SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140FC226R0002	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 06/10/2026	PAGE 1 OF 72 PAGES

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0044032942	6. PROJECT NO.

7. ISSUED BY CODE FC2

FWS Constr A/E 2
FWS, Construction A/E Team 2
5275 Leesburg Pike
Falls Church VA 22041

8. ADDRESS OFFER TO

christine_beauregard@ios.doi.gov

9. FOR INFORMATION CALL	a. NAME Christine Beauregard	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 4132538232

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 number, date)*

Summary of Work
DWG_SET_080525
Specs Final
Wages

11. The contractor shall begin performance within 1 calendar days and complete it within 152 calendar days after receiving ☐ award, ☒ notice to proceed. This 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
☒ YES ☐ NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1500 ***(hour)*** local time 06/30/2026 (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 60 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)*

CODE FACILITY CODE

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*

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. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
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 THE UNITED STATES CODE AT

☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY FC2

FWS Constr A/E 2
FWS, Construction A/E Team 2
5275 Leesburg Pike
Falls Church VA 22041

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* 1 *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, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 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)*

Rachel Williams

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Levee Repair MN U.S. Fish and Wildlife Service, Bloomington, MN has a requirement for Levee Repair Services, located at Minnesota Valley NWR. The anticipated performance period is sixteen months, unless unforeseen circumstances are found. The services required for this Levee Repair project will include embankment rehabilitation, riprap water control structure, remove three CMP water control structures, as well as the potential of alternate items for the replacement of reinforced concrete pipe(s) and end piece(s) and to gravel Dike Road at the Refuge. This Solicitation is 100% small business set aside and is conducted under the procedures of FAR Part 15, incorporating provisions and clauses in effect through Federal Acquisition Circular 2026-01. The NAICS code is 237990 Other Heavy and Civil Engineering Construction. SITE VISIT: Site visit is scheduled = June 16, 2026 at 9:30am CT Location: Minnesota Valley NWR 2501 E 86th St. Bloomington, MN 55425 Instructions All responsible business sources may submit a proposal, which shall be considered by the agency. Award will be made as a firm-fixed-price contract. Please submit your proposal (showing unit and total price) on attached Bid Schedule with SAM.gov UEI code, and point of contact phone number and e-mail address. Solicitation Questions Due: June 23, 2026 before 5:00pm CT Proposals Due: June 30, 2026 before 3:00pm CT E-Mail Questions and Proposal Submission: christine_beauregard@ios.doi.gov In order to have a quote considered for award, respondent must be registered at the System for Continued...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Award Management (SAM) website (https://www.sam.gov) as an active vendor by the time an award decision is necessary. If your construction costs are more than $35,000.00, you are required to furnish by email, within 10 days of award, a Payment Bond (Standard Form 25a) of 100 percent, with surety of sureties acceptable to the Government. If your construction costs are more than $150,000.00, you are required to furnish by email, within 10 days of award, Performance (Standard Form 25) and Payment Bonds (Standard Form 25a) of 100 percent, with surety of sureties acceptable to the Government. These forms are available at https://www.gsa.gov/reference/forms . You are also required to furnish proof of insurance, no matter what your construction cost are, by completing/returning the Certificate of Compliance with Insurance Requirements form within five (5) calendar days after receipt of award. Delivery: 12/31/2027 Delivery Location Code: 0011279780 FWS MN VLY NWR 3815 AMERICAN BOULEVARD EAST BLOOMINGTON MN 55425-1659 US				
00010	Levee Repair Period of Performance: 07/01/2026 to 12/31/2027				

Clause

A – Standard Form……...1
B - Supplies or Services/Prices 5
C - Description/Specifications. 5
D - Packaging and Marking..... 5
E - Inspection and Acceptance. 5
F - Deliveries or Performance.....5
G - Contract Administration Data.....5
H - Special Contract Requirements. 6
I - Contract Clauses. 8
J - List of Documents, Exhibits and Other Attachments..... 13
K - Representations, Certifications, and Other Statements of Bidders. 13
L - Instructions, Conditions, and Notices to Bidders. 17
M - Evaluation Factors for Award.....20

Part I – The Schedule

A – Standard Form

B – Supplies or services and prices/cost

C – Description/specifications/statement of work

D – Packaging and marking

E – Inspection and acceptance

52.246-12 Inspection of Construction (Aug 1996)

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

F – Deliveries or performance

52.236-15 Schedules for Construction Contracts (Apr 1984) (DEVIATION FEB 2026)

52.242-14 Suspension of Work (April 1984)

G – Contract administration data

Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (April 2013)

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

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

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: FWS Pay Application or Invoice.

Clause

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 -5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ipp&,rroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP or submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

H – Special contract requirements

H.1.0 WORK HOURS

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

H.2.0 ENVIRONMENTAL INTERRUPTION OF WORK

H.2.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions, fire danger, or because it is impracticable to work during the winter season. The Contractor will be given a resume work order which will document the date the work suspension ends. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

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

H.3.0 DRAWINGS

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

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

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

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

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

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

H.5.0 SUBSTITUTION – PROCESSION OF WORK

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

H.6.0 ENVIRONMENTAL IMPACT

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

H.7.0 HAZARDOUS MATERIALS

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

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

H.8.0 GREEN PROCUREMENT REQUIREMENTS

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

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

Contractor shall comply with all reporting requirements of the following clauses/provisions when applicable (See Clause section for latest deviations, updates, and/or versions):

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

H.9.0 UNAUTHORIZED PERSONNEL

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

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

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

H.11.0 FIRE DANGER SEASON

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

Part II – Contract Clauses

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)

52.203-16 Preventing Personal Conflicts of Interest (June 2020)

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Nov 2023)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or

Statements (Jan 2017)

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

Clause

(DEVIATION FEB 2026)

52.204-13 System for Award Management Maintenance (Oct 2018) (DEVIATION FEB 2026)

52.204-14 Service Contract Reporting Requirements (Oct 2016) (DEVIATION FEB 2026)

52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2025) (DEVIATION FEB 2026)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (DEVIATION FEB 2026)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(DEVIATION FEB 2026)

52.215-8 Order of Precedence-Uniform Contract Format (Oct 1997) (DEVIATION FEB 2026)

52.219-6 Notice of Total Small Business Set-Aside (Nov 2020) (DEVIATION FEB 2026)

52.219-9 Small Business Subcontracting Plan (Jan 2025) (DEVIATION FEB 2026)

52.219-14 Limitations on Subcontracting (Oct 2022) (DEVIATION FEB 2026)

52.219-28 Postaward Small Business Program Rerepresentation (Jan 2025) (DEVIATION FEB 2026)

52.222-3 Convict Labor (June 2003) (DEVIATION FEB 2026)

52.222-4 Contract Work Hours and Safety Standards -Overtime Compensation (May 2018) (DEVIATION FEB 2026)

52.222-6 Construction Wage Rate Requirements (Aug 2018) (DEVIATION FEB 2026)

52.222-7 Withholding of Funds (May 2014) (DEVIATION FEB 2026)

52.222-8 Payrolls and Basic Records (July 2021) (DEVIATION FEB 2026)

52.222-9 Apprentices and Trainees (July 2005) (DEVIATION FEB 2026)

52.222-10 Compliance with Copeland Act Requirements (Feb 1988) (DEVIATION FEB 2026)

52.222-11 Subcontracts (Labor Standards) (May 2014) (DEVIATION FEB 2026)

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

52.222-14 Disputes Concerning Labor Standards (Feb 1988) (DEVIATION FEB 2026)

52.222-15 Certification of Eligibility (May 2014)

Clause

52.222-20 Contracts for Materials, Supplies, Articles, and Equipment (June 2020) (DEVIATION FEB 2026)

52.222-35 Equal Opportunity for Veterans (June 2020) (DEVIATION FEB 2026)

52.222-36 Equal Opportunity for Workers with Disabilities (June 2020) (DEVIATION FEB 2026)

52.222-37 Employment Reports on Veterans (Jun 2020) (DEVIATION FEB 2026)

52.222-50 Combating Trafficking in Persons (Oct 2025) (DEVIATION FEB 2026)

52.222-54 Employment Eligibility Verification (Jan 2025) (DEVIATION FEB 2026)

52.222-55 Minimum Wages Under Executive Order 13658 (Jan 2022) (DEVIATION FEB 2026)

52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022) (DEVIATION FEB 2026)

52-222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026) (DEVIATION APR 2026)

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

52.225-9 Buy American-Construction Materials (Oct 2022) (DEVIATION FEB 2026)

52.226-7 Drug-Free Workplace (May 2024)

52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)

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)

52.228-14 Irrevocable Letter of Credit (Nov 2014)

52.228-15 Performance and Payment Bonds-Construction (Jun 2020)

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

52.232-5 Payments under Fixed-Price Construction Contracts (May 2014)

52.232-17 Interest (May 2014)

52.232-23 Assignment of Claims (May 2014)

52.232-27 Prompt Payment for Construction Contracts (Jan 2017)

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

52.232-39 Unenforceability of Unauthorized Obligations (June 2013)

Clause

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (March 2023)

52.233-1 Disputes (May 2014) (DEVIATION FEB 2026)

52.233-3 Protest after Award (Aug 1996) (DEVIATION FEB 2026)

52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004) (DEVIATION FEB 2026)

52.236-2 Differing Site Conditions (April 1984) (DEVIATION FEB 2026)

52.236-3 Site Investigation and Conditions Affecting the Work (April 1984) (DEVIATION FEB 2026)

52.236-5 Material and Workmanship (April 1984) (DEVIATION FEB 2026)

52.236-6 Superintendence by the Contractor (Apr 1984) (DEVIATION FEB 2026)

52.236-7 Permits and Responsibilities (Nov 1991) (DEVIATION FEB 2026)

52.236-8 Other Contracts (Apr 1984) (DEVIATION FEB 2026)

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984) (DEVIATION FEB 2026)

52.236-10 Operations and Storage Areas (Apr 1984) (DEVIATION FEB 2026)

52.236-11 Use and Possession Prior to Completion (Apr 1984) (DEVIATION FEB 2026)

52.236-12 Cleaning Up (April 1984) (DEVIATION FEB 2026)

52.236-13 Accident Prevention (Nov 1991) (DEVIATION FEB 2026)

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

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Feb 2026) (DEVIATION FEB 2026)

52.240-91 Security Prohibitions and Exclusions (DEVIATION FEB 2026)

52.242-5 Payments to Small Business Subcontractors (Jan 2017)

52.242-13 Bankruptcy (July 1995)

52.243-4 Changes (June 2007) (DEVIATION FEB 2026)

52.244-2 Subcontracts (June 2020)

52.244-6 Subcontracts for Commercial Items (Oct 2025) (DEVIATION FEB 2026)

52.248-3 Value Engineering-Construction (Oct 2025)

52.249-2 Termination for Convenience of the Government (Fixed-Price) (April 2012) Alternate I (Sept 1996)

52.249-10 Default (Fixed-Price Construction) (Apr 1984)

52.252-2 Clauses Incorporated by Reference (Feb 1998)

Clause

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

www.acquisition.gov

(End of clause)

52.253-1 Computer Generated Forms (Jan 1991) (DEVIATION FEB 2026)

1452.204-70 Release of Claims (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

1452.228-70 Liability Insurance (JUL 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

$100,000.00 each person*

$500,000.00 each occurrence*

$_____property damage*

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

*These amounts to be set by the Contracting Officer.

(End of clause)

Part III – List of Documents, Exhibits, and Other Attachments

J – List of attachments

Attachment one – Summary of Work

Attachment two – Drawings

Attachment three – Specifications

Attachment four – Past Performance Survey

Attachment five – Wages

Attachment six – Bid Schedule

Part IV – Representations and Instructions

K – Representations, certifications, and other statements of offerors or respondents

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

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (Nov 2015) (DEVIATION FEB 2026)

52.209-7 Information Regarding Responsibility Matters (Oct 2018) (DEVIATION FEB 2026)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal 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 ☐has ☐does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

Clause

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in–

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016) (DEVIATION FEB 2026)

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

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

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

(b) The Offeror represents that–

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been

assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

(End of provision)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (NOV 2021)

(DEVIATION FEB 2026)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) *Certification*. [*Offeror shall check either (1) or (2).*]

__ (1) The Offeror certifies that–

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

__ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) *Remedies*. The certification in paragraph (b)(1) 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 submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.219-1 TYPE OF CONTRACT (APR 1984) (DEVIATION FEB 2026)

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

(End of provision)

L – Instructions, conditions, and notices to offerors or respondents

Site Visit

Site visit is scheduled = May 21, 2026

Location: Minnesota Valley National Wildlife Refuge

2501 E 86th Street

Bloomington, MN, 55425

Upon Contract award, if your construction costs are more than $35,000.00, you are required to furnish in duplicate, within 10 days, a Payment Bond (Standard Form 25a) of 100 percent, with surety of sureties acceptable to the Government. If your construction costs are more than $150,000.00, you are required to furnish in duplicate, within 10 days, Performance (Standard Form 25) and Payment Bonds (Standard Form 25a) of 100 percent, with surety of sureties acceptable to the Government. These forms are available at https://www.gsa.gov/reference/forms . You are also required to furnish proof of insurance, no matter what your construction cost are, by completing/returning the "Certificate of Compliance with Insurance Requirements" form within five (5) calendar days after receipt of this letter.

Questions

All questions regarding this solicitation must be submitted in writing. All questions and subsequent answers will be posted via amendment to the System for Award Management website sam.gov. It is the responsibility of the contractor to continuously monitor the site for updates.

All questions are to be submitted electronically to Contract Specialist Christine Beauregard at christine_beauregard@ios.doi.gov. Questions are due by close of business May 28, 2026. Subsequent answers will be posted via Solicitation amendment. Proposals are due no later than June 4, 2026 3:00pm CT by email to christine_beauregard@ios.doi.gov.

Acquisition Strategy

This is a LPTA conducted in accordance with Federal Acquisition Regulation (FAR) 15, Contracting by Negotiation, as supplemented by the Department of the Interior Acquisition Regulation (DIAR), and the DOI Acquisition, Arts, and Asset Policy (DOI-AAAP). The chosen contractor will be responsible for the coordination and procurement of all necessary subcontractors; administration of the construction contract (how much work is performed with the Prime Contractor's own forces or under subcontract) and all subcontracts; coordination of regular construction meetings, Critical Path Method (CPM) scheduling and schedule control, maintaining construction records including daily logs and monthly reports; monitoring construction costs; progress reporting; conducting and coordinating inspection participation of Alternative Dispute Resolution consultant; coordination of contract compliance confirmation to designated contracting officer representative performing closeout procedures; and all other required services necessary to achieve full contract compliance.

Source Selection Board and Evaluation Team

Contracting Officer and Source Selection Authority – Rachel Williams
Contracting Specialist– Christine Beauregard
Contracting Officer Representative – Erin McFadden

DESCRIPTION OF EVALUATION PROCESS

By submission of its offer, the Offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements as outlined, in addition to those identified as evaluation factors. Failure to meet a requirement may result in an offer being determined unacceptable. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale.

Offers in response to this solicitation will consist of a written proposal to include all issues addressed in the evaluation factors. The written proposal must be received by the date specified in the Solicitation.

Please submit proposal reflecting the factors listed in Section M. Each Factor and/or subfactor will be submitted with a maximum of four pages. Font is to be submitted between 11 and 12 typesetting.

52.204-7 System for Award Management (Nov 2024) (DEVIATION FEB 2026)
52.214-7 Late Submissions, Modifications, and Withdrawals of Bids (Nov 1999)

(DEVIATION FEB 2026)

52.215-1 Instructions to Offerors-Competitive Acquisition (Nov 2021) (DEVIATION FEB 2026)

It is advised here that all potential bidders review FAR 52.215-1 in its entirety. In excerpt of FAR 52.215-1 listed here by reference, the following is highlighted;

Offer expiration date – All offers are valid for ninety (60) days from date of submission, unless otherwise agreed to by the Contracting Officer.

Proposals are intended to be evaluated, and award made, without discussions with the offerors (other than discussions conducted for the purpose of minor clarification) unless discussions are determined to be necessary.

52.216-1 Type of Contract (April 1984) (DEVIATION FEB 2026)

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

(End of provision)

52.225-10 Notice of Buy American Requirement-Construction Materials (May 2014)

52.228-1 Bid Guarantee (Sept 1996)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.,* bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 100% percent of the bid price or $, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

52.228-17 Individual Surety—Pledge of Assets (Feb 2021)

52.233-2 Service of Protest (SEP 2006) (DEVIATION FEB 2026)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/

(End of provision)

M – Evaluation factors for award

SOURCE SELECTION

1. This is a competitive source selection using LPTA FAR 15.101-1, in which award will be made on the basis of the proposal meeting the acceptability standards for the non-cost factors. Offerors must receive an acceptable rating for all aspects of the evaluation for their proposal to be considered awardable. Where applicable, the techniques and procedures described under FAR 15.404-1(b)(2). will be the primary means proposal evaluation. An offer's proposal shall represent the Offeror's best efforts to respond to the solicitation.

2. The Government will select the offeror based on an integrated assessment of the offerors proposal and proposed price information. The lowest priced proposal will be evaluated for acceptability. If the lowest priced proposal is technically acceptable, the government performs a price reasonableness determination to ensure the price is fair and reasonable. If both technical acceptability and price reasonableness are confirmed, award is made to that offeror without further evaluation of higher priced proposals. If any factor renders the lowest priced proposal unacceptable, that offer is eliminated from consideration. The evaluation then moves to the next lowest priced proposal, repeating the steps above. This evaluation continues in ascending order of price until an offer is found technically acceptable and reasonable in price.

a. Number of Contracts to be Awarded

The Government intends to award one (1) contract.

b. Discussions

The Government reserves the right to make contract award without holding discussions or requesting Final Proposal Revisions (FAR 52.215-1); however, the Government reserves the right to conduct discussions with any or all offerors and request Final Proposal Revisions if the Contracting Officer determines this to be necessary.

c. Solicitation Requirements, Terms and Conditions

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements where applicable, in addition to those identified as factors.

EVALUATION FACTORS

Evaluation Factors

The following evaluation factors will be used to evaluate each proposal. The Government will evaluate proposals for acceptability, but will not rank the proposals by the non- price factors.

Factor 1: Technical Approach and Preliminary Schedule

Factor 2: Past Performance

Factor 3: Price

Factor 1: Technical Approach and Preliminary Schedule

The Government's evaluation team shall evaluate the proposals on an acceptable or

unacceptable basis. Only those proposals determined to be acceptable will be considered for award. However, the offeror is reminded that the Government reserves the right to award this opportunity based on the initial proposal, as received, without discussion.

TABLE 1 - RATINGS	
Rating	**Description**
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

Standard for Acceptability: This factor is met when the offeror provides a technical approach and schedule that clearly demonstrates the offeror's ability to execute all critical aspects of construction within the performance period of the contract. For this factor to be rated Acceptable, the Offeror's technical approach and schedule will be evaluated based on the offeror's understanding and compliance with the management of construction, demolition, and accepted components of the work per requirements.

Factor 2: Past Performance:

Provide a list of at least three but no more than five references for similar work completed or in process by your firm within the last 5 years. References shall include; point of contact, email address, telephone number, project title, if firm was prime or sub-contractor, and contract value. It is preferred that the Past Performance Survey document attached in the Solicitation be used.

TABLE 2 – PAST PERFORMANCE RATINGS	
Rating	**Description**
Acceptable	Provided at least three references for similar work completed or in process within the last 5 years.
Unacceptable	Did not provide at least three references for similar work completed or in process within the last 5 years.

In the case of an offeror without a record of relevant past performance for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (See FAR 15.305(a)(2) (iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable". The evaluation of past performance will result in an overall assessment of acceptable or unacceptable.

Factor 3: Price Factor

Offerors whose price is determined to be unreasonable may not be considered for award.

(1) Reasonableness: The existence of adequate price competition is expected to support a determination of reasonableness. Price analysis techniques may be used to further validate price reasonableness. If adequate price competition is not obtained, or if price reasonableness cannot be determined using price analysis of Government obtained information, additional information in accordance with FAR15.4 may be required to support the proposed price.

(2) Balance: Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of proposal analysis techniques. The Government shall analyze offers to determine whether there are unbalanced separately priced line items or sub-line items. Prices submitted will be compared and evaluated to assure that a logical progression exists as related to price and quantity changes within each offeror's response to the pricing structure in bid schedule. Offers that are determined to be unbalanced may be rejected if the lack of balance poses an unacceptable risk to the Government.

(3) Complete attached cost schedule in its entirety and submit a grand total of all of the items which would constitute your firm fixed price proposal to complete the specified work in its entirety.

(4) The offeror's price proposal will be evaluated to ensure it is fair and reasonable, pursuant to FAR 15.404. For additional information see FAR 31.201-3.