SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER 70Z08226BCEUM0001	2. TYPE OF SOLICITATION ☒ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 07/2/2026	PAGE OF PAGES 1 of 27

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER 51281PR260000050	6. PROJECT NUMBER 13832866

7. ISSUED BY CODE	8. ADDRESS OFFER TO
CONTRACTING OFFICER USCG CIVIL ENGINEERING UNIT MIAMI 15608 SW 117TH AVENUE MIAMI, FLORIDA 33177-1630	CONTRACTING OFFICER USCG CIVIL ENGINEERING UNIT MIAMI 15608 SW 117TH AVENUE MIAMI, FLORIDA 33177-1630

9. FOR INFORMATION CALL:	a. NAME Gregory Hodgson, Contracting Officer	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)* (571) 610-0719

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

SET ASIDE: This solicitation is issued as a 100% Total Small Business Set-aside, pursuant to FAR Parts 5, 14, & 19.

SUMMARY OF WORK: The Contractor shall furnish all labor, tools, equipment, materials, and supervision necessary for the demolition/removal and new construction of the aid-to-navigation (ATON) structure; the Bahia de Guayanilla Entrance Range Rear Light (RRL), Light List Number (LLNR) 32075 at Bahia de Guayanilla, Puerto Rico. All work shall be performed in strict accordance with the Contract Specifications (13832866), Contract Drawings (M13832866) and the Solicitation and resultant Contract.

LOCATION: U.S. Coast Guard ANT Puerto Rico
CG ANT PUERTO RICO
5 CALLE LA PUNTILLA
SAN JUAN, PR 00901-0000, USA

Bids are due on August 3, 2026 at 2:30 PM EST and must include the attached bid pricing form. Bids received after the due date may be deemed late and may not be considered for award. Bids will be accepted via email to Odalys McGee Contracting Officer at Odalys.McGee@uscg.mil, and must copy Gregory Hodgson, Contracting Officer at Gregory.Hodgson@uscg.mil. Bids submitted via any other means will not be evaluated for this procurement. The sender is responsible for confirmation of receipt. Bids must be received by the date and time specified above (unless changed via Amendment). The USCG is not obligated to review or accept submissions after the deadline.

NOTICE: Funds are not presently available for this project. See clause 52.232-18 “Availability of Funds”. The Government’s obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

11. The contractor shall begin performance within **10** calendar days and complete it within **180** calendar days after receiving
☐award ☒notice to proceed. This performance period is ☒mandatory ☐negotiable. ***(See Section F).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)* ☒YES ☐NO	12b. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Bids shall be received via electronic commerce method to email address Gregory.Hodgson@uscg.mil on **August 3, 2026.**

b. An offer guarantee ☒is, ☐ is not required.
Offer guarantee should be transmitted to Contracting Officer Gregory Hodgson at Gregory.Hodgson@uscg.mil.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than **90** calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

UEI #: _____
TIN #: _____

CODE FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

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

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

AMOUNTS ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM BLOCK 27

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT

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

26. ADMINISTERED BY

CONTRACTING OFFICER
USCG CIVIL ENGINEERING UNIT MIAMI
15608 SW 117TH AVENUE
MIAMI, FLORIDA 33177-1630

27. PAYMENT WILL BE MADE BY

COMMANDING OFFICER (0324)
USCG Finance Center
1430A Kristina Way
Chesapeake, VA 23326-0324
For payment inquiries, call (757)523-6940

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return ____copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

Gregory Hodgson, Contracting Officer

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

PART I – THE SCHEDULE

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SECTION A - SOLICITATION/CONTRACT FORM

A.1 The magnitude of construction range of this project is between $500,000 and $1,000,000.

A.2 Performance Bonds and Payment Bonds will be required for 100% of the total award amount.

A.3 A Bid Guarantee of 20% is required.

A.4 The applicable North American Industry Classification System (NAICS) code is 237990 with a small business size standard of $45.0 Million.

A.5 **Offerors are requested to review this IFB as soon as possible upon receipt.** If an offeror has any questions regarding the solicitation which require an answer from the issuing office, these questions shall be submitted, in writing, referencing section and paragraph of solicitation to the Contracting Officer, Gregory Hodgson at Gregory.Hodgson@uscg.mil. The deadline for submitting Requests for Information (RFIs) is **July 27, 2026**; any RFI's received after this date the Government cannot guarantee an answer. A final amendment with questions and answers will be issued approximately 10 days prior to bid due date.

A.6 Questions regarding this Solicitation may be addressed to the Contracting Officer Gregory Hodgson, via email at Gregory.Hodgson@uscg.mil.

SECTION B - SUPPLIES OR SERVICES AND PRICES

****ALL ITEMS ARE TO BE PRICED SEPARATELY****

GENERAL SCOPE OF WORK

The contractor shall furnish all labor, tools, equipment, materials, and supervision necessary for the demolition/removal and new construction of the aid-to-navigation (ATON) structure; the Bahia de Guayanilla Entrance Range Rear Light (RRL), Light List Number (LLNR) 32075 at Bahia de Guayanilla, Puerto Rico. All work shall be performed in strict accordance with the Contract Specifications (13832866), Contract Drawings (M13832866), the solicitation and resultant contract.

CLIN 0001: BASE ITEM: Rebuild Bahia de Guayanilla Entrance RRL at U.S. Coast Guard ANT Puerto Rico.

TOTAL SUM: $_____
(CLIN 0001)

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SPECIFICATIONS AND DRAWINGS:

(a) All work shall be accomplished in accordance with contract terms and conditions, as well as the documents listed in Section J - "LIST OF ATTACHMENTS."
(b) Drawings measurements should be field verified by the successful contractor prior to ordering material.
(c) Failure to read the specifications in their entirety will not relieve the offerors from responsibility for properly estimating the difficulty or cost of successfully performing the work. Failure to do so will be at offeror's risk.
(d) Each offeror shall furnish the information required by the solicitation. Any offer that does not conform to the requirements of this solicitation in every respect will be rejected as non-responsive. Deviations from, or exceptions to, the specifications or delivery schedule are causes for rejection. Offers for supplies or services other than those specified will not be considered unless authorized by this solicitation.

SECTION D - PACKAGING AND MARKING

THIS SECTION IS NOT APPLICABLE

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE

Please see FAR 52.246-12 Inspection of Construction (AUG 1996) in Section I.1.

E.2 CONTRACTOR INSPECTION SYSTEM

Provide all necessary equipment, instruments, qualified personnel, facilities, and test fluids and gases, and perform all inspections, sampling, testing, and certifications specified in the individual Sections of the Specifications; fill out Daily Construction Report forms as documentation and submit the forms to the Government inspector by 10:00 a.m. on the first working day following the day the work was performed.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE

Please see FAR 52.242-14 Suspension of Work (APR 1984) and FAR 52.236-15 Schedules for Construction Contracts (APR 1984) (DEVIATION 25-15) in Section I.1.

F.2 CONTRACTOR'S SCHEDULE

A preliminary copy of the Contractor's Construction Progress Schedule and Schedule of Values shall be prepared and submitted to the Contracting Officer prior to the preconstruction conference. Any questions or problems that might cause a delay in approval of the draft schedule can be addressed during this conference.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 SUBMITTALS/SHOP DRAWINGS:

Contractor shall provide a schedule of required submittals indicating the order in which the Contractor proposes to provide the required submittals and the dates on which the Contractor plans to provide said submittals. This schedule shall be provided prior to the preconstruction conference for review and discussion during the conference. Any work done prior to submittal approval shall be at the Contractor's risk. Approval by the Construction Manager or Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from the responsibility for complying with the requirements of this contract.

G.2 PRECONSTRUCTION CONFERENCE:

As soon as practicable after the award of contract, a mutually agreeable time and date for a preconstruction conference between the representatives of the Government and the Contractor will be established. This conference will be held either by telephone or, if convenient, at the site or this office to discuss the terms and conditions of the contract. Below are some of the items to be discussed:

(a) Detailed procedures for the administration of the project;
(b) Identify the authorized representatives of the Government and the Contractor's Superintendent(s);
(c) Contractor's field office address and telephone number;
(d) Contractor's draft Construction Progress Schedule (Section F (F.2)) The Notice to Proceed date will be established during this meeting;
(e) Procedures for processing periodic pay estimates (Section G (G.3-6));
(f) Review of Submittal Schedule giving proposed dates Contractor will submit all required contract submittals (Section G (G.1));

(g) Requirements and procedures for preparing work schedules and reporting programs (Section E (E.2));
(h) Information on delivery of Government-furnished property (if applicable);
(i) Safety Plan;
(j) Demolition Plan (if applicable).

G.3 INVOICE INSTRUCTIONS

You will submit proper invoices associated with this award through the Invoice Processing Platform (IPP) at https://www.ipp.gov/. IPP is a secure web-based electronic invoicing system provided by the U.S. Department of the Treasury's Bureau of the Fiscal Service in partnership with the Federal Reserve Bank of St. Louis (FRSTL). IPP is available at no cost to any commercial vendor or independent contractor doing business with a participating government agency.

IPP enrollment, training and system information is available at https://www.uscg.mil/fincen/IPP/

The Unique Entity Identifier must be on all invoices to avoid processing delays.

In an effort to avoid delays in invoice processing, we recommend using the specific project number with your invoice number for all invoice submission. An example of the unique invoice number for would be: 13832866-l (project number-invoice number)

G.4 GOVERNMENT REPRESENTATIVES

The Government may, upon contract award or thereafter, name representatives with titles such as Project Engineer, Contracting Officer's Technical Representative(s), Inspector(s), and so on. Such individuals will be named in writing by the Contracting Officer, with individual responsibilities set forth at that time.

In any event, no such named individual has the authority to issue any direction under this contract either technical or otherwise, which constitutes a change to the terms, conditions, and price or delivery schedule of the contract. Only the Contracting Officer is authorized to alter the contract in any manner.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. JOB SUPERINTENDENT

Special attention is called to the requirement for superintendence by the Contractor, FAR Clause 52.236-6 as per Section I.1. The contractor shall provide a job superintendent on the site at all times during contract performance that is able to read, write, understand, and speak English.

H.2 MODIFICATION PROPOSALS - PRICE BREAKDOWN

The contractor, in connection with any proposal made for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefore shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer. Once a contract modification has been authorized, the contractor shall submit an updated Construction Progress Schedule and Schedule of Values that includes all changes implemented by the modification to the Contracting Officer for review and approval.

H.3 STATEMENT AND ACKNOWLEDGMENT FORM (SF 1413)

Special attention is called to the requirement for insertion of and compliance with various labor clauses called out in FAR 52.222-11 Subcontracts (Labor Standards) (MAY 2014) (DEVIATION 26-10) as per Section I.1 in any subcontracts regardless of tier. Within 14 days after contract award of the prime contract, an executed SF-1413 is required for each subcontract. This also applies to any subsequently awarded subcontract.

H.4 REQUIRED BONDING

Payment bonds are required if over $35,000; Payment and Performance Bonds are required if over $150,000. Within 10 calendar days of award of a task order, the contractor shall provide good and sufficient surety or sureties acceptable to the Government as required by FAR 52.228-15, Performance and Payment Bonds-Construction (JUN 2020) (DHS Deviation May 2020), referenced in Section I.1.

H.5 REQUIRED INSURANCE

In accordance with the provisions of FAR 52.228-5 Insurance-Work on Government Installation (JAN 1997) and HSAR 3052.228-70 Insurance (DEC 2003), which are referenced in Sections I.1 and I.3, the Contractor shall furnish to the Contracting Officer a certificate of insurance (COI), identified by contract number. The contractor shall procure and maintain insurance during the entire period of performance under this contract.

All insurance policies shall provide for notice of cancellation and shall be given to the Contracting Officer not less than 30 days before the effective date of such cancellation, and the certificates of insurance shall indicate that the above provision has been included. A certificate of insurance must be presented to the Contracting Officer within ten (10) calendar days after the award of the contract.

The contractor shall procure and maintain insurance for the following minimum amounts of liability where applicable:

(a) Workers' Compensation and Employer's Liability

Contractors are required to comply with applicable Federal and State worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability

(1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least $500,000 per occurrence.

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency at the task order level.

(c) Automobile Liability

The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Aircraft Public and Passenger Liability

When aircraft are used in connection with performing the contract, the Contracting Officer shall require aircraft public and passenger liability insurance. Coverage shall be at least $200,000 per person and $500,000 per occurrence for bodily injury other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers; whichever is greater.

(e) Vessel Liability

When contract performance involves the use of vessels, the Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

PART II – CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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52.203-5	Covenant Against Contingent Fees. (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government. (JUN 2020)
52.203-7	Anti-Kickback Procedures. (JUN 2020)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)
52.203-13	Contractor Code of Business Ethics and Conduct. (NOV 2021)
52.203-14	Display of Hotline Poster(s). (NOV 2022) *https://www.oig.dhs.gov/hotline*
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)
52.204-9	Personal Identity Verification of Contractor Personnel. (JAN 2011)
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52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (DEVIATION 25-27)
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52.214-4	False Statements in Bids. (APR 1984)
52.214-5	Submission of Bids. (DEC 2016) (DEVIATION 26-06)
52.214-6	Explanation to Prospective Bidders. (APR 1984)
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52.214-34	Submission of Offers in the English Language. (APR 1991)
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52.216-1	Type of Contract. (APR 1984) (DEVIATION 26-04) *Firm-Fixed-Price*
52.217-7	Option for Increased Quantity-Separately Priced Line Item. (MAR 1989) *90 days after Contract Award*
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52.219-2	Equal Low Bids (OCT 2025) (DEVIATION 26-03)
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52.219-8	Utilization of Small Business Concerns. (OCT 2025) (DEVIATION 26-03)
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52.219-28	Post-Award Small Business Program Rerepresentation (OCT 2025) (DEVIATION 26-03)
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52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)
52.227-4	Patent Indemnity-Construction Contracts (DEC 2007)
52.227-17	Rights in Data-Special Works (DEC 2007)
52.228-1	Bid Guarantee (SEP 1996)
	20 percent of the bid price
52.228-2	Additional Bond Security (OCT 1997)
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52.228-11	Individual Surety—Pledge of Assets (FEB 2021)
52.228-12	Prospective Subcontractor Requests for Bonds (MAY 2014)
52.228-14	Irrevocable Letter of Credit (NOV 2014)
52.228-15	Performance and Payment Bonds-Construction (JUN 2020)
52.229-3	Federal, State, and Local Taxes (FEB 2013)
52.232-5	Payments under Fixed-Price Construction Contracts (MAY 2014)
52.232-17	Interest (MAY 2014)
52.232-18	Availability of Funds (APR 1984)
52.232-23	Assignment of Claims (MAY 2014)
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52.232-40	Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)
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52.236-7	Permits and Responsibilities (AUG 2025) (DEVIATION 25-15)
52.236-8	Other Contracts (AUG 2025) (DEVIATION 25-15)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (AUG 2025) (DEVIATION 25-15)
52.236-10	Operations and Storage Areas (AUG 2025) (DEVIATION 25-15)
52.236-11	Use and Possession Prior to Completion (AUG 2025) (DEVIATION 25-15)
52.236-12	Cleaning Up (AUG 2025) (DEVIATION 25-15)
52.236-13	Accident Prevention (AUG 2025) (DEVIATION 25-15)
52.236-14	Availability and Use of Utility Services (AUG 2025) (DEVIATION 25-15)

52.236-15	Schedules for Construction Contracts (AUG 2025) (DEVIATION 25-15)
52.236-17	Layout of Work (AUG 2025) (DEVIATION 25-15)
52.236-21	Specifications and Drawings for Construction (AUG 2025) (DEVIATION 25-15)
52.240-90	Security Prohibitions and Exclusions Representations and Certifications (AUG 2025) (DEVIATION 25-23)
52.240-91	Security Prohibitions and Exclusions (AUG 2025) (DEVIATION 25-23)
52.240-93	Basic Safeguarding of Covered Contractor Information SYSTEMS (AUG 2025) (DEVIATION 25-23)
52.242-13	Bankruptcy (JUL 1995)
52.242-14	Suspension of Work (APR 1984)
52.243-4	Changes (JUN 2025) (DEVIATION 25-09)
52.244-2	Subcontracts (Jun 2020)
52.244-6	Subcontracts for Commercial Products and Commercial Services (SEP 2025)
52.246-12	Inspection of Construction (AUG 1996)
52.246-21	Warranty of Construction (MAR 1994)
52.248-3	Value Engineering-Construction (OCT 2020)
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (APR 2012) Alternate I (SEP 1996)
52.249-10	Default (Fixed-Price Construction) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991) (DEVIATION 26-10)

I.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES AND PROVISIONS INCORPORATED IN FULL TEXT

52.203-17 Contractor Employee Whistleblower Rights (NOV 2023)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 and Federal Acquisition Regulation (FAR) 3.900 through 3.905.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.900 through 3.905.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.225-9 Buy American – Construction Materials (OCT 2025) (DEVIATION 26-09)

(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. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
(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:
_____*[Contracting Officer to list applicable excepted materials or indicate "none"]*
(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-
(i) The cost of domestic construction material would be unreasonable.
(A) *For domestic construction material that is not a critical item or does not contain critical components*.
(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;
(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause.
(3) The procedures in paragraph (b)(3)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.
(B) *For domestic construction material that is a critical item or contains critical components*.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.
(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.
(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
(c) Request for determination of inapplicability of the Buy American statute.
(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-
(A) A description of the foreign and domestic construction materials;
(B) Unit of measure;
(C) Quantity;
(D) Price;
(E) Time of delivery or availability;
(F) Location of the construction project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.
(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Materis 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)

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

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments-

(1) *Types of invoice payments*. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is **30** days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the **30**th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (*e.g.,* each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (*e.g.,* release

of claims), acceptance is deemed to occur on the effective date of the contract settlement.
(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
(2) *Contractor's invoice*. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.
(i) Name and address of the Contractor.
(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)
(iii) Contract number or other authorization for work or services performed (including order number and line item number).
(iv) Description of work or services performed.
(v) Delivery and payment terms (*e.g.,* discount for prompt payment terms).
(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(x) Electronic funds transfer (EFT) banking information.
(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.,* 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.,* 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.
(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
(xi) Any other information or documentation required by the contract.
(3) *Interest penalty*. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
(i) The designated billing office received a proper invoice.
(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.
(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services

performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
(4) *Computing penalty amount*. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.
(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
(ii) The prompt payment regulations at 5 CFR1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.
(5) *Discounts for prompt payment*. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.
(6) Additional interest penalty.
(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if-
(A) The Government owes an interest penalty of $1 or more;
(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.
(ii)
(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-
(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and
(3) State that payment of the principal has been received, including the date of receipt.
(B) If there is no postmark or the postmark is illegible-
(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or
(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.
(b) *Contract financing payments*. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
(c) *Subcontract clause requirements*. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) *Prompt payment for subcontractors*. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.
(2) *Interest for subcontractors*. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause-
(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and
(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.
(3) *Subcontractor clause flowdown*. A clause requiring each subcontractor to-
(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and
(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
(d) *Subcontract clause interpretation*. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that-
(1) *Retainage permitted*. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;
(2) *Withholding permitted*. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and
(3) *Withholding requirements*. Permit such withholding without incurring any obligation to pay a late payment penalty if-
(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and
(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.
(e) *Subcontractor withholding procedures*. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall-
(1) *Subcontractor notice*. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;
(2) *Contracting Officer notice*. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;
(3) *Subcontractor progress payment reduction*. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;
(4) *Subsequent subcontractor payment*. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and-
(i) Make such payment within-
(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds

therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or
(B) Seven days after the Contractor recovers such funds from the Government; or
(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty;
(5) *Notice to Contracting Officer*. Notify the Contracting Officer upon-
(i) Reduction of the amount of any subsequent certified application for payment; or
(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying-
(A) The amounts withheld under paragraph (e)(1) of this clause; and
(B) The dates that such withholding began and ended; and
(6) *Interest to Government*. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until-
(i) The day the identified subcontractor performance deficiency is corrected; or
(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.
(f) Third-party deficiency reports-
(1) *Withholding from subcontractor*. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with 40 U.S.C. 3133, asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause-
(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and
(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.
(2) *Subsequent payment or interest charge*. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall-
(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or
(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.
(g) *Written notice of subcontractor withholding*. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying-
(1) The amount to be withheld;
(2) The specific causes for the withholding under the terms of the subcontract; and
(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.
(h) *Subcontractor payment entitlement*. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.
(i) *Prime-subcontractor disputes*. A dispute between the Contractor and subcontractor relating to the

amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
(j) *Preservation of prime-subcontractor rights*. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.
(k) *Non-recourse for prime contractor interest penalty*. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.
(l) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-
(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
(ii) Affected contract number and delivery order number if applicable;
(iii) Affected line item or subline item, if applicable; and
(iv) Contractor point of contact.
(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

52.252-4 Alterations in Contract (APR 1984)

Portions of this contract are altered as follows:

52.232-27 Prompt Payment for Construction Contracts (JAN 2017)
(a)(1)(i)(A) **30** days, changed from 14 days

(End of clause)

52.252-6 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 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) and DEPARTMENT OF HOMELAND SECURITY REGULATION (HSAR) (48 CFR CHAPTER 30) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.3 DEPARTMENT OF HOMELAND SECURITY REGULATION (HSAR) (48 CFR CHAPTER 30) CLAUSES INCORPORATED BY REFERENCE

3052.203-70	Instructions for Contractor Disclosure of Violations (SEP 2012)
3052.204-71	Contractor Employee Access. (JUL 2023) (HSAR DEVIATION 25-12)
3052.205-70	Advertisements, Publicizing Awards, and Releases (SEP 2012)
3052.209-70	Prohibition on Contracts With Corporate Expatriates (JUN 2006)
3052.211-70	Index for Specifications (DEC 2003)
3052.215-70	Key personnel or facilities (DEC 2003) (HSAR DEVIATION 26-08) *Site Superintendent*
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work (DEC 2003)
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility (DEC 2003)
3052.222-90	Local Hire (USCG) (JUN 2006)
3052.223-70	Removal or Disposal of Hazardous Substances-Applicable Licenses and Permits (JUN 2006) (HSAR DEVIATION 26-11)
3052.223-90	Accident and Fire Reporting (USCG) (DEC 2003)
3052.228-70	Insurance (DEC 2003)
3052.228-90	Notification of Miller Act Payment Bond Protection (USCG) (DEC 2003)
3052.236-70	Special precautions for work at operating airports (DEC 2003)
3052.242-72	Contracting Officer's Representative (DEC 2003)

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Attachment A	**Specification (13832866)**
Attachment B	**Drawings (M13832866)**
Attachment C	**SF24 Bid Bond Form**

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE

52.223-1 Biobased Product Certification (OCT 2025) (DEVIATION 26-12)

K.2 IN ADDITION TO THE ABOVE PROVISIONS INCORPORATED BY REFERENCE, THE FOLLOWING PROVISIONS ARE APPLICABLE TO THE SOLICITATION AND RESULTING CONTRACT:

FAR 52.209-7 Information Regarding Responsibility Matters (OCT 2018) (DEVIATION 25-27)

(a) Definitions. As used in this provision—
"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.
Registered in the System for Award Management (SAM) means that–
(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM
(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
(4) The Government has marked the record "Active".
Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.
(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation and at time of award (see FAR clause 52.204-13, System for Award Management Maintenance, for the requirement to maintain SAM registration during performance and through final payment).
(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.
(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one.
The Offeror should be prepared to provide the following information:
(1) Company legal business name.
(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(3) Company physical street address, city, state, and Zip Code.
(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company headquarters name and address (reporting relationship within your entity).
(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://ww.sam.gov for information on registration.

(End of provision

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

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

52.204-7 System for Award Management (AUG 2025) (DEVIATION 25-19)
52.214-3 Amendments to Invitations for Bids (OCT 2025) (DEVIATION 26-06)
52.214-4 False Statements in Bids (APR 1984);
52.214-5 Submission of Bids (OCT 2025) (DEVIATION 26-06)
52.214-6 Explanation to Prospective Bidders. (APR 1984)
52.214-7 Late Submissions, Modifications, and Withdrawals of Bids. (OCT 2025) (DEVIATION 26-06)
52.214-18 Preparation of Bids-Construction (APR 1984)
52.214-34 Submission of Offers in the English Language (APR 1991)
52.214-35 Submission of Offers in U.S. Currency (APR 1991)
52.216-1 Type of Contract. (OCT 2025) (DEVIATION 26-04)
52.228-1 Bid Guarantee (SEP 1996)
52.228-2 Additional Bond Security (OCT 1997)
52.233-2 Service of Protest (AUG 2025) (DEVIATION 25-25)

L.2 IN ADDITION TO THE ABOVE PROVISIONS INCORPORATED BY REFERENCE, THE FOLLOWING PROVISIONS ARE APPLICABLE TO THE SOLICITATION AND RESULTING CONTRACT:

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

(a) *Definitions*. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Provision)

52.252-5 Authorized Deviations in Provisions (NOV 2020)

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

(b) The use in this solicitation of any FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) and DEPARTMENT OF HOMELAND SECURITY REGULATION (HSAR) (48 CFR CHAPTER 30) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

L.3 Site Visit

Bidders are encouraged to inspect the site where the work will be performed.

Site visits can be arranged by appointment via the POC as below:

Name(s):	BMC Tyler T. Steffey; LCDR Rachel Thomas; BMC Brandon Frisoli
Address:	CG ANT PUERTO RICO 5 CALLE LA PUNTILLA SAN JUAN, PR 00901-0000, USA
Telephone:	(901) 605-5216
Email(s):	Tyler.T.Steffey@uscg.mil; Rachel.E.Thomas@uscg.mil; Brandon.C.Frisoli@uscg.mil

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SECTION M - EVALUATION FACTORS FOR AWARD

M.1 FEDERAL CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE

52.214-19 Contract Award-Sealed Bidding-Construction (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.
(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.
(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.
(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)