General Information

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Product or Service Code:	Z2QA
Set Aside:	100% Small Business
NAICS Code:	237990

Contracting Office Address

U.S. Department of Transportation (USDOT)
Maritime Administration (MARAD) Division Atlantic Operations
7737 Hampton Blvd Bldg. 19 Ste 300
Norfolk, VA 23505-1204

Description

This is a solicitation for a firm-fixed-price (FFP) construction contract. This announcement constitutes the only solicitation; quotes are being requested.

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular FAC 2026-01 effective 3/31/2026 and Revolutionary FAR Overhaul (RFO) Deviations as shown https://www.acquisition.gov/far-overhaul/far-part-deviation-guide. It is the responsibility of the contractor to be familiar with the applicable clauses and provisions. The FAR clauses may be accessed in full text at these addresses ttp://www.acquisition.gov/far/. The full text of the Transportation Acquisition Regulations (TAR) (1252) can be found at: http://www.dot.gov/administrations/assistant-secretary-administration/transportation-acquisitionregulation-tar.

The associated North American Industrial Classification System (NAICS) code for this procurement is 237990 with a small business size standard of $45,000,000.00.
USDOT), MARAD is seeking to issue a firm fixed price contract for Trestle Pier Reconstruction at the James River Reserve Fleet (JRRF) in accordance with the solicitation Statement of Work (SOW). Vendors shall provide quotes with printed name and signature of an individual authorized to provide quotes on company estimate/quote forms showing itemized pricing and a total price including the fully burdened labor rate. The resulting contract is subject to the Davis-Bacon Act and required to pay at least the applicable minimum wage rate required by General Decision Number VA20260201 05/18/2026.

All interested companies shall provide a quotation for the following:

CLIN	Description	Qty	Unit	Unit Price	Total
00001	Trestle Pier Repairs IAW the requirements of the SOW.	1	Job		

Basis For Award – Award will be made to the responsible quoter on a lowest price, technically acceptable basis. The Government intends to evaluate quotes and award a purchase order without discussions. The Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

To establish lowest price and technical acceptability vendors must submit the following in the quotes:

- Pricing – Completed Pricing Schedule.
- Technical Approach & Base Access Capability – A brief narrative (2 pages max) demonstrating capability to complete Phases I–III and ability to secure JBLE base access.
- Past Performance – Up to 3 past performance references for similar marine/carpentry projects.

Site Visit

A site visit is scheduled for 10 August 2026 at 10:00AM EDT. To gain access to the Fort Eustis facility at Joint Base Langley Eustis (JBLE) please coordinate with Juan Esquival, JRRF Fleet Superintendent at juan.esquival@dot.gov. Failure of a prospective quoter to submit any questions or to attend the site visit will be construed to mean that the quoter fully understands all requirements of the solicitation. Prospective quoters are advised that the site visit will be held solely to allow quoters an opportunity to gain the best possible understanding of the working environment and specific work items to be addressed under contract to allow for an accurate and complete price quote.

Any questions or concerns regarding this solicitation should be forwarded in writing via e-mail to the Contract Specialist, W. Alan Wile at william.wile@dot.gov no later than 17 August 2026 at 2:00PM EDT. Any questions received after this date are not guaranteed to be addressed. Responses to questions received prior to the deadline will be posted via an amendment to this solicitation.

Submission of quotes shall be received no later than 24 August 2026 at 2:00PM EDT via email. All quotations shall be delivered via email to W. Alan Wile at william.wile@dot.gov.

1. SOW Intent

Contractor to demolish and dispose degraded decking and uneven walkway framing of the existing trestle pier, preserve existing structural pilings, and reconstruct the pier using new framing and decking materials of a similar size profile to include handrails on steps at the James River Reserve Fleet (JRRF) shore facilities onboard Fort Eustis base compound.

2. Location, Hours of Operation and Point of Contacts

a. Location:

James River Reserve Fleet
2612 Harrison Rd
Fort Eustis, VA 23604

b. Authorized Workdays and Hours of Operations:

JRRF hours of operation are from 7:00am to 5:30pm, Monday through Thursday.

c. Points of Contacts: Technical & Onsite POC: Juan Esquival, juan.esquival@dot.gov

3. Requirements:

a) Work under this contract shall be initiated within 10 days of contract award and completed within 45

working days of the contract award.

b) Materials and equipment by the SOW shall be new and free of defects.
c) The contractor shall clean and restore all areas disturbed by work outlined in the specifications as original. The space shall be kept in a safe and clean condition.
d) The contractor shall provide all labor, equipment, materials, parts, and tools to accomplish the work outlined in this SOW.

4 Government Furnished Property:

There will be no Government Furnished Property or Equipment provided under this contract. The contractor shall be required to provide all equipment required to complete this requirement.

5. Inspection and Acceptance:

The Contracting Officer or the delegated COR will inspect from time to time the work being performed and the supplies
furnished to determine whether construction is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer resulting from such inspection.

Final Inspection and Acceptance:

If the Contracting Officer or the delegated COR is satisfied that the work under the contract is complete and all required submittals are received, the contract will be considered physically complete. The contractor may submit the final invoice for payment upon physical completion.

6 Safety and Security Requirements:

The contractor is responsible for planning for the safety of and providing Personal Protective Equipment (PPE) to their employees and subcontractors on the job site at all times. See clause 52.236-13 in full text below.

Contractor must comply with FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011) as indicated in the clauses below. Employees must be eligible to gain access to the Fort Eustis facility after being vetted by the Joint Base Langley Eustis (JBLE) Security Forces Visitor Center. This will be coordinated with Juan Esquival, JRRF Fleet Superintendent, at least two days prior to commencement of work. THIS IS A REQUIREMENT AND INVOLVES SUBMITTING PERSONAL IDENTIFICATION INFORMATION TO INCLUDE NAME, DOB, AND DRIVER LICENSE NUMBER/STATE.

7 Deliverables:

A fully repaired trestle pier that meets the specifications of the SOW.

Site Demolition & Clearance	Total clearance and off-site disposal of old decking/framing with zero damage to structural pilings.
Structural Alignment	Walkway rebuilt level, secure, even, and structurally sound using marine-grade materials.
Tidal & Safety Compliance	Verification of targeted freeboard elevation to prevent over wash, with fully integrated handrails if the ≥1 foot threshold is breached

8 Warranty:

Standard Commercial Warranty on all parts, material and labor shall be provided under this contract. The warranty shall cover labor costs associated any repairs required during the warranty time frame.

SOLICITATION PROVISIONS AND CONTRACT CLAUSES

PROVISIONS BY REFERENCE

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2024)
52.203-18 Prohibition on contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements Representation (Jan 2017)
52.204-7 System for Award Management (NOV 2024) (DEVIATION Nov 2025)
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representation (Nov 2015) (DEVIATION Sep 2025)
52.212-1 Instruction to Offerors – Commercial Products and Commercial Services (Sep 2023) (DEVIATION Nov 2025)
52.219-1 Small Business Program Representations (Feb 2024) (DEVIATION Nov 2025)
52.225-10 Notice of Buy American Requirements – Construction Materials (May 2014)
52.240-90 Security, Prohibitions and Exclusions Representations and Certifications (Sep 2025)

PROVISIONS 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)

52.252-1 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)

52.252-5 Authorized Deviations in Provisions (NOV 2020)

(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 *TAR* provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

CLAUSES BY REFERENCE:

1. FAR 52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
2. FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
3. FAR 52.204-9 Personal Identify Verification of Contractor Personnel (Jan 2011) (ACCESS TO GOV SITE/FACILITY)
4. FAR 52.204-13 System for Award Management Maintenance (Oct 2018) (DEVIATION Nov 2025)
5. FAR 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)
6. FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) (DEVIATION Nov 2025)
7. FAR 52.212-4 Terms and Conditions – Commercial Products and Commercial Services (Nov 2023) (DEVIATION Nov 2025)
8. FAR 52.219-6 Notice of Total Small Business Set Aside (Nov 2020) (DEVIATION Nov 2025)
9. FAR 52.219-28 Post-Award Small Business Program Representation (Sep 2021) (DEVIATION Nov 2025)
10. FAR 52.222-3 Convict Labor (Jun 2003)
11. FAR 52.222-6 Construction Wage Rate Requirements (Aug 2018) (DEVIATION OCT 2025)
12. FAR 52.222-7 Withholding of Funds (May 2014)
13. FAR 52.222-8 Payroll and Basic Records (Jul 2021)
14. FAR 52.222-9 Apprentices and Trainees (Jul 2005)
15. FAR 52.222-10 Compliance with Copeland Act Requirements (Feb 1988)
16. FAR 52.222-11 Subcontracts (Labor Standards) (May 2014) (DEVIATION OCT 2025)
17. FAR 52.222-12 Contract Termination – Debarment (May 2014)
18. FAR 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)
19. FAR 52.222-14 Disputes Concerning Labor Standards (Feb 1988)
20. FAR 52.222-15 Certification of Eligibility (May 2014)
21. FAR 52.222-19 Child Labor-Cooperation with Authorities and Remedies (Jan 2025) (DEVIATION Oct 2025)
22. FAR 52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020) (DEVIATION Nov 2025)
23. FAR 52.222-50 Combating Trafficking in Persons (Nov 2021)
24. FAR 52.222-55 Minimum Wages for contractor Workers Under Executive Order 14026 (Jan 2022)
25. FAR 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
26. FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (DEVIATION Apr 2026)
27. FAR 52.223-5 Pollution Prevention and Right-to-Know Information (May 2011) (If on Federal Facility)
28. 52.225-1 – Buy American-Supplies (Supplies) (OCT 2022)
29. FAR 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2014)
30. FAR 52.227-1 Authorization and Consent (Jun 2020)
31. FAR 52.227-4 Patent Indemnity- Construction Contracts (Dec 2007)
32. FAR 52.228-5 Insurance – Work on a Government Installation (Jan 1997)
33. FAR 52.232-23 Assignment of Claims (Apr 2012)

34. FAR 52.232-27 Prompt Payments for Construction Contracts (Jan 2017)
35. FAR 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (Oct 2018)
36. FAR 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
37. FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Nov 2021)
38. FAR 52.233-1 Disputes (May 2014) (DEVIATION Sep 2025)
39. FAR 52.233-3 Protest After Award (Aug 1996) (DEVIATION Sep 2025)
40. FAR 52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004) (DEVIATION Sep 2025)
41. FAR 52.236-2 Differing Site Conditions (DEVIATION Aug 2025)
42. FAR 52.236-3 Site Investigation and Conditions Affecting the Work (DEVIATION Aug 2025)
43. FAR 52.236-5 Material and Workmanship (Apr 1984) (DEVIATION Aug 2025)
44. FAR 52.236-6 Superintendence by the Contractor (Apr 1984) (DEVIATION Aug 2025)
45. FAR 52.236-7 Permits and Responsibilities (Nov 1991) (DEVIATION Aug 2025)
46. FAR 52.236-8 Other Contracts (Apr 1984) (DEVIATION Aug 2025)
47. FAR 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements (Apr 1984) (DEVIATION Aug 2025)
48. FAR 52.236-10 Operations and Storage Areas (Apr 1984) (DEVIATION Aug 2025)
49. FAR 52.236-12 Cleaning Up (Apr 1984) (DEVIATION Aug 2025
50. FAR 52.236-14 Availability and Use of Utility Services (Apr 1984) (DEVIATION Aug 2025)
51. FAR 52.242-14 Suspension of Work (Apr 1984)
52. FAR 52.243-5 Changes and Changed Conditions (Apr 1984) (DEVIATION Jul 2025)
53. FAR 52.246-12 Inspection of Construction (Aug 1996)
54. FAR 52.246-21 Warranty of Construction (MAR 1994)
55. FAR 52.249-1 Termination for Convenience of the Government (Fixed Price)(Short Form) (APR 1984)
56. FAR 52.240-91 Security Prohibitions and Exclusions (DEVIATION Sep 2025)
57. TAR 1252.207-70 Contracting Officer's Representative (NOV 2022)
58. TAR 1252.223-73 Seat Belt Use Policies and Programs (APR 2005)
59. TAR 1252.239-93 Information and Communication Technology Accessibility (NOV 2022)
60. TAR 1252.223-71 Accident and Fire Reporting (APR 2005)

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.,* 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

1. FAR 52.211-10 Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within *10* calendar days after the date the Contractor receives the notice to proceed*, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than *45 calendar days from contract award.* The time stated for completion shall include final cleanup of the premises.

*Note: The contract award will serve as notice to proceed for this contract.

3. FAR 52.225-9 Buy American-Construction Materials (Nov 2021)

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.

Domestic construction material means—

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. 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.

(1) Domestic preference.

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

(3) 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

(4) 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. 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;

(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.

(b)
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.

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

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:	_____	_____	_____
Foreign construction material	_____	_____	_____
Domestic construction material			

(End of clause)

2. FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): https://ww.acquisition.gov

(End of clause)

FAR 52.236-13 Accident Prevention (Nov 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will-

(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) Avoid interruptions of Government operations and delays in project completion dates; and

(3) Control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910 ; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

FAR 52.252-6 Authorized Deviations in FAR Clauses (NOV 2020)

(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 TAR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

TAR 1252.232-70 Electronic Submission of Payment Requests (Nov 2022) (DEVIATION AUG 2025)

(a) Definitions. As used in this clause—

(1) Contract financing payment has the meaning given in FAR 32.001.

(2) Payment request means a bill, voucher, invoice, or request for contract financing payment or invoice payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices,” this clause, and the applicable Payment clause included in this contract.

(3) Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) Invoice payment has the meaning given in FAR 32.001.

(b) Electronic payment requests. Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Governmentwide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) Processing system. The Department of Transportation utilizes the DELPHI system for processing invoices. The DELPHI module for submitting invoices is called iSupplier. Access to DELPHI is granted with electronic authentication of credentials (name & valid email address) utilizing the GSA credentialing platform login.gov. Vendors submitting invoices are required to submit invoices via iSupplier (DELPHI) and authenticated via www.login.gov.

(d) Invoice requirements. To receive payment and in accordance with the Prompt Payment Act, all invoices submitted as attachments in iSupplier (DELPHI) shall contain the following:

(1) Invoice number and invoice date.

(2) Period of performance covered by invoice.

(3) Contract number and title.

(4) Task/Delivery Order number and title (if applicable).

(5) Amount billed (by CLIN), current and cumulative.

(6) Total ($) of billing.

(7) Cumulative total billed for all contract work to date.

(8) Name, title, phone number, and mailing address of person to be contacted in the event of a defective invoice.

(9) Travel. If the contract includes allowances for travel, all invoices which include charges pertaining to travel expenses will catalog a breakdown of reimbursable expenses with the appropriate receipts to substantiate the travel expenses.

(10) The following statement:

"The Contractor certifies that, by submitting this invoice to the Government, the supplies and/or services billed have been shipped, rendered, or delivered in accordance with instructions issued by the ordering officer; that they are reflected in the quantities and/or period of performance stated on the invoice; and that such supplies and/or services conform to the quantity and quality requirements specified in the applicable contract, order, or blanket purchase agreement.

Furthermore, pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Contractor certifies that it is in compliance with the Equal Protection principles of the Constitution and all applicable Federal anti-discrimination laws, and acknowledges that such compliance is material to the Government's payment decision under the False Claims Act (31 U.S.C. § 3729(b)(4)). The Contractor also affirms that it does not operate any diversity, equity, and inclusion (DEI) initiatives that are inconsistent with the Equal Protection principles of the Constitution and the non-discrimination requirements of Federal law, as interpreted by the Supreme Court in Students for Fair Admissions v. Harvard, 600 U.S. 181 (2023)."

(e) Payment system registration. All persons accessing the iSupplier (DELPHI) will be required to have their own unique user ID and password and be credentialed through login.gov.

(1) Electronic authentication. See www.login.gov for instructions.

(2) To create a www.login.gov account, the user will need a valid email address and a working phone number. The user will create a password and then www.login.gov will reply with an email confirming the email address.

(3) iSupplier (DELPHI) registration instructions: New users should navigate to: http://einvoice.esc.gov to establish an account. Users are required to log in to iSupplier (DELPHI) every 45 days to keep it active.

(4) Training on DELPHI. To facilitate use of DELPHI, comprehensive user information is available at http://einvoice.esc.gov.

(5) Account Management. Vendors are responsible for contacting their assigned COR when their firm's points of contacts will no longer be submitting invoices, so they can be removed from the system.

(f) Waivers. For contractors/vendors who are unable to utilize DOT's DELPHI system, waivers may be considered by DOT on a case-by-case basis. Vendors should contact their Contracting Officer's Representative (COR) for procedures.

(g) Exceptions and alternate payment procedures. If, based on one of the circumstances set forth in 1232.7002(a) or (b), and the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request. If DELPHI is succeeded by later technology, the Contracting Officer will supply the Contractor with the latest applicable electronic invoicing instructions.

Contracting Officer: william.wile@dot.gov

Vendor coordinator:

Primary: Felicia Eberling: **felicia.eberling@dot.gov**

Alternate: Henry Puppe: **henry.puppe@dot.gov**

MARAD CLAUSES

MCL.E-1 Delegation of Inspection and Acceptance (AUG 2005)
The Contracting Officer's Technical Representative shall be delegated the responsibility and authority to conduct inspection and acceptance duties for this contract.

MCL.H-3 Indemnity and Insurance (AUG 2006)
The Contractor shall indemnify and save and keep harmless the Government against any or all loss, cost, damage, claim, expense or liability whatsoever because of accident or injury to persons or property of others occurring in connection with the operations under this contract. The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance. Such insurance to specifically include liability assumed by the Contractor under this contract.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change as required to the Contracting Officer. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Administrative Contracting Officer's prior approval.

A certificate of each insurance policy shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer.

The contractor shall provide at the Contractor's expense, within five days of request from the MARAD contracting officer, a copy of all original insurance policies. These may be sent by mail or facsimile machine.

MCL.H-6 Standards of Employee Conduct (Aug 2005)
The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

MCL.H-8 Nondisclosure of Data and Information (Aug 2005)
1. The Contractor, and any of its subcontractors in performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

(a) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; and

(b) Use for any purpose other than the performance of the contract that data which bears a restrictive marking or legend.

2. Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract the Contractor shall return all such data and information, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations or combinations of such data or information which cannot reasonably be returned to the Contracting Officer, have been deleted from the Contractor's (and any subcontractor's) records.

3. These restrictions do not limit the Contractor's or subcontractor's right to use and disclose any data and information obtained from another source without restriction. As used herein, the term "data" has the meaning set forth in Department of Transportation Procurement Regulations, 48 CFR 1252.227-71, "Rights in Data - General", and includes, but is not limited to, computer software, as also defined in 48 CFR 1252.227-71.

MCL.H-9 English Language Requirement of On-Site Superintendent (Aug 2005)
The Contractor's on-site superintendent must be able to speak, read and write English for ease of communication with Government personnel.

MCL.H-13 Supervision (Aug 2005)
The Contractor shall provide at all times the quantity and quality of supervision necessary for the effective and efficient management of the operation. All supervisors shall have an intimate knowledge of the various tasks, equipment, and materials so as to be able to properly train and direct the workers in their individual tasks and to maintain and control an effective operation.

MCL.L-2 Agency Protest (Aug 2005)

(a) Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. At any time the Contracting Officer and Protestor are encouraged to employ the use of alternative dispute resolution techniques to resolve the protest. When this cannot be accomplished interested parties may submit an agency protest to the Contracting Officer set forth in the Service of Protest provision of this solicitation.

(b) Protests based on alleged apparent improprieties in a solicitation shall be filed before bid opening or the closing date for receipt of proposals. In all other cases, protests shall be filed no later than 10 days after the basis of protest is known or should have been known, whichever is earlier.

(c) Protests shall include the following information. Failure to substantially include any of the following may be grounds for dismissal of the protest.

(i)Name, address, and fax and telephone numbers of the protester.
(ii) Solicitation or contract number.
(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
(iv) Copies of relevant documents.
(v) Request for a ruling by the agency.
(vi) Statement as to the form of relief requested.
(vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
(viii) All information establishing the timeliness of the protest.

(d) Upon receipt and review of the protest to determine that adequate information is contained therein, the Contracting Officer will acknowledge receipt of the protest and inform the protester of the expected decision date. The Contracting Officer shall render a decision on the protest within 30 calendar days or notify the protestor of an extended decision date.

(e) Upon receipt of the Contracting Officer's decision, the protestor may appeal the decision within 15 calendar days of decision receipt. The appeal will result in an independent review of the protest by the Head of the Contracting Activity, the Associate Administrator for Administration. The Head of the

Contracting Activity will impartially review the protest as presented, taking into consideration all of the available information, and render a decision. To the extent permitted by law and regulation, the Head of the Contracting Activity shall request relevant information from both parties. The Head of the Contracting Activity will render a decision on the appeal within 15 calendar days of receipt. Agency appellate review of the Contracting Officer's decision on the protest will not extend GAO's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

(f) Upon receipt of a protest, the Contracting Officer shall follow the procedures set forth in the FAR Subpart 33.103 (f) with regard to contract award and continued performance.