REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
W912WJ26QA147	03 AUG 2026			

5a. ISSUED BY
W2SD ENDIST NEW ENGLAND
KO CONTRACTING DIVISION, 696 VIRGINIA ROAD CONCORD, MA 01742-2751 UNITED

6. DELIVER BY (Date)

5b. FOR INFORMATION CALL (NO COLLECT CALLS)

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
ALICIA LACROSSE	978	318-8902

7. DELIVERY
[ ] FOB DESTINATION [ ] OTHER (See Schedule)

9. DESTINATION
a. NAME OF CONSIGNEE

8. TO:

a. NAME	b. COMPANY	b. STREET ADDRESS

c. STREET ADDRESS	c. CITY

d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)

20 AUG 2026

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	SEE SCHEDULE				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	PERCENTAGE

NOTE: Additional provisions and representations [ ] are [X] are not attached.

13. NAME AND ADDRESS OF QUOTER

a. NAME OF QUOTER

b. STREET ADDRESS

c. COUNTY

d. CITY	e. STATE	f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

a. NAME (Type or print)	b. TELEPHONE AREA CODE
c. TITLE (Type or print)	NUMBER

Section A - Solicitation/Contract Form

Instrument Name: Flooring Removal and Replacement, Hop Brook Lake, Middlebury, CT

Product Service Code : Y1QA

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Contractor shall provide all labor, materials, equipment, and transportation to remove approximately 1,146sqft (square feet) of existing carpet and install approximately 1,266 sqft (square feet) of 100% waterproof Greenguard Gold or FloorScore Certified Rigid Core Luxury Vinyl Plank (LVP) flooring to replace the carpet and finish approximately 120 sqft of stairs at the Hop Brook Lake Office, Middlebury, CT in accordance with the Statement of Work. *Note - Approximately 423sqft of existing tile contains asbestos and shall be properly removed and remediated in accordance with all applicable Federal, State, and local rules and regulations and the work shall be completed by a State of CT certified asbestos removal company. Product Service Code: Y1QA North American Industry Classification System (NAICS): 238330 Pricing Arrangement: Firm Fixed Price	1	Job		

Section C - Description/Specifications/Statement of Work

INTERESTED VENDORS SHALL REVIEW SECTION L AND SECTION M OF THE SOLICITATION FOR INSTRUCTIONS AND EVALUATION CRITERIA. VENDORS ARE RESPONSIBLE FOR ENSURING THEIR QUOTE SUBMISSION MEETS ALL REQUIREMENTS. FAILURE TO DO SO MAY RESULT IN QUOTES BEING DEEMED NON-RESPONSIVE AND REMOVED FROM CONSIDERATION.

THE MANDATORY SOLICITATION SURVEY ISSUED FOR THE SOLICITATION SHALL BE COMPLETED IN ITS ENTIRETY AND RETURNED WITH QUOTES. FAILURE TO DO SO MAY RESULT IN QUOTES BEING DEEMED NON-RESPONSIVE AND REMOVED FROM CONSIDERATION. USE OF A SOLICITATION SURVEY NOT ISSUED FOR THE RELEVANT SOLICITATION WILL RESULT IN QUOTES BEING DEEMED NON-RESPONSIVE AND REMOVED FROM CONSIDERATION.

STATEMENT OF WORK:

PROJECT OFFICE FLOORING REMOVAL

AND REPLACEMENT

U.S. ARMY CORPS OF ENGINEERS

HOP BROOK LAKE

MIDDLEBURY, CT

STATEMENT OF WORK

I. General

1. Scope of work

Provide all materials, equipment and labor to remove approximately 1,146sqft (square feet) of existing carpet and install approximately 1,266 sqft (square feet) of 100% waterproof Greenguard Gold or FloorScore Certified Rigid Core Luxury Vinyl Plank (LVP) flooring to replace the carpet and finish approximately 120 sqft of stairs at the Hop Brook Lake Office.

Please note, the tile has been tested for asbestos and approximately 423sqft of tile contains asbestos and will need to be removed and remediated accordingly. The contractor shall dispose of all asbestos containing material (ACM) in accordance with all applicable Federal, State, and local rules and regulations and the work shall be completed by a State of CT certified asbestos removal company.

Asbestos tile removal consists of the following:

Acquire all necessary asbestos permits and paperwork notifications.

Containerize approximately 423 square feet of floor tiles.

A post abatement inspection performed by an independent licensed industrial hygienist as per regulatory requirements.

Specific work practices include:

All necessary precautions to optimize air quality levels within and around the work area (i.e., thoroughly applying amended liquids, timely containing waste and proper worker hygiene/changing practices).

Disposal at an EPA certified disposal waste site.

Provide a copy of the Hazardous Waste Manifest to the Project Office.

Note: The Contractor will be responsible for moving all office furniture, filing cabinets, shelves and obstructions from carpeted surfaces before work begins and will be responsible for returning the items to the same locations after the vinyl plank flooring has been installed.

2. Location

Hop Brook Lake Project Office

4 Straits Turnpike

Middlebury, CT 06762

3. Site Visit

Interested vendors should conduct a site visit to confirm understanding of the scope of work, inspect the existing conditions, and familiarize themselves with the site(s) prior to submitting a quote. No extra payment will be allowed for perceived additional work caused by unfamiliarity with site conditions and requirements. Contact the Technical Point of Contact to arrange a site visit. The Technical Point of Contact for the project is Chris J. Cogley (203 729-8840 X357 or christopher.j.cogley@usace.army.mil).

4. Schedule

The contract period of performance shall be 90 days from Notice to Proceed. The project area will be open to the contractor Monday through Friday, 7:00 AM to 3:30 PM. All work must be completed during those hours unless additional hours are approved by the Technical Point of Contact. No work shall be done on weekends or Government holidays.

All preconstruction submittals shall be submitted within 21 days of Notice to Proceed. The Government reserves up to 21 days for review and acceptance on each submittal/resubmittal from the date of receipt. If revisions are necessary to the submittals, the Contractor shall make such revisions and shall be resubmitted to the Government in an acceptable form within 14 days of the Government's response, unless additional time is granted by the Government in writing.

No field work may proceed prior to the acceptance of preconstruction submittals.

5. Safety Requirements

i. General:

All work shall be conducted in accordance with the U.S. Army Corps of Engineers (USACE) Safety and Occupational Health Requirements (EM 385-1-1, most recent edition), and all applicable Occupational Safety and Health Administration (OSHA), federal, state, and local safety and health requirements. A copy of EM 385-1-1 can be accessed electronically at the following link:

https://www.publications.usace.army.mil/Portals/76/EM%20385-1-1%20_EFFECTIVE%2015March2024.pdf

Project staff reserve the right to cease work at any time should the safety of employees, Contractors, and/or the public become jeopardized.

ii. Accident Prevention Plan (APP):

The Contractor shall prepare a site-specific Accident Prevention Plan. The APP must be written by a Competent Person (CP) and document the specific work processes, equipment, materials to be used, hazards and applicable control measures.

The mandatory ENG Form 6293 (Accident Prevention Plan Worksheet) must be submitted and accepted prior to beginning on site work:

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6293_2023Aug31.pdf

A preparatory meeting shall be conducted by the Prime Contractor to discuss the APP contents with all effected onsite employees. The Prime Contractor is responsible for informing the subcontractors of the safety provisions under the terms of the contract, the penalties for noncompliance, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

Daily safety meetings shall be held and documented. Records shall be available to the Technical Point of Contact upon request.

iii. Activity Hazard Analysis (AHA):

An AHA shall be submitted and accepted for each definable feature of work (DFOW) in accordance with EM 385-1-1, Chapter 2-6. A DFOW is defined as any task, which is separate and

distinct from other tasks, has separate control requirements, or is identified as different trades or disciplines. The AHA shall be continuously reviewed and revised to address changing site conditions as appropriate.

For a non-mandatory formatted outline of an AHA, see ENG Form 6206 (Activity Hazard Analysis)

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6206_2023Aug24.pdf

iv. Site Safety and Health Officer (SSHO) Requirements:

The Contractor shall employ a minimum of one person to function as a Level 3, SSHO. A Level 3 SSHO is a designated Qualified Person (QP) or Competent Person (CP) with Safety and Occupational Health (SOH) responsibility that meets the requirements of EM 385-1-1, Chapter 2-3. b and 2-4.b.

Level 3 SSHOs must have training, knowledge, and/or experience identifying hazards and implementing controls for the work being performed.

The SSHO shall be present at the project site and be responsible for overseeing the implementation of the Prime Contractor's SOH program. Contractor shall designate all SSHOs on a mandatory ENG Form 6282 (Site Safety and Health Officer Designation Letter):

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6282_2023Aug28.pdf

v. First-Aid and CPR Personnel Requirements:

For shifts with multiple employees, provide at least two employees that are certified to administer First Aid and CPR. When employees work alone, they must be certified in First Aid and be provided an effective means of communication to call for assistance in the event of an emergency. Minimum First Aid and CPR qualifications are outlined in EM 385-1-1, Chapter 3-3.

vi. Additional Personnel Requirements:

Other Competent Person (CP) or Qualified Persons (QP) may be required per EM 385-1-1 and/or other sections of this Scope of Work, based on the definable features of work for this project.

vii. Accident Reporting:

All accidents and near misses shall be investigated by the Contractor and reported to the Technical Point of Contact in accordance with EM 385-1-1, Table 2-1.

The mandatory ENG Form 3394 shall be completed and submitted to the Technical Point of Contact within seven (7) days of an incident:

https://www.publications.usace.army.mil/Portals/76/Publications/EngineerForms/Eng_Form_3394_2021Aug.pdf

viii. Employee Exposure Data:

The Contractor shall electronically report total employee work hours (including subcontractors) to the Technical Point of Contact by close of business on the 10th calendar day of the following month.

following month. The method of transmission by the prime contractor to the TPOC shall be electronically.

6. Specific Safety Section - Asbestos Abatement

i. General:

The requirements of this section are applicable to contracts involving activities that disturb Asbestos-Containing Materials (ACM) - any material containing more than 1% of asbestos. A written Asbestos Management Plan must be developed when work is performed that may disturb ACM, as applicable. The plan must address the following (see 29 CFR 1910.1001 (29 CFR 1910 Subpart Z), 29 CFR 1926.1101 (29 CFR 1926 Subpart Z), and 40 CFR 61, Subpart M): (6-7.d).

ii. Minimum Plan Requirements

1. A description of each activity where asbestos will be disturbed, including OSHA class of work, equipment required, crew size, job responsibilities, operating procedures, maintenance practices, and work activity locations and ACM components keyed to the project drawings.

2. The method of notification of other employers at the work site.

3. A description of regulated areas, types of containment, and decontamination unit plan.

4. Air monitoring plan - personal, environmental, and clearance. Employee exposure assessment procedures must address monitoring and documenting employee exposures.

a. An initial determination (may be omitted if there is sufficient objective/historical data showing compliance with the requirements).

b. Continued exposure monitoring may be required as a result of initial exposure determinations.

c. Environmental monitoring must demonstrate the absence of asbestos fiber migration outside the regulated area.

d. Clearance monitoring will be conducted by an independent IH or a QP per contract specifications.

5. Description of control measures to be used to achieve exposure compliance, including any engineering and administrative controls and PPE (see paras 1-6 or 2-6, as applicable).

6. Housekeeping procedures to prevent spread of asbestos contamination both in and beyond the regulated area.

7. Hygiene facilities and practices.

8. Employee training required according to paragraph 6-3.h.

9. Medical surveillance procedures to monitor employee exposures and ensure fitness for wearing respiratory protection (see chapter 5).

10. Waste generation, containerization, transportation, and disposal (including recordkeeping).

11. Security, fire, and medical emergency response procedures.

7. Pre-Work/Pre-Construction] Conference

Prior to the start of any work, the Technical Point of Contact will schedule and conduct a Pre-Construction Conference. The Contractor's Project Manager and Quality Control Personnel will be physically present to attend this meeting. The Contractor shall directly oversee all work on the project, and the Project Manager and Quality Control Personnel shall have the authority to act for the Contractor. This conference will be held at the time and location agreeable to the Government and Contractor. No work may be performed under this contract prior to this conference. The purpose of the conference is to enable the Technical Point of Contact to outline the procedures that will be followed by the Government in its administration of the contract, and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government's administration and inspection of contract work or obtain other pertinent information that might be required. At the Pre-Construction Conference the Contractor shall provide the name of the project superintendent with a telephone number for project coordination.

The following is a general list of items for discussion during this Pre-Construction Conference:

i. Authority of the Technical Point of Contact and Quality Assurance Inspectors

ii. Contractor's Safety Program (including sub-contractors)

iii. Mandatory ENG Form 6293 (Accident Prevention Plan Worksheet) and Activity Hazard Analysis for each Definable Feature of Work (DFOW)

iv. Safety Meetings

v. ENG Form 3394 (Mandatory if needed for Accident Reporting)

vi. Safety Data Sheet (SDS) requirements

vii. Correspondence, Communication and Administrative Procedures

viii. Invoice and Payment

8. Permits:

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses, permits, and letters of certification. The Contractor shall comply with any applicable Federal, state, county, and municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.

9. Security:

The Contractor shall comply with all established security policies at each Project Office identified. If applicable, Contractor shall comply with Projects Key Control Management Program. Due to periods of heightened security, which may affect access to the areas covered under this contract, areas may be subject to periodic closures, which in turn may reduce or inhibit the Contractor's ability to access certain areas. During periods of heightened security, the Government reserves the right, at any time, to close any property or portion of property and reschedule and/or cancel any subsequent service in an area. The Contractor shall be given at least a 24-hour notice of any such closure.

10. Contractor's Personnel:

i. Employee Conduct:

The Contractor shall be responsible for seeing that the Contractor's employees strictly comply with all Federal, state, and municipal laws. Any personnel activity, which, in the opinion of the Government, is deemed detrimental to the performance of the contract may result in the removal of Contractor employee/employees.

Examples of unbecoming actions or conduct include but are not limited to the following:

1. Cursing, harassment, or discrimination of and/or unwarranted physical contact with visitors, USACE personnel, or other contractors

2. Recurring written and/or verbal complaints from visitors, USACE personnel, or other contractors.

3. Unsafe operation of vehicles while on USACE property.

ii. Removal of Contractor's Employees:

The Technical Point of Contact may require the Contractor to immediately remove from the work site any employee of the Contractor or subcontractor, who, in the opinion of the Technical Point of Contact, endangers persons or property, or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform assigned work. Notification to the Contractor shall be promptly made in writing if time and circumstances permit. Otherwise, notification shall be verbal or by telephone and shall be confirmed in writing as soon as possible.

No such removal, however, will reduce the Contractor's obligation to perform all work required under this contract, and immediate replacement will be made as required. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

Note: At least one of the Contractor employees on site shall be able to communicate effectively and efficiently with all project staff.

11. Payment:

After final inspection and acceptance by the Government, the Contractor shall submit an invoice to the Technical Point of Contact. The invoice shall include the following: Invoice Date; Contract Number; Dates of Service; Description of Work; Quantities; and total amount due per line item. For jobs greater than 30 days the contractor may request Progress payments.

All invoices may be submitted to the Technical Point of Contact:

U.S. Army Corps of Engineers

Hop Brook Lake

4 Straits Turnpike

Middlebury, CT. 06762

Attn: Chris J. Cogley, christopher.j.cogley@usace.army.mil

II. Technical Requirements:

1. Requests for Information:

Requests concerning the work of this project should be directed to the Technical Point of Contact, Chris J. Cogley, at the Hop Brook Lake Project Office at (203) 729-8840 X357 or christopher.j. cogley@usace.army.mil.

2. Submittals:

Although the Government reviews submissions required by this Statement of Work, it is emphasized that the Contractor's work must be completed using proper internal controls and review procedures. The Government reserves up to 21 days for review and acceptance on each submittal/resubmittal from the date of receipt. If revisions are necessary to the submittals, the Contractor shall make such revisions and shall resubmit to the Government in an acceptable form within 14 days of the Government's response, unless additional time is granted by the Government in writing.

The documents identified below must be prepared in accordance with the applicable standards, submitted to the Technical Point of Contact for review and must be accepted by the Government.

Pre-work Submittals: Submitted within 21 days of contract award. Submittals must be accepted prior to the commencement of any field work activities.

a. ENG Form 6293 (Accident Prevention Plan Worksheet)

b. Activity Hazard Analysis; non-mandatory template available: ENG Form 6206

c. ENG Form 6282 (Site Safety and Health Officer Designation Letter)

d. First-Aid and CPR Personnel certificates

e. Specific Safety Plans as outlined in EM385-1-1

f. Safety Data Sheet (SDS) for applicable materials

g. Licenses and Certifications as determined by the scope of work including Certified Industrial Hygienist

h. Work Site Plan: Prior to the start of on-site work, the Contractor shall submit a site plan.

i. Work Plan and Schedule: The Contractor shall submit a written Work Plan describing the methods and equipment required to accomplish the work and provide the required environmental and worker protection; this plan will include a schedule of work.

j. Environmental Protection Plan: The Contractor shall submit an Environmental Protection Plan for review and approval by the TPOC.

k. Flooring certifications and specification sheets.

l. Tile warranty information

3. Clean Up:

The Contractor shall practice good housekeeping to maintain a safe job site. The contractor shall keep the work area, including any storage areas, free from the accumulation of waste materials. Upon completing work in an area, the contractor shall remove any tools, equipment, and materials that are not the property of the government. Upon completion of work, the Contractor shall clean up the job site to the satisfaction of the Government.

Containers for excess and/ or waste materials, rubbish, etc. shall be provided by the contractor at the site, and the site will be inspected/ cleaned on a daily basis. Water, air and land resources shall not be adversely impacted during the course of the work. The Contractor will take necessary steps to ensure all federal, state, and local environmental regulatory requirements are met.

4. Government Resources:

The contractor is responsible for providing all materials to complete the work. Unless specified in the contract, the Government will not provide any equipment, telephone services or other resources. The contractor will be allowed to use the restrooms located at the office.

5. Omissions:

This contract may not cover all specified activities, steps, and procedures required to supply the contract product. In case of omission, the normal industry, state, or federal standards, practices, specifications, and/or guides shall prevail. In no instance shall an omission be reason to produce less than an acceptable product.

6. Quality Assurance:

The contractor is responsible for the quality control of the contract work. The government has the right to inspect and test all items called for by the contract, to the extent practicable at all times and at all places during the term of the contract.

7. Other Contracts:

The Government may undertake or award other contracts for additional work not related to this contract, and the Contractor shall fully cooperate with other Contractors and Government employees. The contractor shall not commit or permit any act, which will interfere with the performance of work by another contractor, or by Government employees.

8. Environmental Protection:

Containers for excess and/ or waste materials, rubbish, etc. shall be provided by the contractor at the site, and the site will be inspected/ cleaned on a daily basis. Water, air and land resources shall not be adversely impacted during the course of the work. The Contractor will take necessary steps to ensure all federal, state, and local environmental regulatory requirements are met.

9. Receiving and Storing Materials:

The contractor is responsible for protecting any stored material until it is placed in service. The contractor is responsible for receiving and unloading delivered goods. Government employees will not receive material or supplies for the Contractor and will not be responsible for damage to contractor equipment or material.

10. Products:

a. Materials & Equipment - General

i. The intent of this material section is not to specify every product to be used in the execution of the work. Rather, to define the expected standards to be followed and the quality of the product to be used.

ii. All construction materials shall be new, unused and be first quality material or products.

iii. All construction material shall be in conformance to the applicable sections of the most recent International Building Code.

iv. All construction material shall be in conformance to the applicable sections of the National Fire Protection Association (NFPA) Fire and Life Safety Codes [in place of the International Fire Code (IFC)].

v. At a minimum, meet requirements of UL, where UL standards are established for those items, and requirements of NFPA 70 for all materials, equipment, and devices.

b. Materials & Equipment - Sustainability

i. At a minimum, where applicable meet the requirements EPA-Designated Recovered Material for Construction Products. Under the Comprehensive Procurement Guidelines (CPG) program, the Environmental Protection Agency (EPA) designates products that are or can be made with recovered materials, and recommends practices for buying these products. Visit https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program for a complete list of designated products and the associated recommended contents levels. The Contractor must be able to demonstrate that each offered products meets minimum content levels upon request.

At a minimum, where applicable encouraged to meet the requirements USDA-Designated Biopreferred Program Products for Construction Products.

https://www.biopreferred.gov/BioPreferred/faces/catalog/Catalog.xhtml

c. Waterproof Vinyl Plank Flooring

i. Flooring Specifications:

Flooring planks shall be 100% waterproof Rigid Core (SPC/WPC) Luxury Vinyl Plank (LVP) measuring 6" x 48". Material shall have a minimum overall thickness of 5.0 mm (inclusive of a factory pre-attached underlayment) and a commercial-grade wear layer of no less than 20 mil (0.5 mm)Click Together Type.

100% waterproof.

Phthalate Free.

Greenguard Gold or FloorScore Certified for indoor air quality.

Minimum 15 Year Manufacturer's Warranty.

Color/pattern to be approved by the Technical Point of Contact.

ii. Floor Transitions:

All transition strips, T-moldings, reducers, and end caps shall consist of rigid vinyl material.

Shall completely cover the seam between the LVP flooring and any adjacent flooring.

Shall account for any difference in height between flooring types.

Shall be level and properly secured.

Color/style must match the primary LVP flooring and is to be approved by the Technical Point of Contact.

iii. Floor Molding and Trim:

Floor baseboard molding and trim shall be new flexible vinyl with a 5" height and a minimum 0.08" thickness (gauge).

Approximately 150 linear feet of new flexible vinyl trim will be installed on the lower level (where it does not currently exist) and foyer area directly before the first step to cleanly finish the edges of the new LVP flooring.

Shall completely cover any gaps/spaces between the edge of the LVP flooring and all adjacent walls, including concrete areas.

Shall be level and properly secured.

Color/style must match the primary LVP flooring and is to be approved by the Technical Point of Contact.

III Execution:

1. General

i. Approximately one thousand, one hundred and forty-six square feet (1,146sqft) of pre-existing carpet and adhesive shall be removed from the sub floor surface and replaced with 6" x 48" x 5mm 100% waterproof LVP flooring at the Hop Brook Lake Project Office.

ii. Approximately four hundred and twenty-three square feet (423sq./ft.) of pre-existing asbestos containing floor tiles underneath existing two (2) layers of carpet, will be removed prior to installation of the new 100% waterproof LVP flooring.

iii. Approximately 120 square feet of 100% waterproof LVP flooring shall cover all stair landings, treads, and risers. Floating installations are strictly prohibited; all materials shall be 100% full-spread bonded (glued down) to the prepped wood subfloor using manufacturer-approved adhesive.

iv. To finish the steps, the contractor may use either Seamless, manufacturer/color-matched vinyl stair tread caps (and coordinating riser planks) designed specifically to match the selected flooring color, OR Standard LVP click-planks fitted with coordinating, manufacturer/color-matched flush-

mount stair nosing on each step, with the interlocking click-tongues trimmed or shaved off where necessary to ensure a completely flush, flat fit on the step.

v. Contractor shall install all products to manufacturer recommendations and in accordance with all electrical codes and federal, state, and local building codes and laws, and safety standards.

vi. Only new, unused materials will be installed. Used or damaged materials will not be installed.

vii. Activities including - but not limited to - removal and installation work, shall be scheduled so weather-related events will not damage new or existing materials or equipment.

viii. The Contractor must be able to cover and protect all work areas, materials and equipment that would otherwise be exposed to the elements during a weather event, expected or unexpected.

2. Existing Conditions:

The Hop Brook Lake Project Office has approximately one thousand, one hundred and forty-six square feet (1,146 sq./ft.) of existing carpet. Carpet is located on the first floor and second floor office areas (see attached drawings and photos). The 423 sq./ft. area located in the first-floor offices currently has (2) layers of carpet. Tiles that are known to contain asbestos are found underneath the first (bottom layer) of carpet. The remaining 723 sq./ft. area of carpet located in the second-floor offices has only one layer of carpet and is not known to have any asbestos tile present underneath. The stairs are currently stripped to the plywood/concrete subfloor.

The Contractor will be responsible for moving all office furniture, filing cabinets, shelves and obstructions from carpeted surfaces before work begins and will be responsible for returning the items to the same locations after the vinyl plank flooring has been installed.

3. Demolition

i. The contractor shall remove and legally dispose of all existing materials and equipment identified below in accordance with all federal, state and local laws and regulations. Demolition materials shall be reused/recycled, if possible, except for ACM.

ii. Carefully remove and salvage existing wood baseboards. Store in a protected location during flooring installation. Baseboard trim shall reinstall upon completion of new flooring to match existing conditions. Existing carpet and glue remnants will be removed and disposed of in a way as to not damage the surrounding baseboard, walls, or paint.

iii. Contractor shall pull up and dispose of any existing carpet tacks and nails.

iv. Any debris created by the removal of existing carpet will be cleaned up and removed by the contractor.

v. Any damage to surrounding areas, including but not limited to walls, baseboard, paint, etc. shall be returned to previous condition at no additional expense to the Government.

vi. Acquire all necessary asbestos permits and paperwork notifications.

vii. Remove and containerize approximately 423 square feet of ACM floor tiles.

viii. Perform a post abatement inspection performed by an independent licensed industrial hygienist as per regulatory requirements.

ix. Dispose of tiles at an EPA certified disposal waste site.

x. Provide the Project Office with a copy of the Hazardous Waste Manifest showing proper disposal at an EPA certified disposal waste site.

4. Installation

i. The contractor shall install all materials and equipment in accordance with the applicable codes and a manner that is consistent with the industry standards.

ii. Installation of all products shall meet specified requirements and be in accordance with the manufacturer's installation instructions.

a. Clean, prepare and level subfloor as needed to properly install new 6" x 48" x

5mm 100% waterproof , 20 mil wear layer LVP flooring.

b. New 6" x 48" x 5mm LVP flooring shall be installed so that it's straight, level, uniform in look and esthetically pleasing.

c. All transitions and required molding and trim must match the color and style of

The LVP flooring chosen by the Technical Point of Contact.

d. Contractor shall provide a minimum of one (1) extra box of matching LVP flooring for future replacement or repair.

iii. The contractor shall not install damaged or discontinued materials or equipment. All construction materials shall be new, un-used and be first quality material or products.

*** END OF NARRATIVE ***

Requirements

Flooring Removal and Replacement, Hop Brook Lake, Middlebury, CT

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.246-12	Inspection of Construction.	1996-08		

Section F - Deliveries or Performance

0001	**Delivery Schedule** From date of lead time event to completion of performance 90 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 961105 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER HOP BROOK LANE, ROUTE 63 MIDDLEBURY, CT 06762 UNITED STATES CHRISTOPHER J. COGLEY, DELIVER_TO_EMP_ID_NO

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		
252.236-7000	Modification Proposals--Price Breakdown.	1991-12		

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01		

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

____

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

____

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	____
Issue By DoDAAC	____
Admin DoDAAC	____
Inspect By DoDAAC	____
Ship To Code	____

Ship From Code ____
Mark For Code ____
Service Approver (DoDAAC) ____
Service Acceptor (DoDAAC) ____
Accept at Other DoDAAC ____
LPO DoDAAC ____
DCAA Auditor DoDAAC ____
Other DoDAAC(s) ____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

____

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section H - Special Contract Requirements

SECURITY REQUIREMENTS:

General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (eg., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures -this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clauses of this contract, should FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

WAGE DETERMINATIONS:

The Wage Determination for this project can be found at:

https://sam.gov/wage-determination/CT20260023/2

Wage Determination No.: CT20260023

Modification No.: 2

Revised Date: 18 May 2026

*** END OF NARRATIVE ***

Section I - Contract Clauses

UAI 5152.249-9000 Basis for Settlement of Proposals

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under Federal Acquisition Regulation (FAR) 49.206-2(b). In evaluating a termination settlement proposal using total cost basis, the following principles will be applied to determine allowable equipment costs.

(a) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(b) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(c) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(d) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of Federal Acquisition Regulation (FAR) 31.205-11).

(e) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

52.211-10 Commencement, Prosecution, and Completion of Work.

The Contractor shall be required to (a) commence work under this contract within 21 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 90 calendar days from notice to proceed .
* The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.236-27 Site Visit (Construction).

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

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Christopher Cogley

Address: 4 Straits Turnpike, Middlebury, CT 06762

Email Address: Christopher.J.Cogley@usace.army.mil

Telephone: 203-729-8840 x357

(End of Provision)

MAGNITUDE OF PROJECT

The estimated cost of the work is between $25,000 and $100,000.

*** END OF NARRATIVE ***

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	2026-02		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.204-19	Incorporation by Reference of	2014-12		

	Representations and Certifications.	
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02
52.222-6	Construction Wage Rate Requirements. (Deviation 2026-O0038)	2026-02
52.222-7	Withholding of Funds. (Deviation 2026-O0038)	2026-02
52.222-8	Payrolls and Basic Records. (Deviation 2026-O0038)	2026-02
52.222-9	Apprentices and Trainees. (Deviation 2026-O0038)	2026-02
52.222-10	Compliance with Copeland Act Requirements. (Deviation 2026-O0038)	2026-02
52.222-11	Subcontracts (Labor Standards).	2026-02

	(Deviation 2026-O0038)	
52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	2014-05
52.222-14	Disputes Concerning Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-15	Certification of Eligibility.	2014-05
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts. (Deviation 2026-O0038)	2026-02
52.223-5	Pollution Prevention and Right-to-	2024-05

	Know Information.			
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05		
52.228-2	Additional Bond Security.	1997-10		
52.228-11	Pledges of Assets (DEVIATION 2020-O0016)	2021-02	Deviation 2020-O0016	2020-04
52.228-12	Prospective Subcontractor Requests for Bonds.	2022-12		
52.228-14	Irrevocable Letter of Credit.	2014-11		
52.232-23	Assignment of Claims.	2014-05		
52.232-27	Prompt Payment for Construction Contracts.	2017-01		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10		
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03		
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02		
52.233-3	Protest after Award. (Deviation	2026-02		

	2026-O0038)	
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	2026-02
52.236-3	Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038)	2026-02
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02
52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	2026-02
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02
52.236-8	Other Contracts. (Deviation 2026-O0038)	2026-02
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038)	2026-02
52.236-10	Operations and Storage Areas. (Deviation 2026-O0038)	2026-02
52.236-11	Use and Possession Prior to Completion. (Deviation 2026-O0038)	2026-02
52.236-12	Cleaning Up. (Deviation 2026-O0038)	2026-02

52.236-13	Accident Prevention. (Deviation 2026-O0038)	2026-02
52.236-21	Specifications and Drawings for Construction. (Deviation 2026-O0038)	2026-02
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02
52.242-14	Suspension of Work.	1984-04
52.243-5	Changes and Changed Conditions. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04
52.246-21	Warranty of Construction.	1994-03
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	1984-04
52.249-10	Default (Fixed-Price Construction).	1984-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD	2011-09		

	Officials.			
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	2024-05	Deviation 2024-O0013	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09		
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01		
252.225-7048	Export-Controlled Items.	2013-06		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang	2023-06		

	Uyghur Autonomous Region.			
252.232-7004	DoD Progress Payment Rates (DEVIATION 2020-O0010)	2014-10	Deviation 2020-O0010	2020-03
252.232-7010	Levies on Contract Payments.	2006-12		
252.243-7001	Pricing of Contract Modifications.	1991-12		
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	2026-02	Deviation 2026-O0015	2026-01
252.247-7023	Transportation of Supplies by Sea.	2024-10		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.213-4	Terms and Conditions-Simplified Acquisitions (Noncommercial). (Deviation 2026-O0038)	2026-02		

Terms and Conditions-Simplified Acquisitions (Noncommercial) (Feb 2026) (Deviation 2026-O0038)

(a) DELETED

(b) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(c) DELETED

(d) DELETED

(e) DELETED

(End of clause)

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038)	2026-02

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and

socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document /support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it is, is not a small business concern under 238330 NAICS Code assigned to W912WJ26PXXXX contract number.

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The Contractor represents that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The Contractor represents that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it is, is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) *HUBZone joint venture eligible under the HUBZone Program.*[*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.225-9	Buy American-Construction Materials. (Deviation 2026-	2026-02

O0038)

Buy American-Construction Materials (Feb 2026) (Deviation 2026-O0038)

(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-

(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. 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.

(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:

<u>Flooring COTS Item</u>

(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 or Balance of Payments Program.

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

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			

Foreign construction material.	____	____	____
Domestic construction material.	____	____	____
Item 2:			
Foreign construction material.		____	____
Domestic construction material.	____	____	____
[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*]. [*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*] [*Include other applicable supporting information.*]			

(End of clause)

52.228-13 Alternative Payment Protections. 2000-07

Alternative Payment Protections (July 2000)

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

Irrevocable Letter of Credit

Payment Bond

(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)

52.232-5	Payments under Fixed-Price Construction Contracts.	2014-05

Payments under Fixed-Price Construction Contracts (May 2014)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that-

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

____ (Name)

____ (Title)

____ (Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C. 6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under paragraph (d)(2) of this clause shall be-

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

Authorized Deviations in 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 any DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.236-7001	Contract Drawings and	2000-08		

Specifications.

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
Attachments 26QA147	Information Drawings 1 - 3 and Informational	____

	Photos 1 - 8	
____	____	____
____	____	____
____	____	____
____	____	____

(End of clause)

Section K - Representations, Certification, & Other Statements

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.223-1	Biobased Product Certification. (Deviation 2026-O0038)	2026-02		
52.223-4	Recovered Material Certification.	2008-05		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06		

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has

represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

INSTRUCTIONS TO VENDORS:

VENDORS SUBMITTING A QUOTE IN RESPONSE TO A SOLICITATION ARE RESPONSIBLE FOR ADHERING TO ALL INSTRUCTIONS AND TERMS AND CONDITIONS INCLUDED IN THE SOLICITATION. FAILURE TO DO SO MAY RESULT IN QUOTES BEING DEEMED NON-RESPONSIVE

INFORMATION:

1. This is a Request for Quotations (RFQ) in accordance with Revolutionary Federal Acquisition Regulation Overhaul (RFO) Part 13.

2. The Government may perform a comparative evaluation (comparing quotations to each other) to select the contractor that is best suited and provides the best value, considering the evaluation factors in this solicitation.

3. Evaluation factors will be technical, price, and past performance. Failure to provide sufficient documentation for Government evaluation for these factors with quote submission shall result in a quote being deemed non-responsive.

4. This work is considered "new".

5. All responsible sources may submit a quote which, if timely received, must be considered by the Agency.

6. The Government may request that a vendor respond to a Quote Verification after the solicitation closes, but prior to award. The vendor shall respond in sufficient detail to all questions or statements no later than the response date and time listed in the correspondence. Failure to do so may result in quotes being deemed non-responsive and removed from consideration. The Government is under no obligation to provide extensions for responses.

QUESTIONS REGARDING SOLICITATIONS:

1. Questions regarding the solicitation shall be directed to the Contract Specialist:

a. Name: Alicia N. LaCrosse

b. Phone: 978-318-8902

c. Email: Alicia.N.LaCrosse@usace.army.mil

2. Technical Points of Contact shall not provide responses to interested vendors.

3. Please direct questions to the Contract Specialist. Any information received at the site visit which conflicts with this solicitation should be brought to the attention of the Contract Specialist. The solicitation and resulting contract shall be the governing document in all cases.

QUOTE SUBMISSION:

1. Quotes shall be submitted via email to the Contract Specialist listed above no later than the closing date and time identified in the solicitation or subsequent amendments.

2. The Government is under no obligation to consider any quote received after the solicitation closing date or time.

3. Interested vendors shall submit signed copies of all material amendments (SF30) with their quotes. Failure to do so will result in quotes being deemed non-responsive and removed from consideration.

BID SCHEDULES:

1. If a Bid Schedule is included in the solicitation, vendors shall complete the bid schedule in its entirety (all tasks, all years).

2. Vendors shall enter $0.00 on Bid Schedules in which items are Not Separately Priced (NSP) when Bid Schedules are required to be submitted in excel format. For Bid Schedules that are not required to be submitted in excel format, either $0 or NSP shall be entered. Blank entries will not be considered and will result in quotes being deemed non-responsive.

3. Failure to complete the Bid Schedule in its entirety and return same with a quote will result in quotes being deemed non-responsive.

4. When Bid Schedules or Contract Line Item Numbers (CLINs) require unit pricing and total amounts, unit pricing shall govern in case of discrepancy between unit prices and total amounts.

SITE VISITS:

1. SITE VISITS ARE HIGHLY RECOMMENDED PRIOR TO PROVIDING A QUOTE.

2. If date(s)/time(s) for site visits are included in the solicitation, then interested vendors will be permitted to visit the site during those dates/times. No other dates/times will be permitted for site visits.

3. If no dates/times for site visits are included in the solicitation, then interested vendors shall contact the Technical Point of Contact as identified in the solicitation to schedule a site visit.

4. No site visits will be permitted AFTER a solicitation closes.

BONDING:

1. In accordance with FAR 28.101-1(a), the Contractor will NOT be required to provide a Bid Guarantee.

2. In accordance with FAR 28.102-2(b), the Contractor will be required to provide the following payment protections for all construction contracts at or above $150,000.00.

(i) Payment Bond or

(ii) Irrevocable Letter of Credit and

(iii) Performance Bond

A Payment Bond or Irrevocable Letter of Credit is the SELECTED payment protection for the Government. The penal amount of bond shall be 100% of the original contract price. If the contract price increases, the Government will require an increase in the penal sum of the existing bond. This bond shall be submitted to the Contracting Officer within 10 days after receipt of award.

A Performance Bond shall be required if the total price of the quote is $150,000.00 or above. The penal amount of the Performance Bond shall be 100% of the original contract price. If the contract price increases, the Government will require an increase in the penal sum of the existing bond. This bond shall also be submitted to the Contracting Officer within 10 days after receipt of award.

3. In accordance with FAR Part 28.102-2(c), the Contractor will be required to provide one of the following payment protections for all construction contracts $35,000.00 or above, but not exceeding $150,000.00.

(i) Payment bond or

(ii) Irrevocable letter of credit

A Payment Bond or Irrevocable Letter of Credit is the SELECTED payment protection for the Government. The penal amount of bond shall be 100% of the original contract price. If the contract price increases, the Government will require an increase in the penal sum of the existing bond. This bond shall be submitted to the Contracting Officer within 10 days after receipt of award.

No Payment Protections Required for construction contracts less than $35,000

4. Prior to award, the Government may request that the Contractor provide a Letter of Bond Ability issued by a Surety that is listed on US Treasury Circular 570 (https://www.fiscal.treasury.gov /surety-bonds/list-certified-companies.html).

Letter of Bond Ability shall be issued to the Contractor and shall state that the Contractor is pre-qualified for bonding, include the single and aggregate bond limits that the bond company will support, and provide contact information of the bond agent or attorney-in-fact.

Failure to provide a Letter of Bond Ability as required will result in the Contractor's quote being deemed non-responsive.

QUOTATION INSTRUCTIONS:

1. If subcontractor will be used for this work, please provide company name and contact information: _____

2. In accordance with FAR Part 52.204-7(b)(1) Contractors must be registered in the System for Award Management (SAM) database (www.SAM.gov) to submit a quote. Registered is considered when a SAM registration is marked "Active".

3. Representations and Certifications are to be completed in www.sam.gov.

NOTE: SAM.gov registration takes approximately 3 weeks (Unique Entity Identified (UEI) 1-2 business days; CAGE code validation up to 10 business days; IRS validation and overall submission 7-10 business days). It is the contractor's responsibility to track SAM.gov registration and follow-up with required tasks.

4. Provide business Unique Entity Identifier (UEI): _____

5. Provide business CAGE code: _____

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.222-5	Construction Wage Rate Requirements-Secondary Site of	2026-02		

	the Work. (Deviation 2026-O0038)			

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02		

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	2020-11		

Provisions.

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 DFARS (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section M - Evaluation Factors for Award

Evaluation-- Noncommercial Acquisitions under Revolutionary Federal Acquisition Regulation Overhaul (RFO) Part 13

1. Addendum. The Government may perform a comparative evaluation (comparing quotes to each other) to select the contractor that is best suited and can perform work at a fair and reasonable price, considering the evaluation factors in this solicitation.

a. Potential vendors are notified that the evaluation factors shall be technical, price, and past performance.

b. By submission of its quote, the vendor agrees to comply with all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors.

2. Evaluation factors. The Government will award a Purchase Order resulting from this solicitation to the responsible vendor whose quotation conforms to the solicitation and is most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate quotes:

a. Technical

b. Price

c. Past Performance

3. Options (if applicable). The Government will evaluate quotes for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that a quote is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

4. Evaluation process.

a. Step 1 - Evaluate all quotes for responsiveness and reject quotes not considered responsive.

b. Step 2 - The Government may perform a comparative evaluation of all quotes deemed responsive.

c. Step 3 - Contracting Officer will follow award process.

A. Action/Step-1 (Responsiveness).

i. Initially, the Government will verify the quote is signed, via SF18, block 14 and signed copies of all material amendments have been submitted. If the SF18 is signed and signed copies of material amendments have been included, the evaluation will continue. If the SF18 block 14 is not

completed, and/or material amendments not signed and returned, the quote will be determined non-responsive, and quote will be eliminated from any further evaluation.

ii. Government will then verify vendor's quote has fully provided all requirements stated above in Section L. If the quote schedule is not completed, the quote will be determined non-responsive, and quote will be eliminated from any further evaluation.

iii. Government will then verify quoter's Technical factors information requested in the Solicitation Survey is fully provided. Per solicitation requirements, if the survey included with the solicitation documents is not completed, the quote will be determined non-responsive, and quote will be eliminated from any further evaluation.

iv. If quoter is found to be responsive from information provided the evaluation will continue to the next Action/Step (Review Technical Factors Information).

B. Action/Step 2 (Review Technical Factors Information).

i. Government will review key personnel, subcontractor teaming arrangements, documents, and certifications as they relate to the solicitation. Subcontractor teaming arrangements shall be considered a confirmation from a subcontractor that they agree to perform the work required by the solicitation in conjunction with the prime contractor.

C. Action/Step-3 (Price Evaluation).

i. The Government shall rank all responsive quotes from the lowest price to the highest price received, including any options if applicable.

ii. Only firm fixed price quotes will be evaluated. A quote using a sliding price scale or subject to escalation based on any contingency will not be accepted and will be considered non-conforming to this solicitation.

iii. A quoter's pricing will be determined by multiplying any quantities identified in the pricing schedule by the proposed unit price for each task or line item to confirm the extended amount for each. The price evaluation will document reasonableness and affordability of the total evaluated price.

iv. Quoter's shall insert proposed unit and extended totals for each task or line item as required. Any quote that fails to cite a price for each item or fails to make an entry that indicates service will not be provided for an Item will be rejected as non-conforming to this solicitation. Quotes that fail to price all items or indicate that the amount is $0 or Not Separately Priced (NSP) will be rejected as nonconforming to this solicitation.

v. After final price ranking is complete the Contracting Officer will continue to the next Action/Step (Past Performance).

D. Action /Step 4 (Past Performance).

i. The Government shall review the past performance as listed in the survey. The Contractor shall be able to demonstrate successful performance of previous contracts. Contracts shall be within the past three years. Relevant past performance shall be rated higher than non-relevant performance. Relevant means the performance being considered must have a logical connection to the work described in the solicitation.

ii. Vendors that list do not list past performance, or have no past performance, as indicated by a blank Past Performance section on the survey may be rated as "neutral" for this factor.

iii. Vendors whose System for Award Management (SAM) registration includes a Responsibility /Qualification record due to termination for cause or default, or administrative agreement, may be determined unacceptable and quote may be eliminated from any further evaluation. The Government will consider information provided by the vendor on the termination or failure to perform; however, the Government retains the ability to remove a vendor from consideration.

iv. Only past performance of the prime contractor shall be considered. Past performance of subcontractors shall not be considered unless a teaming arrangement is submitted in response to the Request for Quotation.

E. Action/Step-4 (Award Process).

i. The Contracting Officer may conduct a comparative evaluation of all responsive quotes. A Purchase Order will be awarded to the vendor that submitted the most advantageous, responsive quote that includes fair and reasonable pricing, and who is considered technically capable of performing the work as required by the solicitation.

ii. Quoters are cautioned to submit sufficient information for evaluation. Communication conducted to resolve minor or clerical errors would not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for quote revisions.

iii. The Government intends to award a contract without discussions with respective quoters. The Government, however, reserves the right to conduct discussions if deemed in its best interest.

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.225-10	Notice of Buy American Requirement-Construction Materials.	2014-05		