBE0024-007 10/01/2024

Rates

Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR (INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS) A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING AND CHRISTMAS DAY PROVIDED THE EMPLOYEE WORKS THE REGULAR WORK DAY BEFORE AND AFTER THE PAID HOLIDAY..\$ 40.77

20.17

ASBE0024-008 10/01/2024

Rates

Fringes

ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER INCLUDES PREPARATION, WETTING, STRIPPING, REMOVAL, SCRAPPING, VACUUMING, BAGGING AND DISPOSING OF ALL INSULATION MATERIALS, WHETHER THEY CONTAIN ASBESTOS OR NOT, FROM MECHANICAL SYSTEMS A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING AND CHRISTMAS DAY PROVIDED THE EMPLOYEE WORKS THE REGULAR WORK DAY BEFORE AND AFTER THE PAID HOLIDAY..\$ 24.46

10.19

ASBE0024-014 10/01/2024

Rates

Fringes

FIRESTOPPER INCLUDES THE APPLICATION OF MATERIALS OR DEVICES WITHIN OR AROUND PENETRATIONS AND OPENINGS IN ALL RATED WALL OR FLOOR ASSEMBLIES, IN ORDER TO PREVENT THE PASAGE OF FIRE, SMOKE OF OTHER GASES. THE APPLICATION INCLUDES ALL COMPONENTS INVOLVED IN CREATING THE RATED BARRIER AT PERIMETER SLAB EDGES AND EXTERIOR CAVITIES, THE HEAD OF GYPSUM BOARD OR CONCRETE WALLS, JOINTS BETWEEN RATED WALL OR FLOOR COMPONENTS, SEALING OF PENETRATING ITEMS AND BLANK OPENINGS. A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,

VETERANS' DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING AND CHRISTMAS DAY PROVIDED THE EMPLOYEE WORKS THE REGULAR WORK DAY BEFORE AND AFTER THE PAID HOLIDAY.....	\$ 30.21	10.43
--	----------	-------

BRDC0001-002 04/27/2025		
	Rates	Fringes
BRICKLAYER.....	\$ 38.80	15.17

CARP0197-011 05/01/2024		
	Rates	Fringes
CARPENTER: INCLUDES DRYWALL HANGING, FORM WORK, AND SOFT FLOOR LAYING-CARPET.....	\$ 34.41	14.33

CARP0219-001 05/01/2025		
	Rates	Fringes
MILLWRIGHT.....	\$ 39.50	17.32

CARP0474-006 05/01/2024		
	Rates	Fringes
PILEDRIVERMAN.....	\$ 36.60	14.47

ELEC0026-016 06/02/2025		
	Rates	Fringes
ELECTRICIAN: INCLUDES INSTALLATION OF HVAC/TEMPERATURE CONTROLS.....	\$ 59.50	23.06

ELEC0026-017 09/01/2025		
	Rates	Fringes
ELECTRICAL INSTALLER (SOUND & COMMUNICATION SYSTEMS) SCOPE OF WORK: INCLUDES LOW VOLTAGE CONSTRUCTION, INSTALLATION, MAINTENANCE AND REMOVAL OF TELEDATA FACILITIES (VOICE, DATA AND VIDEO) INCLUDING OUTSIDE PLANT, TELEPHONE AND DATA INSIDE WIRE, INTERCONNECT, TERMINAL EQUIPMENT, CENTRAL OFFICES, PABX, FIBER OPTIC CABLE AND EQUIPMENT, RAILROAD COMMUNICATIONS, MICRO WAVES, VSAT, BYPASS, CATV, WAN (WIDE AREA NETWORKS), LAN (LOCAL AREA NETWORKS) AND ISDN (INTEGRATED SYSTEMS DIGITAL NETWORK). WORK EXCLUDED: THE INSTALLATION OF COMPUTER SYSTEMS IN INDUSTRIAL APPLICATIONS SUCH AS ASSEMBLY LINES, ROBOTICS AND COMPUTER CONTROLLER MANUFACTURING SYSTEMS. THE INSTALLATION OF CONDUIT AND/OR RACEWAYS SHALL BE INSTALLED BY INSIDE WIREMEN. ON SITES WHERE THERE IS NO INSIDE WIREMAN EMPLOYED, THE TELEDATA TECHNICIAN MAY INSTALL RACEWAY OR CONDUIT NOT GREATER THAN 10 FEET. FIRE ALARM WORK IS EXCLUDED ON ALL NEW CONSTRUCTION SITES OR WHEREVER THE FIRE ALARM SYSTEM IS INSTALLED IN CONDUIT. ALL HVAC CONTROL WORK.....	\$ 34.16	13.54

ELEV0010-001 01/01/2025		
	Rates	Fringes
ELEVATOR MECHANIC A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, CHRISTMAS DAY AND THE FRIDAY AFTER THANKSGIVING. B. VACATIONS: EMPLOYER CONTRIBUTES 8% OF BASIC HOURLY RATE FOR 5		

YEARS OR MORE OF SERVICE; 6% OF BASIC HOURLY RATE FOR 6 MONTHS TO 5 YEARS OF SERVICE AS VACATION PAY CREDIT.....	\$ 57.16	38.44

IRON0005-005 06/01/2024		
	Rates	Fringes
IRONWORKER: STRUCTURAL AND ORNAMENTAL.....	\$ 37.86	25.86

IRON0005-012 05/01/2024		
	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 31.88	23.78

LAB00011-009 06/01/2025		
	Rates	Fringes
LABORER: SKILLED.....	\$ 30.47	8.70

MARB0002-004 04/27/2025		
	Rates	Fringes
MARBLE/STONE MASON INCLUDING POINTING, CAULKING AND CLEANING OF ALL TYPES OF MASONRY, BRICK, STONE AND CEMENT EXCEPT POINTING, CAULKING, CLEANING OF EXISTING MASONRY, BRICK, STONE AND CEMENT (RESTORATION WORK).....	\$ 45.65	21.21

MARB0003-006 04/27/2025		
	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 34.34	14.20

MARB0003-007 04/27/2025		
	Rates	Fringes
TERRAZZO FINISHER.....	\$ 28.85	12.55

MARB0003-008 04/27/2025		
	Rates	Fringes
TILE SETTER.....	\$ 34.34	14.20

MARB0003-009 04/27/2025		
	Rates	Fringes
TILE FINISHER.....	\$ 28.85	12.55

PAIN0051-014 06/01/2025		
	Rates	Fringes
GLAZIER: GLAZING CONTRACTS \$2 MILLION AND UNDER.....	\$ 32.41	14.46
GLAZIER (GLAZING CONTRACTS OVER \$2 MILLION).....	\$ 36.65	14.46

PAIN0051-015 06/01/2025		
	Rates	Fringes
PAINTER: BRUSH, ROLLER, SPRAY AND DRYWALL FINISHER..	\$ 29.16	11.86

PLAS0891-005 07/01/2025		
	Rates	Fringes
PLASTERER (INCLUDING FIREPROOFING).....	\$ 32.86	10.46

PLAS0891-006 03/01/2025		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 30.50	14.23

PLUM0005-010 08/01/2025		
	Rates	Fringes
PLUMBER A. PAID HOLIDAYS: LABOR DAY, VETERANS' DAY, THANKSGIVING DAY AND THE DAY AFTER THANKSGIVING, CHRISTMAS DAY, NEW YEAR'S DAY, MARTIN LUTHER KING'S BIRTHDAY, MEMORIAL DAY AND THE FOURTH OF JULY.....	\$ 53.30	23.71

PLUM0602-008 08/01/2025		
	Rates	Fringes
PIPEFITTER: INCLUDES HVAC PIPE INSTALLATION A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY AND THE DAY AFTER THANKSGIVING AND CHRISTMAS DAY.....	\$ 55.00	24.46

ROOF0030-016 07/01/2025		
	Rates	Fringes
ROOFER.....	\$ 36.26	14.91

SFDC0669-002 01/01/2026		
	Rates	Fringes
SPRINKLER FITTER (FIRE SPRINKLERS).....	\$ 45.22	27.69

SHEE0100-015 11/01/2025		
	Rates	Fringes
SHEET METAL WORKER: INCLUDING HVAC DUCT INSTALLATION A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....	\$ 53.42	23.20

SUDC2009-003 05/19/2009		
	Rates	Fringes
POINTER, CAULKER, CLEANER, INCLUDES POINTING, CAULKING, CLEANING OF EXISTING MASONRY, BRICK, STONE AND CEMENT STRUCTURES (RESTORATION WORK); EXCLUDES POINTING, CAULKING, CLEANING OF NEW OR REPLACEMENT MASONRY, BRICK, STONE OR CEMENT.....	\$ 18.88	0.00
LABORER: MASON TENDER FOR POINTING, CAULKING, CLEANING OF EXISTING MASONRY, BRICK, STONE AND CEMENT STRUCTURES (RESTORATION WORK); EXCLUDES POINTING, CAULKING AND CLEANING OF NEW OR REPLACEMENT MASONRY, BRICK, STONE AND CEMENT.....	\$ 11.67	0.00
LABORER: MASON TENDER - CEMENT/CONCRETE.....	\$ 15.40	2.85
LABORER: COMMON OR GENERAL.....	\$ 13.04	2.80

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than **◆SU◆**, **◆UAVG◆**, **◆SA◆**, or **◆SC◆** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The **SU** identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The **SA** identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the **SA** identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to

davisbaconinfo@dol.gov or by mail to:
Phase 2 - Construct Arabian Leopard 33330226RT0010015 Page 117 of 139

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====
END OF GENERAL DECISION

"

ATTACHMENT 8

Davis Bacon Act Wage Determination Heavy DC20260001

State: District of Columbia

Construction Types: Heavy and Highway

Counties: District of Columbia Counties of Washington, D.C.

Heavy Construction

Highway Construction

Modification Number	Publication Date
3	01/23/2026
4	05/18/2026
5	07/30/2026

ASBE0024-001 10/01/2024

Rates

Fringes

ASBESTOS WORKER/HEAT AND FROST INSULATOR (INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS.).....\$ 40.77

20.17

ASBE0024-002 10/01/2024

Rates

Fringes

HAZARDOUS MATERIAL HANDLER INCLUDES PREPARATION, WETTING, STRIPPING, REMOVAL, SCRAPPING, VACUUMING, BAGGING AND DISPOSING OF ALL INSULATION MATERIALS, WHETHER THEY CONTAIN ASBESTOS OR NOT, FROM MECHANICAL SYSTEMS. A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING AND CHRISTMAS DAY PROVIDED THE EMPLOYEE WORKS THE REGULAR WORK DAY BEFORE AND AFTER THE PAID HOLIDAY..\$ 24.46

10.19

ASBE0024-005 10/01/2024

Rates

Fringes

FIRE STOP TECHNICIAN INCLUDES THE APPLICATION OF MATERIALS OR DEVICES WITHIN OR AROUND PENETRATIONS AND OPENINGS IN ALL RATED WALL OR FLOOR ASSEMBLIES, IN ORDER TO PREVENT THE PASAGE OF FIRE, SMOKE OF OTHER GASES. THE APPLICATION INCLUDES ALL COMPONENTS INVOLVED IN CREATING THE RATED BARRIER AT PERIMETER SLAB EDGES AND EXTERIOR CAVITIES, THE HEAD OF GYPSUM BOARD OR CONCRETE WALLS, JOINTS BETWEEN RATED WALL OR FLOOR COMPONENTS, SEALING OF PENETRATING ITEMS AND BLANK OPENINGS. A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING AND CHRISTMAS DAY PROVIDED THE

EMPLOYEE WORKS THE REGULAR WORK DAY BEFORE AND AFTER THE PAID HOLIDAY.....	\$ 30.21	10.43

BOIL0193-001 01/01/2025		
	Rates	Fringes
BOILERMAKERS.....	\$ 47.37	25.60

BRDC0001-001 04/27/2025		
	Rates	Fringes
BRICKLAYER.....	\$ 38.80	15.17

BRMD0001-004 04/27/2025		
	Rates	Fringes
BRICKLAYER: REFRACTORY (FIREBRICK).....	\$ 43.94	17.74

CARP0197-010 05/01/2024		
	Rates	Fringes
CARPENTER/LATHER.....	\$ 34.41	14.33

CARP0219-001 05/01/2025		
	Rates	Fringes
MILLWRIGHT.....	\$ 39.50	17.32

CARP0474-006 05/01/2024		
	Rates	Fringes
PILEDRIVERMAN.....	\$ 36.60	14.47

CARP0474-007 05/01/2024		
	Rates	Fringes
DIVER.....	\$ 43.92	14.47
DIVER TENDER.....	\$ 36.60	14.47

ELEC0026-001 06/02/2025		
	Rates	Fringes
ELECTRICIANS.....	\$ 59.50	23.06

ELEC0070-001 05/05/2024		
	Rates	Fringes
LINE CONSTRUCTION: CABLE SPLICERS.....	\$ 44.56	17.50
LINE CONSTRUCTION: EQUIPMENT OPERATORS.....	\$ 44.56	17.50
LINE CONSTRUCTION: GROUND MEN.....	\$ 18.00	11.66
LINE CONSTRUCTION: LINEMEN.....	\$ 44.56	17.50
LINE CONSTRUCTION: TRUCK DRIVER.....	\$ 23.00	12.76

ENGI0077-001 05/01/2025		
	Rates	Fringes
POWER EQUIPMENT OPERATORS: HEAVY AND HIGHWAY CONSTRUCTION: GROUP 2- 35 TON CRANES & ABOVE, DERRICKS, CONCRETE BOOM PUMP, DRILL RIGS (+50,000 LBS TORQUE), MOLE, MECHANIC. FRINGE BENEFITS INCLUDE THE FOLLOWING PAID HOLIDAYS: NEW YEARS DAY, INAUGURAL DAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, MARTIN LUTHER KING'S BIRTHDAY, VETERANS' DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING AND CHRISTMAS DAY.....	\$ 43.44	13.27

POWER EQUIPMENT OPERATORS:, HEAVY AND HIGHWAY CONSTRUCTION: GROUP 1 TOWER CRANES AND CRANES 100 TON AND OVER. A. PAID HOLIDAYS: NEW YEARS DAY, INAUGURAL DAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, MARTIN LUTHER KING'S BIRTHDAY, VETERANS' DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING AND CHRISTMAS DAY.....	\$ 45.76	13.27
POWER EQUIPMENT OPERATORS:, HEAVY AND HIGHWAY CONSTRUCTION: GROUP 3 CRANES, HOISTS, DRILL RIGS (UNDER 50,000 LBS TORQUE), TIE BACK MACHINES, PAVING MIXERS, TUNNEL SHOVELS, BATCH PLANTS, SHIELDS, TUNNEL MINING MACHINES, DRAGLINES, MUCKING MACHINES, GRADERS IN TUNNELS, PILE DRIVING ENGINES, WELDER, HORIZONTAL DIRECTIONAL DRILL OPERATOR, TUG BOATS. A. PAID HOLIDAYS: NEW YEARS DAY, INAUGURAL DAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, MARTIN LUTHER KING'S BIRTHDAY, VETERANS' DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING AND CHRISTMAS DAY.....	\$ 40.73	13.27
POWER EQUIPMENT OPERATORS:, HEAVY AND HIGHWAY CONSTRUCTION: GROUP 4 FRONT END LOADERS, BOOM TRUCKS, BACKHOES, EXCAVATORS, GRADALLS, POWER DRIVEN WHEEL SCOOPS & SCRAPERS, BLADE GRADERS, MOTOR GRADERS, BULLDOZERS, TRENCHING MACHINES, BALLAST REGULATOR,HOE RAM, LOCOMOTIVE (STANDARD, NARROW GAUGE, TUGGERS). A. PAID HOLIDAYS: NEW YEARS DAY, INAUGURAL DAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, MARTIN LUTHER KING'S BIRTHDAY, VETERANS' DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING AND CHRISTMAS DAY.....	\$ 36.31	13.27
POWER EQUIPMENT OPERATORS:, HEAVY AND HIGHWAY CONSTRUCTION: GROUP 5 BOILERS (SKELTON), ASPHALT SPREADERS, BULLFLOAT FINISHING MACHINES, CONCRETE FINISHING MACHINES, CONCRETE SPREADERS,CONCRETE MIXER, CONCRETE PUMP, WELL POINTS, HYDRAULIC PUMPS, ELEVATORS, FREEZE UNIITS, TUNNEL MOTORMAN OR DINKY OPERATOR, CONVEYORS, GROUT PUMP, FIREMAN, ULTRA HIGH PRESSURE WATER JET CUTTING TOOL SYSTEM OPERATOR/MECHANIC, HORIZONTAL DIRECTIONAL DRILL LOCATOR, SKID STEERS (FINE GRADING), HIGH LIFTS (LULL TYPE LIFTS). A. PAID HOLIDAYS: NEW YEARS DAY, INAUGURAL DAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, MARTIN LUTHER KING'S BIRTHDAY, VETERANS' DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING AND CHRISTMAS DAY.....	\$ 31.09	13.27
POWER EQUIPMENT OPERATORS:, HEAVY AND HIGHWAY CONSTRUCTION: GROUP 6 FORK LIFTS, DITCH WITCH, BOBCAT, SKID STEER, SPACE HEATERS, SWEEPERS, ASSISTANT ENGINEERS, OILERS, SERVICE UNIT EQUIPMENT, ROLLER. A. PAID HOLIDAYS: NEW YEARS DAY, INAUGURAL DAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, MARTIN LUTHER KING'S BIRTHDAY, VETERANS' DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING AND CHRISTMAS DAY.....	\$ 28.39	13.27
POWER EQUIPMENT OPERATORS:, HEAVY AND HIGHWAY CONSTRUCTION: GROUP 7 MASTER MECHANIC. A. PAID HOLIDAYS: NEW YEARS DAY, INAUGURAL DAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, MARTIN LUTHER KING'S BIRTHDAY, VETERANS' DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING AND CHRISTMAS DAY.....	\$ 47.18	13.27

ENGI0077-002 06/01/2025

Rates

Fringes

GRADING: GROUP 1 GRADALL OPERATOR, CRANE.....	\$ 37.07	11.17
POWER EQUIPMENT OPERATORS:, PAVING AND INCIDENTAL		
GRADING: GROUP 2 BOOM TRUCK, MILLING MACHINE, EXCAVATOR, RUBBER TIRE BACKHOE, ASPHALT PAVER, ASPHALT PLANT ENGINEER, MOTOR GRADER, TRACK LOADER, RUBBER TIRE LOADER, TRACK DOZER, CONCRETE PAVER.....	\$ 32.89	11.17
POWER EQUIPMENT OPERATORS:, PAVING AND INCIDENTAL		
GRADING: GROUP 3 BROOM TRUCK, ASPHALT ROLLER.....	\$ 28.09	11.17
POWER EQUIPMENT OPERATORS:, PAVING AND INCIDENTAL		
GRADING: GROUP 4 AIR COMPRESSOR, GRADE ROLLERS.....	\$ 25.14	11.17
POWER EQUIPMENT OPERATORS:, PAVING AND INCIDENTAL		
GRADING: GROUP 5 MECHANIC.....	\$ 37.93	10.97

ENGI0077-003 07/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATORS:, SEWER, GAS AND WATER		
LINE CONSTRUCTION: GROUP 1.....	\$ 41.40	11.55
POWER EQUIPMENT OPERATORS:, SEWER, GAS AND WATER		
LINE CONSTRUCTION: GROUP 2.....	\$ 35.00	11.55
POWER EQUIPMENT OPERATORS:, SEWER, GAS AND WATER		
LINE CONSTRUCTION: GROUP 3.....	\$ 33.80	11.55
POWER EQUIPMENT OPERATORS:, SEWER, GAS AND WATER		
LINE CONSTRUCTION: GROUP 4.....	\$ 33.26	11.55
POWER EQUIPMENT OPERATORS:, SEWER, GAS AND WATER		
LINE CONSTRUCTION: GROUP 5.....	\$ 31.16	11.55
POWER EQUIPMENT OPERATORS:, SEWER, GAS AND WATER		
LINE CONSTRUCTION: GROUP 6.....	\$ 25.89	11.55

IRON0005-005 06/01/2024

	Rates	Fringes
IRONWORKER: STRUCTURAL AND ORNAMENTAL.....	\$ 37.86	25.86

IRON0005-012 05/01/2024

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 31.88	23.78

LAB00011-003 06/01/2025

	Rates	Fringes
LABORERS:, HEAVY AND HIGHWAY AND SEWER & WATER		
LINES CONSTRUCTION: GROUP 1.....	\$ 33.25	8.70
LABORERS:, HEAVY AND HIGHWAY AND SEWER & WATER		
LINES CONSTRUCTION: GROUP 2.....	\$ 34.27	8.70
LABORERS:, HEAVY AND HIGHWAY AND SEWER & WATER		
LINES CONSTRUCTION: GROUP 3.....	\$ 34.27	8.70
LABORERS:, HEAVY AND HIGHWAY AND SEWER & WATER		
LINES CONSTRUCTION: GROUP 4.....	\$ 34.32	8.70
LABORERS:, HEAVY AND HIGHWAY AND SEWER & WATER		
LINES CONSTRUCTION: GROUP 5.....	\$ 35.00	8.70
LABORERS:, HEAVY AND HIGHWAY AND SEWER & WATER		
LINES CONSTRUCTION: GROUP 6.....	\$ 35.93	8.70
LABORERS:, HEAVY AND HIGHWAY AND SEWER & WATER		
LINES CONSTRUCTION: GROUP 7.....	\$ 36.81	8.70
LABORERS:, HEAVY AND HIGHWAY AND SEWER & WATER		
LINES CONSTRUCTION: GROUP 8.....	\$ 37.95	8.70

LAB00011-004 06/01/2025

	Rates	Fringes
LABORERS:, SKILLED ASBESTOS ABATEMENT LABORERS (HAZARDOUS WASTE REMOVAL, EXCEPT ON MECHANICAL SYSTEMS: PREPARATION FOR, REMOVING AND		

ENCAPSULATION OF HAZARDOUS MATERIALS FROM NON-MECHANICAL SYSTEMS).....	\$ 32.25	8.70
LABORERS:, SKILLED TOXIC AND HAZARDOUS WASTE REMOVAL LABORERS (HAZARDOUS WASTE REMOVAL, EXCEPT ON MECHANICAL SYSTEMS: PREPARATION FOR, REMOVING AND ENCAPSULATION OF HAZARDOUS MATERIALS FROM NON-MECHANICAL SYSTEMS).....	\$ 32.25	8.70

LAB00011-005 06/01/2025

	Rates	Fringes
LABORERS GROUP 1.....	\$ 34.41	8.70
LABORERS GROUP 2.....	\$ 35.48	8.70
LABORERS GROUP 3.....	\$ 38.17	8.70
LABORERS GROUP 4.....	\$ 39.29	8.70

LAB00011-006 06/01/2025

	Rates	Fringes
LABORERS:.....	\$ 51.82	8.70
LABORERS:.....	\$ 44.04	8.70

LAB00011-007 09/01/2025

	Rates	Fringes
LABORERS: ASPHALT RAKER & CONCRETE SAW OPERATOR (PAVING AND INCIDENTAL GRADING).....	\$ 24.30	8.74
LABORERS: ASPHALT TAMPER & CONCRETE SHOVELER (PAVING AND INCIDENTAL GRADING).....	\$ 23.86	8.74
LABORERS: JACK HAMMER (PAVING AND INCIDENTAL GRADING).....	\$ 23.89	8.74
LABORERS: LABORER (PAVING AND INCIDENTAL GRADING)...	\$ 23.06	8.74
LABORERS: SAND SETTER & FORM SETTER (PAVING AND INCIDENTAL GRADING).....	\$ 25.10	8.74
LABORERS:, ASPHALT SHOVELER (PAVING AND INCIDENTAL GRADING).....	\$ 23.27	8.74

LAB00011-008 06/01/2025

	Rates	Fringes
LABORERS: BRICK MASONRY WORK (MASON TENDERS).....	\$ 24.31	8.70
LABORERS: BRICK MASONRY WORK (SCAFFOLD BUILDERS, MORTARMEN).....	\$ 24.96	8.70

MARB0002-003 04/27/2025

	Rates	Fringes
MARBLE & STONE MASON (INCLUDES POINTING, CAULKING AND CLEANING OF ALL TYPES OF MASONRY, BRICK, STONE AND CEMENT STRUCTURES).....	\$ 45.65	21.21

MARB0003-001 04/27/2025

	Rates	Fringes
MOSAIC & TERRAZZO WORKER, TILE LAYER.....	\$ 34.34	14.20

MARB0003-004 04/27/2025

	Rates	Fringes
MARBLE, TILE & TERRAZZO FINISHER.....	\$ 28.85	12.55

PAIN0051-001 06/01/2025

	Rates	Fringes
--	-------	---------

PAINTERS: (COMMERCIAL AND MOLD REMEDIATION,
Phase 2 - Construct Arabian Leopard 33330226RT0010015 Page 124 of 139

PAINTERS, WALLCOVERS AND DRYWALL FINISHERS).....\$ 29.16	11.86

PLAS0891-001 03/01/2025	
	Rates Fringes
CEMENT MASONS: (HEAVY CONSTRUCTION ONLY).....\$ 30.50	14.23

PLAS0891-002 06/01/2025	
	Rates Fringes
CEMENT MASONS: CEMENT MASONS (PAVING & INCIDENTAL GRADING).....\$ 23.50	9.75
CEMENT MASONS: CONCRETE SAW OPERATORS (PAVING & INCIDENTAL GRADING).....\$ 23.50	9.75
CEMENT MASONS: FORM SETTERS (PAVING & INCIDENTAL GRADING).....\$ 23.50	9.75

PLUM0005-001 08/01/2025	
	Rates Fringes
PLUMBERS A. PAID HOLIDAYS: LABOR DAY, VETERANS' DAY, THANKSGIVING DAY AND THE DAY AFTER THANKSGIVING, CHRISTMAS DAY, NEW YEAR'S DAY, MARTIN LUTHER KING'S BIRTHDAY, MEMORIAL DAY AND THE FOURTH OF JULY.....\$ 53.30	23.71

PLUM0602-005 08/01/2025	
	Rates Fringes
STEAMFITTER, REFRIGERATION & AIR CONDITIONING MECHANIC A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND THE DAY AFTER THANKSGIVING AND CHRISTMAS DAY.....\$ 55.00	24.46

SHEE0100-001 11/01/2025	
	Rates Fringes
SHEET METAL WORKER A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....\$ 53.42	23.20

TEAM0639-001 06/01/2025	
	Rates Fringes
TRUCK DRIVERS: HEAVY & HIGHWAY CONSTRUCTION: TRACTOR TRAILER, LOW BOY A. VACATION: EMPLOYEES WILL RECEIVE ONE (1) WEEK'S PAID VACATION AFTER ONE (1) YEAR OF SERVICE.....\$ 33.75	7.30
TRUCK DRIVERS:, HEAVY & HIGHWAY CONSTRUCTION: TRUCK DRIVERS A. VACATION: EMPLOYEES WILL RECEIVE ONE (1) WEEK'S PAID VACATION AFTER ONE (1) YEAR OF SERVICE.....\$ 31.75	7.30

TEAM0639-005 06/01/2025	
	Rates Fringes
TRUCK DRIVERS: PAVING & INCIDENTAL GRADING: ALL PAVING PROJECTS WHERE THE GRADING IS INCIDENTAL TO THE PAVING A. VACATION: EMPLOYEES WILL RECEIVE ONE (1) WEEK'S PAID VACATION AFTER ONE (1) YEAR OF SERVICE.....\$ 31.75	7.30

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU, UAVG, SA, or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council

number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

END OF GENERAL DECISION"

ATTACHMENT 9

Request for Authorization of Additional Classification SF 1444

Request For Authorization Of Additional Classification And Rate	Check Appropriate Box	OMB Control Number: 9000-0066 Expiration Date: 5/31/2027
	☐ Service Contract ☐ Construction Contract	

Instructions: The Contractor shall complete items 3 through 16, keep a pending copy, and submit the request, in quadruplicate, to the Contracting Officer.

1. To: Administrator, Wage And Hour Division U.S. Department Of Labor Washington, DC 20210	2. From: (Reporting Office)
---	------------------------------------

3. Contractor	4. Date Of Request
---------------	--------------------

5. Contract Number	6. Date Bid Opened (Sealed Bidding)	7. Date Of Award	8. Date Contract Work Started	9. Date Option Exercised (If Applicable) (Service Contract Only)
--------------------	-------------------------------------	------------------	-------------------------------	--

10. Subcontractor (If Any)

11. Project And Description Of Work (Attach Additional Sheet If Needed)

12. Location (City, County, And State)
--

13. In Order To Complete The Work Provided For Under The Above Contract, It Is Necessary To Establish The Following Rate(s) For The Indicated Classification(s) Not Included In The Department Of Labor Determination

Number:	Dated:	
a. List In Order: Proposed Classification Title(s); Job Description(s); Duties; And Rationale For Proposed Classifications (Service contracts only)	b. Wage Rate(s)	c. Fringe Benefits Payments
(Use reverse or attach additional sheets, if necessary)		

14. Signature And Title Of Subcontractor Representative (If Any)	15. Signature And Title Of Prime Contractor Representative
--	--

16. Signature Of Employee Or Representative	Title	Check Appropriate Box - Referencing Block 13. ☐ Agree ☐ Disagree
---	-------	---

To Be Completed By Contracting Officer (Check As Appropriate - See FAR 22.1019 (Service Contract Labor Standards) Or FAR 22.406-3 (Construction Wage Rate Requirements))

- ☐ The Interested Parties Agree And The Contracting Officer Recommends Approval By The Wage And Hour Division. Available Information And Recommendations Are Attached.
- ☐ The Interested Parties Cannot Agree On The Proposed Classification And Wage Rate. A Determination Of The Question By The Wage And Hour Division Is Therefore Requested. Available Information And Recommendations Are Attached.

(Send 3 copies to the Department of Labor)

Signature Of Contracting Officer Or Representative	Title And Commercial Telephone Number	Date Submitted
--	---------------------------------------	----------------

Paperwork Reduction Act Statement

This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

ATTACHMENT 10

Performance and Payment Bonds

PERFORMANCE BOND (See instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract)	OMB Control Number: 9000-0045 Expiration Date: 8/31/2022
--	--	---

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION ☐ OTHER (Specify)			
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and business address(es))	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NUMBER	

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal-

(a) (1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and

(2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.	Corporate Seal	
	(Seal)	(Seal)	(Seal)		
NAME(S) & TITLE(S) (Typed)	1.	2.	3.		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.	(Seal)		
	(Seal)	(Seal)			
NAME(S) (Typed)	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	STATE OF INCORPORATION		LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

BOND PREMIUM 	RATE PER THOUSAND (\$)	TOTAL (\$)

INSTRUCTIONS

- This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.

PAYMENT BOND <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	OMB Control Number: 9000-0045 Expiration Date: 8/31/2022
---	---	---

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION ("X" one) ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION ☐ OTHER <i>(Specify)</i>
	STATE OF INCORPORATION

SURETY(IES) <i>(Name(s) and business address(es))</i>	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NUMBER	

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	

INDIVIDUAL SURETY(IES)		
SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) <i>(Typed)</i>	1.	2.

CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

ATTACHMENT 11

Release of Claims

SMITHSONIAN INSTITUTION

WASHINGTON, D.C. 20560

RELEASE OF CLAIMS

(For payment under a Fixed Price Construction Contract)

The undersigned Contractor under Contract No. _____ dated _____, 20____ between the Smithsonian Institution and said Contractor for the _____, in accordance with FAR Clause 52.232-5, paragraph h, sub-paragraph (3), which is applicable to said contract, hereby releases the Smithsonian Institution from any and all claims arising under or by virtue of said contract or any modification or change thereof except as follows:

(Itemize claims and any amounts due. If none, so state.)

Witness the signature and seal of the undersigned this _____ day of _____, 20____.

WITNESSES:

(Two witnesses are required)

(Name)

(Address)

(Name)

(Address)

(Seal)

By _____
(Name)

(Official Title)

(NOTE: A separate Release is required from assignee if Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15.)

OCon FORM ROC-1
Revised January 2001