SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
	140FGA26R0037	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	07/24/2026	1		45

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	0044047193	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
FWS GAOA FWS, GAOA 5275 Leesburg Pike Falls Church VA 22041	FGA	johnny_luang-khot@ios.doi.gov

9. FOR INFORMATION CALL	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Johnny Luang-Khot	7033582313

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)*

-Statement of Work (9 pages)
-Wage Determination OH20260095 (6 pages)

11. The contractor shall begin performance within 10 calendar days and complete it within 50 calendar days after receiving

☐ award, ☒ notice to proceed. This performance period is ☐ mandatory ☒ negotiable. ***(See*** _____ ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☐ YES ☒ NO	0

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 1500 ***(hour)*** local time 08/14/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☒ is, ☐ is not required.

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

d. Offers providing less than 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)*

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

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

CODE FACILITY CODE

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

AMOUNTS ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

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

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

26. ADMINISTERED BY FGA

FWS GAOA
FWS, GAOA
5275 Leesburg Pike
Falls Church VA 22041

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 0 *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)*

Ryan Boisvert

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 09/01/2026 to 10/31/2026				
00010	Crack fill, seal, and paint Ottawa NWR Parking Lot				

Section	Title
Part I—The Schedule	
A	Solicitation/Contract Form
B	Prices
C	Description/Specifications/Statement of Work
D	Packaging and Marking
E	Inspection and Acceptance
F	Project Delivery
G	Contract Administration Data
H	Special Contract Requirements
Part II—Contract Clauses	
I	Contract Clauses
Part III—List of Documents, Exhibits, and Other Attachments	
J	List of Attachments
Part IV—Representations and Instructions	
K	Representations, Certifications, and other Statements of Offerors
L	Instructions, Conditions, and Notices to Offerors
M	Evaluation Factors for Award

Be advised that the controlling law regarding certain terms and conditions of this agreement remains unsettled by the Federal judiciary at the time of award and will be enforced only to the extent permitted by law. Notice will be provided regarding the legal outcomes that impact your agreement.

SECTION B – PRICES (QUOTE SCHEDULE)

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Unique Entity ID (12 Digits assigned by SAM.gov) _____ CAGE Code: _____

Name and Title of Firm's Point of Contact: _____

Phone Number: _____ Email Address: _____

This requirement is for one (1) Firm Fixed Price Construction contract for Leadville CO Exploratory Well.

Item no.	Item Description	Quantity	Unit of Measure	Unit Price	Total
00010	Crack fill, seal, and paint VC parking 1	1	JB	$	$
	GRAND TOTAL				**$**

(End of Section B)

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The Contractor shall furnish all labor, materials, equipment, and supervision required for the location described in the Statement of Work attachment.

Statement of Work

Ottawa National Wildlife Refuge (ONWR) Visitor Center Parking Lot Maintenance
West Parking Lot & RV Parking Lot, 14000 W State Route 2, Oak Harbor, OH 43449

PART 1 — GENERAL INFORMATION

Contractor shall provide all labor and materials to clean, crack fill, sealcoat, and restripe two existing parking lots located at the Ottawa National Wildlife Refuge Visitor Center.

1.1 Description of Work

The Contractor shall furnish all labor, materials, equipment, supervision, tools, and incidentals necessary to perform asphalt preventive maintenance and pavement marking services at the Ottawa National Wildlife Refuge Visitor Center West Parking Lot and RV Parking Lot. Work includes: surface cleaning, vegetation control at pavement joints/edges, hot-pour rubberized asphalt crack sealing, asphalt emulsion sealcoating (one coat), and pavement striping within the work area and in accordance with applicable standards and guidance (ASTM D6690; FHWA MUTCD 11th Edition; ADA 2010 Standards).

1.2 Background

The West and RV Lots require routine preventive maintenance to extend pavement life and refresh critical markings for visitor safety and compliance. The approximate quantities are estimates and should be correctly and accurately reflected in the contractors bid:

- West Lot: clean; vegetation control; crack sealing (~ 3,900 LF, targeting cracks 1/4–3/4 inch); single-coat sealcoat (~26,000 sq ft); restripe lines “as laid out.”
- RV Lot: clean; vegetation control; crack sealing (≈ 5,200 LF); single-coat sealcoat (~34,568 sq ft); restripe lines “as laid out.”

1.3 Objectives

- Deliver cost-effective, industry-standard pavement preservation to extend service life, improve appearance, and ensure safe/clear guidance for drivers and pedestrians.
- Refresh and standardize stall striping, accessible parking, EV charging stall markings, directional arrows, crosswalk(s), and no-parking areas per MUTCD/ADA or as currently exists within the work areas.
- Contractor shall identify any areas that are not structurally sound such as alligatored spider-web areas. Contractor shall remove and replace the damaged asphalt layer and any failed sub-based materials

beneath in accordance with applicable standards and guidance (ASTM D6690; FHWA MUTCD 11th Edition; ADA 2010 Standards).

- Period of Performance: September 1, 2026 – October 31, 2026.

1.4 Scope

Work includes two parking lots (West Lot & RV/Bus Lot); no structural pavement replacement is included. Quantities listed are approximate and provided for planning; the Contractor shall verify in the field during the pre-bid meeting and bid should reflect accurate quantities. More advanced alligatored spider-web areas identified in the existing scope areas shall be identified by the contractor during the pre-bid walk through. Such spider-web areas should not be crack sealed as it is not suitable because it does not address the underlying structural issues.

1.5 Period of Performance

September 1, 2026 – October 31, 2026 with all field work scheduled during suitable weather (see §5.6) and days and hours to minimize operational disruptions. (Seasonal application windows reflect industry guidance for emulsion sealers and MUTCD-conforming striping.)

1.6 General Information

Quality Control (Contractor): Maintain a project-specific QC plan addressing materials, mix design, application rates, weather checks, layout verification, and stripe tolerances (see §5.8).

Recognized Holidays: Work shall not be performed on Federal holidays unless otherwise approved by the Contracting Officer.
Hours of Operation: 7:00 a.m.–9:00 p.m. Eastern unless otherwise authorized by the Contracting Officer.
Place of Performance: ONWR Visitor Center—West Lot & RV/Bus Parking Lots.
Post-Award Conference / Progress Meetings: The Contractor shall attend a post-award kickoff and periodic status meetings as requested by COR.
Key Personnel: Project Manager/Site Superintendent with demonstrable experience in asphalt maintenance and MUTCD/ADA-compliant striping.

PART 2 — DEFINITIONS & ACRONYMS

MUTCD: Manual on Uniform Traffic Control Devices (FHWA, 11th Edition, effective Jan. 18, 2024).
ADA 2010 Standards: 2010 ADA Standards for Accessible Design—parking requirements (counts, dimensions, aisles, signage).
ASTM D6690: Standard Specification for hot-applied joint and crack sealants for concrete and asphalt pavements.

PART 3 — Work

1. Pre-bid/Preconstruction site walk through meetings are required and delineation of work areas.
2. Identification of any refuge-specific environmental constraints (e.g., sensitive habitats adjacent to lots).
3. Acceptance of submittals and layout plans.
4. Inspection/acceptance of completed work.

PART 4 — CONTRACTOR-FURNISHED ITEMS & RESPONSIBILITIES

- Materials:
    - Crack Sealant: Hot-pour, rubberized asphalt meeting ASTM D6690, Type II or III (moderate to most climates).
    - Sealcoat: Mineral-filled asphalt emulsion pavement sealer meeting manufacturer specs; submittals shall demonstrate conformance with recognized test methods (e.g., ASTM D2939 test methods) and current technical data. (SealMaster PMM/Ultra specs accepted if proposed; temperature & cure limitations apply.)
    - Traffic Paint: Waterborne acrylic pavement marking paint that meets federal performance references (e.g., TT-P-1952 types) or state DOT equivalents; include manufacturer TDS and VOC data.
- Equipment: Sweepers/blowers, crack-seal kettles with calibrated thermostatic controls, spray/squeegee sealcoating equipment, striping machines capable of consistent line widths and arrow templates, stencils for ADA and EV legends, and traffic control devices per MUTCD Part 6 (temporary traffic control).
- Traffic Control: Provide and maintain necessary cones, barricades, and detours to protect workers and the public; coordinate closures with the Refuge Manager and COR.

PART 5 — SPECIFIC TASKS

5.1 Project Areas & Feature Counts

West Parking Lot (Visitor Center):

- ~69 total stalls; 2 EV charging–designated stalls; 4 pedestrian crosswalks; ~4 accessible stalls to be restriped. *(Counts provided by Government, contractors shall confirm exact numbers during pre-bid and reflect on bid sheet.)*
- Vendor quote indicates approx. ~3,900 LF of crack sealing (1/4–3/4") and ~26,000 sq ft single-coat sealcoat (quantities are estimates and should be updated to accurately reflect the scope of work during the pre-bid and shown on the bid sheet).

RV Parking Lot:

- ~43 total stalls; ~10 directional arrows; ~1 pedestrian crosswalk; ~2 designated NO PARKING areas. *(Counts provided by Government, contractors must confirm exact numbers during pre-bid and reflect on bid sheet.)*
- Vendor quote indicates approx. ~5,200 LF of crack sealing and ~34,568 sq ft single-coat sealcoat (quantities are estimates and should be updated to accurately reflect the scope of work during the pre-bid and shown on the bid sheet.

5.2 Submittals (Prior to Field Work)

- Materials list & TDS: crack sealant (ASTM D6690 type), sealer product and mix design, traffic paint, beads (if used), and herbicide data sheet if applied.
- Layout plan: stall and aisle dimensions; accessible stalls and aisles per ADA; crosswalk and arrow locations; EV stall markings and sign plan per MUTCD; “NO PARKING” hatch areas.
- Work schedule with daily closures, phasing, and weather contingency plan (see §5.6).
- QC plan detailing tests/inspections, application rates, and acceptance tolerances.

5.3 Pre-Construction Meeting & Site Preparation

- Conduct a kickoff meeting with the COR; verify limits, phasing, and staging.
- Cleaning: Mechanical sweeping and high-velocity, oil-free air blowing to remove dust/debris prior to crack seal and sealcoat. (as identified in the bid sheet/contract award.)
- Vegetation control: Remove vegetation at joints and edges by mechanical means and/or application of a non-selective glyphosate herbicide per label and refuge policy.

5.4 Crack Sealing (Hot-Pour Rubberized Asphalt)

- Scope: Seal cracks from 1/4" to 3/4" using ASTM D6690 hot-applied sealant; do not seal alligatored “spider-web” areas. Crack sealing is not suitable for alligatored spider-web areas of an existing asphalt because it does not address the underlying structural issues. Spider-web cracking indicates that the pavement structure has been overstressed and is not strong enough to support the weight and frequency of vehicle use.
- Preparation: Clean/dry cracks; heat per manufacturer; maintain kettle temperature within recommended ranges; apply with overband (≤2" width) only where needed for adhesion.
- Quantities (approx.): West ≈ 3,900 LF; RV ≈ 5,200 LF; field verify and report variances to COR.

5.5 Sealcoating (Asphalt Emulsion, One Coat)

- Scope: Single-coat seal of ≈26,000 sq ft (West Lot) and ≈34,568 sq ft (RV Lot), applied to manufacturer specifications; do not apply over fresh crack seal until properly set.
- Materials: Polymer-modified asphalt emulsion pavement sealer; submit TDS and mix design (water, aggregate, additives).

- Application & Rates: Apply uniformly by spray or squeegee at rates consistent with manufacturer guidance for one coat (typical parking lot coverage per coat is ~85–95 sq ft/gal mixed, depending on product and aggregate; Contractor to propose exact rate in submittals).
- Weather & Cure: Do not apply if ambient or surface temperature <50°F within 24 hours post-application or if rain is forecast; allow sufficient cure time before opening to traffic and before striping.

5.6 Pavement Markings & Signage (Re-Striping)

All markings shall conform to MUTCD 11th Edition (Part 3 — Markings; Part 7 — School Areas if applicable) and manufacturer recommendations for line widths and durability.

West Lot:

- Stalls: Repaint 69 stalls in white with consistent dimensions and offsets; aisles delineated per layout plan. *(Count provided by Government.)*
- Accessible Parking: Restripe ~4 accessible stalls and aisles to meet ADA 2010 dimensions (car space ≥96" wide with 60" aisle; van space either 132" with 60" aisle or 96" with 96" aisle or using existing layouts and dimensions). At least 1 of the 4 shall be van-accessible; mark access aisles to discourage parking.
- EV Charging Stalls: Re-mark 2 EV-designated stalls; word legends and/or plaques and any regulatory signs shall comply with MUTCD and FHWA guidance (e.g., R7-113 “No Parking Except While Charging,” or agency-approved legend).
- Crosswalks: Re-stripe 4 pedestrian crosswalks using high-visibility patterns (e.g., ladder/continental) or two transverse lines as directed by COR; width and spacing per MUTCD Part 3.

RV Lot:

- Stalls: Repaint 43 stalls in white; verify any oversized stall dimensions for RVs per COR. *(Count provided by Government; contractor to verify and bid should reflect current parking area layout.)*
- Directional Arrows: Apply 10 directional arrows sized for lot speed (typ. 8–12 ft length; conforming arrow style per MUTCD); color white unless otherwise directed.
- Crosswalk: Re-stripe 1 crosswalk as per West Lot approach.
- NO PARKING Areas: Stripe 2 zones with diagonal hatch/chevrons in contrasting color; wording legends if required by COR; locate to maintain clearance sightlines and pedestrian routes.

Materials & Visibility:

- Paint: Waterborne acrylic traffic paint; submit color schedule (white stalls/arrows/crosswalks; blue ADA stall symbol/background as directed); dry and recoat times per TDS.

- Retroreflectivity: Where night visibility is specified, apply drop-on glass beads per AASHTO M247 at rates recommended by the paint manufacturer; review MUTCD §3A.05 retroreflectivity guidance for agency needs.
- EV Wayfinding/Regulatory Signs (if requested by COR): Conform to MUTCD 11th Edition and FHWA EV signage guidance; finalize legends and plaques with COR (e.g., R7-113; time-limit plaques per policy).

5.7 Environmental Protection

Protect adjacent habitat, landscaping, drains, and structures from overspray, materials tracking, and runoff; plug/cover storm drains during application as needed; collect all waste and dispose per regulations and manufacturer guidance. (Sealcoating and paint VOC and stormwater considerations apply.)

5.8 Quality Control / Acceptance

- Crack sealant: Verify material type (ASTM D6690) and kettle temps; perform adhesion checks; ensure no tracking and proper fill.
- Sealcoat: Confirm mix design and application rates; verify cure prior to traffic; uniform appearance without streaks/ridges.
- Striping: Verify line widths (e.g., 4" typical stalls; 6" crosswalk bars/transverse lines unless ladder bars specified), alignment, color, and legends; confirm ADA stall/aisle dimensions and signage; confirm arrow shape/size per MUTCD.
- Documentation: Daily logs of quantities and weather; photographs before/after; materials tickets and batch/mix records.

5.9 Warranty

Provide one-year warranty on workmanship and materials for crack sealing, sealcoat, and striping, excluding damage due to abnormal loads, snowplow abrasion, or chemical spills.

PART 6 — APPLICABLE PUBLICATIONS (Current Editions)

- FHWA MUTCD — 11th Edition (Dec. 2023; effective Jan. 18, 2024).
- ADA 2010 Standards (Parking & Restriping Guidance).
- ASTM D6690 — Hot-Applied Joint and Crack Sealants.
- AASHTO M247 — Glass Beads Used in Pavement Markings.
- SealMaster PMM/Ultra Technical Specifications (example manufacturer references for asphalt emulsion sealcoat and application conditions).
- FHWA Memorandum: Regulatory Signs for EV Charging & Parking Facilities (R7-series).

PART 7 — ATTACHMENTS / TECHNICAL EXHIBIT

Technical Exhibit 1 — Performance Requirements

Performance Objective	Standard	Performance Threshold	Method of Surveillance
PRS #1 — Submittals & Schedule The Contractor shall	All required documents submitted and approved prior to mobilization; kickoff held before field work.	Zero late submittals; schedule meets PoP and weather window.	Periodic surveillance; COR review and approval.
PRS #2 — Crack Sealing Perform crack	Cracks 1/4–3/4" sealed; uniform adhesion; no tracking; no spider-web areas sealed.	Zero defects beyond minor touch-ups; temperatures documented; quantities match plan ±10%.	Field inspection during/after application; daily logs.
PRS #3 — Sealcoating Apply single-coat asphalt emulsion sealcoat per §5	Uniform finish; cure time observed; no puddling, ridging, or contamination.	Zero applications below minimum temperature/cure requirements; uniformity acceptable to COR.	Field inspection; TDS & batch tickets; photos.
PRS #4 — Pavement Markings Stripe stalls, ADA, EV, arrows, crosswalks, and NO PARKING per §	Dimensions, colors, and legends meet MUTCD/ADA; accessible counts & signage verified; arrows and crosswalks correctly placed.	Zero deviations from ADA critical dimensions; ±1/4" tolerance on stripe widths; legends readable/consistent.	Final inspection; tape measure verification; photos; signage checklists.
PRS #5 — Safety & Environmental Protection Implement traffic control and protect adjacent	Proper barricades; no overspray/runoff; storm drains protected; clean site.	Zero safety violations; zero environmental incidents.	Daily observation; incident reporting.

Execution & Scheduling Notes (Weather Window & Access)

- Seasonal window: Target May–October in NW Ohio; confirm forecast and temperatures (≥ 50°F through cure) before each application day; identify rain dates in the schedule.
- Staging & closures: Coordinate phasing to keep visitor access; lots may be closed in sections to maintain refuge operations.

References Used

- Standards: ASTM D6690 (crack sealant), MUTCD 11th Edition (markings/signage), ADA 2010 (accessible parking), AASHTO M247 (glass beads), and representative sealcoat manufacturer specifications.

(End of Section C)

SECTION D – PACKAGING AND MARKING

D.1.0 PAYMENT OF POSTAGE FEES

All postage and fees related to submitting information forms, reports, etc., to the CO or the COR shall be paid by the contractor.

D.2.0 MARKING

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the Contract Number of the contract for which the information is being submitted.

(End of Section D)

SECTION E – INSPECTION AND ACCEPTANCE

The following clauses are incorporated by reference:

52.246-12	Inspection of Construction	AUG 1996

(End of Section E)

SECTION F – PROJECT DELIVERY

F.1.0 PERIOD OF PERFORMANCE

10/01/2026-11/31/2026

F.2.0 PROGRESS PLAN

At the prework conference, the Contractor shall provide to the COR a written "work progress plan" that details its proposed work force and schedule to provide for orderly completion of the work within the contract performance time. This work schedule must be acceptable to the Government. At a minimum, the schedule must reflect a work progress rate equal to the available amount of contract performance time.

The following clauses are incorporated by reference:

52.242-14	Suspension of Work	APR 1984

**The following clauses are provided in full text:

52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition (Dec 2023). As prescribed in 4.2306(c).

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

Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;
(B) Name of the covered article or source subject to a FASCSA order;
(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
(D) Brand;
(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(F) Item description;
(G) Reason why the applicable covered article or the product or service is being provided or used;
(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.
(c) *Notice and reporting requirement.*
(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.
(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.
(3)
(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:
(A) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.
(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.
(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:
(i) Within 3 business days from the date of such identification or notification:
(A) Contract number;
(B) Order number(s), if applicable;
(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;
(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
(F) Brand;
(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(H) Item description; and
(I) Any readily available information about mitigation actions undertaken or recommended.
(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
(A) Any further available information about mitigation actions undertaken or recommended.
(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.
(d) *Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.
(e) *Subcontracts*.
(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.
(End of clause)

Alternate I (Dec 2023). As prescribed in 4.2306(c), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic clause:
(b) *Prohibition.* (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).
[*Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:*]
Yes □ No □ DHS FASCSA Order
Yes □ No □ DoD FASCSA Order
Yes □ No □ DNI FASCSA Order

Alternate II (Dec 2023). As prescribed in 4.2306(c)(2)(ii), substitute the following paragraph (b) in place of paragraph (b) of the basic clause. This clause applies to each order as identified by the Contracting Officer.

(b) *Prohibition.* (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).
[*Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:*]
Yes □ No □ DHS FASCSA order
Yes □ No □ DoD FASCSA order
Yes □ No □ DNI FASCSA order
(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1) of this clause.
(3) The Government may identify in the request for quotation (RFQ) or in the notice of intent to place an order additional FASCSA orders that are not in SAM, but are effective and apply to the order.
(4) A FASCSA order issued after the date of the RFQ or the notice of intent to place an order applies to this contract only if added by an amendment to the RFQ or in the notice of intent to place an order or added by modification to the order (see FAR 4.2304(c)). However, see paragraph (c) of this clause.
(5)(i) If the contractor wishes to ask for a waiver, the Contractor shall disclose the following:
(A) Name of the product or service provided to the Government;
(B) Name of the covered article or source subject to a FASCSA order;
(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
(D) Brand;
(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(F) Item description;
(G) Reason why the applicable covered article or the product or service is being provided or used;
(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) of this clause to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and may instead make award to an offeror that does not require a waiver.
(End)

52.211-10 – COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 50 days after the date the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

(End of Section F)

SECTION G – CONTRACT ADMINISTRATION DATA

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP) (February 2021)

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

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

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

1. Invoice billed according to contract line items and rates.
2. Certified payrolls and Statement of Compliance in accordance with clause 52.222-8.
3. If the partial payment is billed and the invoice states a lump sum, the invoice shall include an itemized breakdown and narrative progress summary of the work performed during this invoice period.
4. If final payment is billed, the last invoice shall state "FINAL".
5. Contractor's Release of Claims shall be submitted with the final invoice.

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

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

(End of Local Clause)

(End of Section G)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

(EPA/USDA/EnergyStar sustainability compliance language) between one-half hour before sunrise to one-half hour after sunset each day. No work will be performed on Saturday, Sunday, or Federal holidays unless authorized by the COR.

H.2.0 ENVIRONMENTAL INTERRUPTION OF WORK

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

monetary compensation for such suspensions regardless of duration. An allowance has been included in the contract time for environmental delays. The count of contract time will therefore continue during all periods of suspension due to normal weather conditions, including fire danger. The Contractor will not be entitled to additional contract time for any suspensions except to the extent that they are due to unusually severe weather conditions.

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

H.3.0 DRAWINGS

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

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

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

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

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

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

H.5.0 SUBSTITUTION – PROCESSION OF WORK

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

H.6.0 ENVIRONMENTAL IMPACT

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law, including, but not limited to Executive Order 12088, 13 October 1978, Federal Compliance with Pollution Control Standards; the Federal Water

Pollution Control Act, as amended (33 U.S.C. 1251 ET SEQ); the Clean Air Act as amended (42 U.S.C. Sec 7401 ET SEQ); the Endangered Species Act, as amended (16 U.S.C. Sec 1531, ET SEQ); the Toxic Substances Control Act, as amended (15 U.S.C. Sec 2601, ET SEQ); the National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ); the Solid Waste Disposal Act, as amended (42 U.S.C. 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 U.S.C. Sec 469, ET SEQ). Should the United States Government be held liable for any neglect or improper actions by the contractor or any subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

H.7.0 HAZARDOUS MATERIALS

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

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

H.8.0 UNAUTHORIZED PERSONNEL

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

H.9.0 DAVIS-BACON WAGE RATES APPLICABLE TO TRUCK DRIVERS

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

H.10.0 FIRE DANGER SEASON

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

(End of Section H)

SECTION I – CONTRACT CLAUSES

The following clauses are incorporated by reference:

Clause	Title	Date
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
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation By Reference of Representations and Certifications	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities	DEC 2023
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.213-4	Terms and Conditions – Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (DEVIATION FEB 2025)	DEVIATION FEB 2025
52.219-6	Notice of Total Small Business Set-Aside	NOV 2020
52.219-28	Post-Award Small Business Program Representation	JAN 2025
52.222-1	Notice to the Government of Labor Disputes Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-9	Apprentices and Trainees (DEVIATION FEB 2025)	JUL 2025
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination – Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-50	Combating Trafficking in Persons	OCT 2025
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022

52.223-2	Reporting of Biobased Products Under Service and Construction Contracts (DEVIATION FEB 2025)	DEVIATION FEB 2025
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.223-10	Waste Reduction Program (DEVIATION FEB 2025)	DEVIATION FEB 2025
52.223-23	Sustainable Products and Services (DEVIATION FEB 2025)	DEVIATION FEB 2025
52.225-9	Buy American—Contruction Materials	OCT 2022
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	JUN 2020
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Individual Surety – Pledges of Assets	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	DEC 2022
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.232-5	Payments Under Fixed-Price Construction Contracts	MAY 2014
52.232-18	Availability of Funds	APR 1984
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 2018
52.232-39	Clause for unenforceability of unauthorized obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-1	Disputes	MAY 2014
52.233-1	Dispuits-Alternate 1	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence By the Contractor	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities	NOV 2024
52.243-5	Changes and Changed Conditions	APR 1984

52.244-6	Subcontracts for Commercial Products and Commercial Services. (DEVIATION FEB 2025)	DEVIATION FEB 2025
52.246-21	Warranty of Construction	MAR 1994

The following clauses are provided in full text:

52.225-9 – BUY AMERICAN–CONSTRUCTION MATERIALS (OCT 2022)

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

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

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

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means—

(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:

None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i)The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components*.

(1)The cost of a particular domestic construction material *subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;*

(2)For construction *material that is not a COTS item and does not consist wholly or* predominantly of iron or steel or a combination of both*, if the cost of a particular* domestic construction material *is determined to be unreasonable or there is no domestic* offer *received, and the low* offer *is for* foreign construction material *that is manufactured in the* United States *and does not exceed 55 percent domestic content, the* Contracting Officer *will treat the lowest* offer *of* foreign construction material *that exceeds 55 percent domestic content as a domestic* offer *and determine whether the cost of that* offer *is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause.*

(3)The procedures in paragraph (b)(3)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components*.

(1)The cost of a particular domestic construction material *that is a* critical item *or contains* critical components*, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the* critical item *or* construction *material containing* critical components *listed at FAR 25.105.*

(2)For construction *material that does not consist wholly or* predominantly of iron or steel or a combination of both*, if the cost of a particular* domestic construction material *is determined to be unreasonable or there is no domestic* offer *received, and the low* offer *is for* foreign construction material *that does not exceed 55 percent domestic content, the* Contracting Officer *will treat the lowest foreign* offer *of* construction *material that is manufactured in the* United States *and exceeds 55 percent domestic content as a domestic* offer*, and determine whether the cost of that* offer *is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause.*

(3)The procedures in paragraph (b)(3)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
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 (JUL 2000)

(a) The Contractor shall submit one of the following payment protections: None

(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 14 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)

1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

1452.203-70 Restrictions on Endorsements. Restriction on Endorsements - Department of the interior (JUL 1996)

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

(End of clause)

1452.204-70 RELEASE OF CLAIMS (JUL 1996)

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

(End of clause)

1452.215-70 Examination of Records by the Department of the Interior. Examination of Records by the Department of the Interior (APR 1984)

For purposes of the Examination of Records by the Comptroller General clause of this contract (FAR 52.215-1), the Secretary of the Interior, the Inspector General, and their duly authorized representative(s) from the Department of the Interior shall have the same access and examination rights as the Comptroller General of the United States.

(End of clause)

1452.236-70 PROHIBITION AGAINST USE OF LEAD-BASED PAINT—DEPARTMENT OF THE INTERIOR (JUL 1996)

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

(End of clause)

(End of Section I)

SECTION J – LIST OF ATTACHMENTS

-Statement of Work (9 pages)
-Wage Determination OH20260095 (6 pages)

(End of Section J)

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

The following clauses are incorporated by reference:

52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
52.204-17	Ownership or Control of Offeror	AUG 2020
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	NOV 2015
52.223-4	Recovered Material Certification	MAY 2008
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan-Certification	AUG 2009
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	JUN 2020

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

The following provisions are provided in full text:

52.204-8 – ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2025)

As prescribed in 4.1202(a), insert the following provision:

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 238990 Commercial and Institutional Building Construction.

(2) The small business size standard is $19 million

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is 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.

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) □ Paragraph (d) applies.

(ii) □ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless–

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

__ (i) 52.204-17, Ownership or Control of Offeror.

__ (ii) 52.204-20, Predecessor of Offeror.

__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change
_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-24 – REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered 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" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 – Covered Telecommunications Equipment or Services-Representation (Oct 2020)

As prescribed in 4.2105(c), insert the following provision:

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) *Representation.* The Offeror represents that it □ does, □ does not provide covered 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.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.204-29 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (Dec 2023). As prescribed in 4.2306(b).

(a) *Definitions.* As used in this provision, *Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system,* and *Source* have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures*.

(1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(*https://www.sam.gov)* for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016) As prescribed in 9.104-7(d), insert the following provision:

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

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

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

(b)The Offeror represents that–

(1)It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

(End of provision)

(End of Section K)

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1.0 GENERAL. This Request for Quotation (RFQ) is set aside for small business concerns. An award notice will be posted on the Government Point of Entry website located at sam.gov upon award. The award notice will include the awardee's name and address and total award amount.

L.1.1 CHECKLIST. In order for a quote to be considered responsive, the quoter shall submit the information listed in the checklist below. Failure to submit all of the required information prior to the closing of the solicitation (see Block 8 of the SF 1442) will result in the quote not being considered for award.

Quote Submission Checklist: Respondents Initials of Items Included in Submission

1. Completed SF 1442 (Blocks 14 thru 20C). 1._____
2. Signed Amendment(s)- SF30s (if Applicable) 2. _____
3. Pricing for Items on the Quote Schedule (Section B) 3._____
4. Contractor Evaluation Documentation per Section L.2.1.3._____
5. Representation and Certifications per FAR Provision 52.204-8 6._____
    i. *Provision does not need to be filled out if information is already entered into the System for Award Management (SAM.gov). If information is already entered into SAM, please state so.*

L.1.2 Electronic Response. The quotation MUST be electronically submitted via e-mail to johnny_luang-khot@ios.doi.gov by August 14, 2026 3:00pm Mountain Time.

L.1.3 Requests for Information. Questions regarding this solicitation must be submitted in writing to Johnny Luang-Khot via e-mail to johnny_luang-khot@ios.doi.gov by July 30, 2026 3:00pm Mountain Time.

L.2.0 QUOTATION INSTRUCTIONS.

L.2.1 FORMAT AND CONTENT

L.2.1.1 Submit the completed Standard Form 1442 and all acknowledged amendments, if any.

L.2.1.2 Evaluation Factor, Price. The Respondent shall submit a completed Quote Schedule (Section B). The Respondent shall enter unit prices and extended totals for each item listed in the Quote Schedule. The line item price shall include all necessary supervision, management, labor, transportation, equipment, materials, any other direct incidental costs, overhead and profit.

L.2.1.3 Evaluation Factor, Technical Capabilities and Ability to Deliver.
Provide documentation confirming ability to perform required services. Documentation submitted may include but will not necessarily be limited to: organizational charts, resumes, professional qualifications, previous collaborations and certifications necessary for satisfactory performance of required services and construction. The response on Technical Ability to Deliver is limited to 5 pages Maximum. Proposal responses exceeding the 5-page maximum shall not be considered.

Evaluation Factor 2: Recent Relevant Experience
Provide the minimum requested project information on at least two (2) relevant projects completed within the last (5) years
- Offeror(s) shall provide the following:

- Describe the Team's past experience in successfully completing projects of Similar Scope and Complexity. Include any specialty contractors and their information that were used and are part of the Contractor's team.
-Provide a list of Similar sized projects.
-Identification of Projects: For each Project identified, provide the following information:
  - Name of Project;
  - Owner/Customer;
  - Location of Project (include address);
  - Description of the delivery method and integration of design and construction, identifying the firm(s) role as a prime consultant, subconsultant, contractor, subcontractor, or other;
  - Project description and applicability and relevance of the referenced Project to the evaluation criteria for this Project.

L.2.1.4 The Respondent shall complete and submit all applicable Representations, Certifications and Other Statements of Offerors. In accordance with FAR 4.1201, representations and certifications shall be submitted to the System for Award Management (www.sam.gov) and updated at least annually to ensure they are kept current, accurate, and complete.

L.2.1.5 Executed Bid Guarantee in accordance with provision 52.228-1, if required.

**The following provision is incorporated by reference:

Provision	Title	Date
52.204-7	System for Award Management	NOV 2024
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.222-5	Construction Wage Rate Requirements – Secondary Site of the Work	MAY 2014
52.228-1	Bid Guarantee	SEP 1996
52.228-17	Individual Surety Pledge of Assets	FEB 2021

**The following provisions and clauses are provided in full text:

52.222-5 – CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)

(a)

(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)

(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

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)

52.236-27 – SITE VISIT (CONSTRUCTION) (FEB 1995)

(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:

Ron Huffman ron_huffman@fws.gov

(End of Provision)

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

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

Federal Acquisition Regulation: https://www.acquisition.gov/far/
Department of the Interior Acquisition Regulation (CFR, Title 48, Chapter 14): http://www.ecfr.gov/cgi-bin/text-idx?SID=46fff09635987db3af784ea3c7efc2e0&mc=true&tpl=/ecfrbrowse/Title48/48cfrv5_02.tpl#1400

(End of provision)

1452.215-71 Use and Disclosure of Proposal Information - Department of the Interior. Use and Disclosure of Proposal Information - Department of the Interior (APR 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) “Trade Secret” means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) “Confidential commercial or financial information” means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers “commercial and financial information obtained from a person and privileged or confidential,” and exemption (9), which covers “geological and geophysical information, including maps, concerning wells.”

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

“The information specifically identified on pages of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract.”

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

“This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal.”

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence

that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of provision)

(End of Section L)

SECTION M – EVALUATION FACTORS FOR AWARD

M.1.0 BASIS OF AWARD.

This solicitation is conducted under simplified acquisition procedures and will result in the award of (1) Firm Fixed-Price Construction Purchase Order in accordance with the provisions herein this section.

The Government intends to award, without discussions, to the responsible respondent submitting a technically-acceptable proposal with the lowest evaluated price determined to be fair and reasonable.

M.1.2 Evaluation Approach

This award will be made based off Lowest-Price Technically Acceptable (LPTA) conducted under FAR Part 13 (13.106-2) using a Lowest-Price Technically Acceptable (LPTA) basis. The LPTA process is a simplified best value source selection strategy that permits the best value to result from the selection of the technically acceptable proposal with the lowest price. While evaluating proposals utilizing LPTA, price, recent relevant experience, and technical are the 3 evaluation factors. If the lowest priced evaluated is considered a technically acceptable offer that offer represents the best value for the government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers. If the lowest priced offeror is not considered technically acceptable, the next lowest priced offeror will be evaluated, and the process will continue (in order by price) until an offeror is determined to be technically acceptable or until all offerors are evaluated. The Contracting Officer shall then make an integrated assessment best value award decision or make the decision to make no award at all.

M.1.3 Factors to be Evaluated

The following evaluation factors will be used to evaluate each proposal:
FACTOR 1 – Price
FACTOR 2 – Technical Capabilities and Ability to Deliver
FACTOR 3 – Recent Relevant Experience

(End of Section M)