Refinish Township Hall Flooring
Nicodemus National Historic Site

COMBINED SYNOPSIS/SOLICITATION-REQUEST FOR QUOTATION (RFQ)

This is a combined synopsis/solicitation for commercial construction services prepared in accordance with FAR Part 12. This announcement constitutes the only solicitation. Offers are being requested and a separate written solicitation will not be issued.

This solicitation is issued as a Request for Quotation (RFQ) in accordance with FAR Part 12 Acquisition of Commercial Products and Commercial Services. All references to "proposal" in this solicitation shall be understood to mean "quotation." Quotations shall be evaluated in an impartial manner and consideration given to those with the highest perceived value to the government.

The contract awarded as a result of this solicitation will be a firm fixed price construction contract.

Solicitation number 140P6326Q0020

Contracting Officer: Joanie Brzezinski- Email: joan_brzezinski@ios.doi.gov
All communication regarding this solicitation, including questions, shall be emailed to contracting officer.

Solicitation Title: Nicodemus National Historic Site-Refinish Township Hall Flooring

Project Location: Nicodemus National Historic Site; 304 Washington Avenue, Nicodemus, KS 67625

The associated **PSC Code** is **Z2QA Repair or Alteration of Restoration of Real Property**. The associated **NAICS code** is **238330, Flooring Contractors**. The small business size standard **is $19 million**.

Bonds: Payment bond protection in the amount of 100% of final contract award amount. Contractor must furnish any required performance and/or payment bonds 10 calendar days after award.

Offer guarantee: Not Required

Period of Performance: 90 calendar days. Project is anticipated to begin early August 2026 contingent on issuance of Notice to Proceed. No work can be accomplished between July 27, 2026, and August 7, 2026 due to annual Homecoming Emancipation Celebration.

Site Visit: Date: In accordance with the streamlined FAR Part 36 framework, the Government does not intend to conduct a site visit for this requirement.

Questions: All questions pertaining to this solicitation shall be submitted IN WRITING via email to Contracting Officer. Question due **June 17, 2026, 12:00 P.M. Mountain Daylight Time (MDT).**

Request for Quotes Due Date & Time: July 8, 2026, 12:00 P.M. Mountain Daylight Time (MDT).

Set Aside: This acquisition is set aside for 100% Total Small Business Set-Aside. All responsible sources may submit a quotation, which will be considered by the agency.

Offers providing less than 45 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

"Notice to Offeror(s)/Supplier(s): Funds are not presently available for this effort, however there is a high expectation that funds will become available to make an award resulting from this solicitation. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs."

Refinish Township Hall Flooring
Nicodemus National Historic Site

REQUIREMENT DESCRIPTION:

Independently, and not as an agent of the Government, the contractor/vendor shall furnish all labor, materials, and equipment necessary to provide construction services at Lincoln Home National Historic Site to Replace Automatic Glass Doors at Visitor Center.

Please see attached Statement of Work and other supporting documentation for details outlining additional pertinent information about this requirement.

CLIN	Description	Quantity	Unit
10	Refinishing Wood Floor In Township Hall	1	LS

To be considered for award your company must obtain a Unique Entity Identifier (UEI). Your company must also be registered in the System for Award Management (SAM) and **be considered a small business for the size standard associated with the NAICS code** on page one (1) of this solicitation, and this registration must be "active" in SAM at the time of quote/proposal close date/time - as well as, at the time of award and throughout the entire award/contract performance.

If the applicable NAICS code is not currently listed, the Offeror is responsible for updating its SAM registration prior to submitting a quote. The Offeror must qualify as a small business under the associated size standard.

Website: https://www.sam.gov

If you have any registration questions or if you need assistance with registration or updating SAM, please contact the National APEX Accelerator nearest you.

Website: Home - National Apex Accelerator Alliance // APEX Accelerators

CONSTRUCTION CONTRACT ADMINISTRATION

Federal Acquisition Regulation (FAR) 36.211(b) and RFO FAR 36.101-4 requires agencies provide description of policies and procedures that apply to definitization of equitable adjustments for change orders under construction contracts and data on the time required to definitize equitable adjustments for change orders under construction contracts. This information can be found at: *FAR Overhaul - Part 36 | Acquisition.GOV*

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

ELECTRONIC SUBMISSIONS OF QUOTES

a. *Definition*. "Electronic quote," as used in this solicitation, means a quote, modification of a quote, or withdrawal of a quote that is transmitted to and received by the Government via electronic means that communicates and reproduces both printed and handwritten material. The most common and preferred method is direct email.

b. The government prefers the use of electronic quotes in response to this solicitation. Quotes may be submitted electronically via email to joan_brzezinski@ios.doi.gov

c. Electronic quotes that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation may be excluded from consideration.

d. Electronic quotes must contain the required signatures.

(e) The Government reserves the right to make award solely on the electronic quote. However, if requested to do so by the Contracting Officer, the apparently successful quoter agrees to promptly submit the complete original signed quote.

(f) If the quoter chooses to transmit an electronic quote, the Government will not be responsible for any failure attributable to the transmission or receipt of the electronic quote including, but not limited to, the following:
(1) Receipt of garbled or incomplete quote.

(2) Availability or condition of the receiving IT equipment.

(3) Incompatibility between the sending and receiving equipment.

(4) Delay in transmission or receipt of quote.

(5) Failure of the quoter to properly identify the quote.

(6) Illegibility of quote.

(7) Security of quote data.

REQUIRED SUBMISSIONS (DOCUMENTS ATTACHED TO SOLICITATION PACKAGE):

Offerors shall submit their quote electronically via email to: joan_brzezinski@ios.doi.gov

Subject Line: Quote – Solicitation **140P6326Q0020**–**NICO Refinish Township Hall Flooring**

Quotes must be received no later than: **July 8, 2026, 12:00 P.M. Mountain Daylight Time (MDT)**

Content of Quote

Quotes shall include the following:

1. Completed Pricing Schedule – Lump sum (total) proposal price for CLIN 10 on attached Pricing Schedule. Round totals to whole dollars. Unique Entity Identifier (UEI) number. Contractors must acknowledge amendments (if issued).

2. Experience Questionnaire (completed) The information collected on this form will be utilized to help determine technical capability and past performance. **Quoters should provide sufficient information that demonstrates their capability to perform the work of the type and scope described in the solicitation documents.**

BASIS FOR AWARD

Award will be made in accordance with Simplified Acquisition evaluation procedures as set forth by FAR Part 12 to the offeror that provides the best value and most advantageous to the government based on price, technical, and prior experience. This solicitation is not stating nor required to state the relative importance assigned to each evaluation factor and/or sub factor. The government reserves the right to consider any offer submitted in response to the solicitation, regardless of date/time prior to making a final award decision.

(1) Technical Capability –

(i) Offeror should submit any relevant evidence sufficient of technical capability which validates the offeror possesses, or has the ability to obtain, the technical knowledge, capability, business and managerial acumen, and experience to successfully perform a contract of the size and scope as described in this solicitation. Offeror must identify and submit project references where similar/relevant work performed by

offeror within the past three (3) years. Include the projects' points of contact and phone number(s), describe work performed, and the projects contract price.

(ii) Further evidence may include, but is not limited to, additional references, identification of previous government contracts performed, licenses and or certifications, company capability statement/bio, photographs of relevant completed projects, and awards, certificates of achievement, and letters of recognition pertinent to the disciplines/trades required of the work described in this solicitation.

(2) Price –

As submitted by the offeror on the Price Schedule. A detailed price breakdown of offeror's price may be requested by the Contracting Officer during evaluation.

Price Reasonableness. A contract may not be awarded if the offeror's price results in a cost to the government which is determined by the government not to be fair and reasonable. In determining the reasonableness and fairness of the offeror's price, the contracting officer shall use competition and comparison of offers submitted or review prices found reasonable on previous purchases, the contracting officer's personal knowledge of the products being purchased, and services being performed, comparison to an independent Government estimate, or any other reasonable basis. If multiple contract line items are included in the price schedule, prices will also be evaluated to determine whether any line items are unbalanced. Offerors are cautioned to distribute costs appropriately. The contracting officer will determine whether the final negotiated price is fair and reasonable and constitutes a fair market price.

The Government intends to evaluate quotations and award a contract without discussions with offerors. Therefore, the offeror's initial quotation 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. The Contracting Officer will also review the contractor's past performance prior to making a final award decision.

The Government reserves the right to select a quote that provides benefit to the Government that exceeds the minimum but is not required to do so.

A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified constitutes an offer by the government. The contractor and Contracting Officer will both sign the final award to bind both parties. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether there are discussions or negotiations after its receipt, unless a written notice of withdrawal is received before award.

PROVISION INCORPORATED BY REFERENCE

52.203-18 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements - Representation (Jan 2017)
52.204-7 System for Award Management DEVIATION (Mar 2026)
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representation DEVIATION (May 2026)
52.214-34 Submission of Offers in the English Language (Apr 1991)
52.214-35 Submission of Offers in U.S. Currency (Apr 1991)
52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (May 2014)
52.225-10 Notice of Buy American Requirement--Construction Materials (May 2014)
52.240-90 Security Prohibitions and Exclusions Representations and Certifications DEVIATION (Mar 2026)

PROVISION INCORPORATED BY FULL TEXT

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)

52.233-2 Service of Protest Department of the Interior (Sep 2006) (DEVIATION) (Jul 1996)

(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 (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Joanie Brzezinski: joan_brzezinski@ios.doi.gov** or at the address in Block 8 of Form 1442.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240.

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

(End of provision)

52.252-5 Authorized Deviations in Provisions (Nov 2020)

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of The Interior Acquisition Regulation (48 CFR 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Definitions (Jun 2020)
52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards DEVIATION (Mar 2026)
52.204-13 System for Award Management Maintenance DEVIATION (Mar 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, Proposed for Debarment, or Voluntarily Excluded DEVIATION (May 2026)
52.209-10 Prohibition on Contracting with Inverted Domestic Corporations DEVIATION (May 2026)
52.219-6 Notice of Total Small Business Set-Aside DEVIATION (Jan 2026)
52.219-28 Post-Award Small Business Program Rerepresentation DEVIATION (Jan 2026)
52.222-3 Convict Labor (June 2003)
52.222-6 Construction Wage Rate Requirements DEVIATION (May 2026)
52.222-7 Withholding of Funds (May 2014)
52.222-8 Payrolls and Basic Records (Jul 2021)
52.222-9 Apprentices and Trainees (Jul 2005)
52.222-10 Compliance with Copeland Act Requirements (Feb 1988)
52.222-11 Subcontracts (Labor Standards) DEVIATION (May 2026)
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)
52.222-36 Equal Opportunity for Workers With Disabilities DEVIATION (May 2026)
52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.222-50 Combating Trafficking in Persons DEVIATION (May 2026)
52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
52.222-90 Addressing DEI Discrimination by Federal Contractors DEVIATION (May 2026)
52.223-2 Reporting of Biobased Products Under Service and Construction Contracts DEVIATION (May 2026)
52.223-2 Hazardous Material Identification and Material Safety Data DEVIATION (May 2026)
52.223-5 Pollution Prevention and Right-to-Know Information (May 2024)
52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons DEVIATION (May 2026)
52.223-23 Sustainable Products and Services DEVIATION (May 2026)
52.226-7 Drug-Free Workplace (May 2024)
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.227-4 Patent Indemnity- Construction Contracts (Dec 2007)
52.228-2 Additional Bond Security (Oct 1997)
52.228-12 Prospective Subcontractor Request for Bonds (May 2014)
52.228-14 Irrevocable Letter of Credit (Nov 2014)
52.232-5 Payments under Fixed-Price Construction Contracts (May 2014)
52.232-23 Assignment of Claims (May 2014)
52.232-27 Prompt Payment for Construction Contracts (Jan 2017)
52.232-33 Payment by Electronic Funds Transfer - System for Award Management (Oct 2018)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-1 Disputes (May 2014)
52.233-3 Protest after Award (Aug 1996)
52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)
52.236-2 Differing Site Conditions DEVIATION (Jan 2026)
52.236-3 Site Investigation and Conditions Affecting the Work DEVIATION (Jan 2026)
52.236-5 Material and Workmanship DEVIATION (Jan 2026)
52.236-6 Superintendence by the Contractor DEVIATION (Jan 2026)
52.236-7 Permits and Responsibilities DEVIATION (Jan 2026)
52.236-8 Other Contracts DEVIATION (Jan 2026)
52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements DEVIATION (Jan 2026)
52.236-10 Operations and Storage Areas DEVIATION (Jan 2026)
52.236-11 Use and Possession Prior to Completion DEVIATION (Jan 2026)
52.236-12 Cleaning Up DEVIATION (Jan 2026)
52.236-13 Accident Prevention DEVIATION (Jan 2026) Alternate 1 (Nov 1991)

52.236-14 Availability and Use of Utility Services DEVIATION (Jan 2026)
52.236-17 Layout of Work DEVIATION (Jan 2026)
52.236-21 Specifications and Drawings for Construction DEVIATION (Jan 2026)
52.240-91 Security Prohibitions and Exclusions DEVIATION (Mar 2026)
52.240-93 Basic Safeguarding of Covered Contractor Information Systems DEVIATION (Mar 2026)
52.242-14 Suspension of Work (April 1984)
52.243-5 Changes and Changed Conditions DEVIATION (Oct 2025)
52.244-6 Subcontracts for Commercial Products and Commercial Services DEVIATION (May 2026)
52.246-12 Inspection of Construction (Aug 1996)
52.246-21 Warranty of Construction (Mar 1994)
52.249-2 Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - (ALT I) (Sept 1996)
52.249-10 Default (Fixed-Price Construction) (Apr 1984)
52.253-1 Computer Generated Forms DEVIATION (May 2026)

CLAUSE INCORPORATED BY FULL TEXT

1452.203-70 Restrictions on Endorsements (Jul 1996)

Restriction on Endorsements—Department of the Interior

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

(End of clause)

1452.204-70 Release of Claims (Jul 1996)

Release of Claims—Department of the Interior

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—Department of the Interior (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:

$50,000.00 each person

$100,000.00 each occurrence

$100,000.00 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.

(End of clause)

1452.236-70 Prohibition Against Use of Lead-based Paint-Department of Interior (Jul 1996)

Paint containing more than .06 percent by weight of lead in paint, or the equivalent measure of lead in the dried film of paint already applied, shall not be used in the construction or rehabilitation of residential structures under this contract or any resulting subcontracts.

(End of clause)

52.222-55 Minimum Wages Under Executive Order 14026 (Jan 2022) DEVIATION (Oct 2023)

a) Definitions. As used in this clause—

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*).

Worker –

(1) (i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and–

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) A worker performs *on* a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs *in connection* with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) Executive Order Minimum wage rate. (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on https://www.sam.gov (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition–

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to–

(2) This clause does not apply to–
(i) Contracts or subcontracts to which the States of Texas, Louisiana, or Mississippi, including their agencies, are a party;

(ii) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(iii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a)and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a) ;

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b) ; and

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.225-9 Buy American–Construction Materials (Oct 2022)

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

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" 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.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a 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.

Domestic construction material means—

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(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.

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.

(b) Domestic preference.

(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 materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The

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

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows: **NONE**

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) 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 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;

(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 is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that 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)(3)(i)(A)*(1)* of this clause.

(3)The procedures in paragraph (b)(3)(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 foreign offer of 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)(3)(i)(B)*(1)* of this clause.

(3)The procedures in paragraph (b)(3)(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)(3) 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)(3)(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)*

Item1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item2:	_____	_____	_____
Foreign construction material	_____	_____	_____
Domestic construction material			

(End of clause)

52.228-11 Individual Surety - Pledges of Assets (Feb 2021) (DEVIATION May 2023)

(a)The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond—
(1)A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2) Standard Form 28, Affidavit of Individual Surety, **except that the words "being duly sworn, depose and say" on the Standard Form 28 are replaced with the word "affirm" and the Standard Form 28 is not required to be sworn and notarized in block 12.**

(b)The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—

(1) *Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 (40 U.S.C. 3131)*. Until completion of any warranty period, or for 1 year following final payment, whichever is later.

(2) *Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1))*. For the full contract performance period plus 1 year.

(3) *Other contracts not subject to the requirements of paragraph (b)(1) of this clause*. Until completion of any warranty period, or for 90 days following final payment, whichever is later.

(c)A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 which require performance and payment bonds (40 U.S.C. 3131). For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year

period following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.

(d)The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

(End of clause)

52.228-13 Alternative Payment Protections (Jul 2000)

a) The Contractor shall submit one of the following payment protections:

Payment Bond
Irrevocable Letter of Credit (ILC)

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required **within 10 days of contract award**.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

http://www.acquisition.gov

52.252-6 – Authorized Deviations in Clauses (Nov 2020)

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of The Interior Acquisition Regulation (48 CFR 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (Feb 2021)

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

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

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

1. Copy of vendor invoice document in PDF format, completed on the pay application document provided by contracting, which shows pricing breakdown for all line items. Once all signatures (Contractor's / COR / CO) and approvals are completed on the pay application, the vendor can then upload this document into IPP as their invoice attachment.

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

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

(End of Clause)