REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

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

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
W912WJ26QA122	25 JUN 2026			

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

6. DELIVER BY (Date)

5b. FOR INFORMATION CALL (NO COLLECT CALLS)

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
JENNIFER SAMELA	978	318-8324

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

9. DESTINATION
a. NAME OF CONSIGNEE

8. TO:

a. NAME	b. COMPANY	b. STREET ADDRESS

c. STREET ADDRESS	c. CITY

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

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

08 JUL 2026

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

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

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

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

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

13. NAME AND ADDRESS OF QUOTER

a. NAME OF QUOTER		
b. STREET ADDRESS		
c. COUNTY		
d. CITY	e. STATE	f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

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

Section A - Solicitation/Contract Form

Instrument Name: Gatehouse Exterior Stair Repair, Townshend Lake, Townshend, VT

Product Service Code : Y1QA

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Penetrating Sealer Product Service Code: Y1QA North American Industry Classification System (NAICS): 238110 Pricing Arrangement: Firm Fixed Price	1	Job		
0002	Concrete Repairs North American Industry Classification System (NAICS): 238110				
0002AA	Concrete Repairs, First 17 Square Feet Product Service Code: Y1QA Pricing Arrangement: Firm Fixed Price	17	Square Foot		
Option Line Item 0002AB	Concrete Repairs, Over17 Square Feet Product Service Code: Y1QA Pricing Arrangement: Firm Fixed Price	10	Square Foot		
0003	Floor Drain Extension Product Service Code: Y1QA North American Industry Classification System (NAICS): 238110 Pricing Arrangement: Firm Fixed Price	1	Job		
0004	Crack Repairs North American Industry Classification System (NAICS): 238110				
0004AA	Crack Repairs, First 76 Linear Feet Product Service Code: Y1QA Pricing Arrangement: Firm Fixed Price	76	Linear Foot		

Option Line Item 0004AB	Crack Repairs, Over 76 Linear Feet Product Service Code: Y1QA Pricing Arrangement: Firm Fixed Price	25	Square Foot		
0006	Curb Reconstruction Product Service Code: Y1QA North American Industry Classification System (NAICS): 238110 Pricing Arrangement: Firm Fixed Price	7	Square Foot		

Section C - Description/Specifications/Statement of Work

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

THE MANDATORY SOLICITATION SURVEY SHALL BE COMPLETED IN ITS ENTIRETY AND RETURNED WITH QUOTES. FAILURE TO DO SO MAY RESULT IN QUOTES BEING DEEMED NON-RESPONSIVE AND REMOVED FROM CONSIDERATION.

GATEHOUSE EXTERIOR STAIR REPAIR

TOWNSHEND LAKE

TOWNSHEND, VT

STATEMENT OF WORK

A. General Description of the Work to be Performed

1. Description of Work: Furnish all labor, materials, and equipment necessary to complete the following Gatehouse Exterior Stair Repair at Townshend Lake in accordance with the following Statement of Work, Specifications and Drawings.

The contractor shall complete concrete, crack, and sealing repairs on the exterior stairs that are located on the West Face of the gatehouse tower. All repairs shall involve sounding and finding limits of repairs, removal of deteriorated concrete, surface preparation, concrete, crack, and sealer repairs to the stairs. The contractor shall sound all repair areas to find the extents of the repairs and shall remove the unsound concrete to a minimum depth of three (3) inches, or to the extent of unsound concrete. The contractor will then repair the unsound concrete area to the original thickness and will match the existing or intended profiles.

The contractor shall repair cracks using joint sealant. Cracks shall be cleared of all loose material before applying sealant.

Floor drain piping shall extrude further than existing and be made of hot dipped galvanized steel and sized to be 1/8" diameter larger than existing drainpipe. A hydrophilic type of sealant will be used to combine the two sections of pipe and create a watertight seal.

2. Existing Conditions:

a. Access -

i. The spillway bridge is one hundred sixty four (164) feet long and has a twelve (12) foot wide roadway. The spillway bridge is limited to the load rating and shall not exceed the inventory limit of nineteen (19) tons for H-15 vehicles and thirty four (34) tons for HS-20 vehicles.

ii. The service bridge provides access to the Gatehouse connecting from the top of the Dam to the Operating Floor. The service bridge is one hundred seventy three (173) feet long with a ten (10) foot wide roadway and railings on both sides. Use of the service bridge is limited to the load rating and shall not exceed the inventory limit of sixteen (16) tons for H-20 vehicles and twenty eight (28) tons for HS-20 vehicles.

iii. The base of the gate tower is accessed via a dirt road along the upstream toe of the dam that leads to an approximately one hundred by fifty foot (100' x 50') crane pad. This road is subject to debris accumulation which may restrict access.

iv. Access to the exterior stairs via the interior of the gatehouse.

b. Exterior Stairs - The underside of the exterior stairs are showing signs of deterioration, with issues including scaling, delaminating, honeycombing, and spalling. This includes an approximately seven (7) square-foot spall beneath a railing post at elevation 545.5, six (6) smaller spalls, and voids along the curbs, and where stairs abut the slabs. Rebar is exposed in at least one location. There are approximately seventy-six (76) linear feet of cracks present throughout the structure. An improperly routed floor drain is compounding these problems by discharging water directly onto the curb.

4. Flood Event: If a flood event should occur during the prosecution of work, the Contractor shall remove/relocate all Contractor related items from the base of the gatehouse to ensure no construction material is flooded. The Contractor shall be given twenty-four (24) hours notice by the Technical Point of Contact.

5. Photographs: The photographs included in Appendix A are intended to show the approximate conditions existing at the site. Items shown are not generally shown in their entirety. The Government does not guarantee that the conditions shown in the photographs will exist at the time of the performance of the work, and the Contractor is advised to make their own investigation of existing conditions.

6. Pre- and Post-Construction Photographic Survey: The Contractor shall perform pre- and post-construction photographic surveys of the project site with the Technical Point of Contact to document existing site conditions. These photographic surveys shall include still photographs in sufficient quantity to fully document the existing condition of all features within the project site which may be impacted by construction activities, such as structures, existing pavement, all existing pavement markings, sidewalks, curbing, fencing, vegetation, trees and limbs, lights, light poles, power poles, signs, and other pertinent features, as appropriate. A written narrative shall be prepared by the Contractor which organizes and summarizes the findings of the pre- and post-construction photographic survey photograph. The written narrative, together with the photographs, shall constitute a "Pre-construction Photographic Survey Report" and a "Post-construction Photographic Survey Report", which shall be submitted to the Technical Point of

Contact for approval. No on-site work shall be performed until the "Pre-construction Photographic Survey Report" has been approved. Damage to items remaining or to be reused caused by the Contractor's operations shall be repaired by the Contractor at no additional expense to the Government.

7. Site Visits: Contact the Technical Point of Contact to arrange a site visit. The Technical Point of Contact for this contract is Civil Engineering Technician Scott Bockus, 978-318-8468 or scott.s.bockus@usace.army.mil

Interested vendors should conduct a site visit to confirm understanding of the scope, inspect existing conditions, and familiarize themselves with the site(s) prior to submitting a quote. No extra payment will be allowed for perceived additional work caused by unfamiliarity with site conditions and requirements.

8. Schedule: The work shall be completed 120 days from Notice to Proceed . The Contractor will coordinate with the Government for the estimated start date of field work. Work shall be performed Monday through Friday 7:00 AM to 3:30 PM unless otherwise approved by the Technical Point of Contact. No work shall be performed on weekends or Government holidays.

B. Measurement and Payment

The Payment item for the work of this contract for which contract job payments will be made is listed in the Bidding Schedule and is described below. The job price payment made for the item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided. All costs for items of work which are not specifically mentioned to be included shall be included in this item.

C. General Project Requirements

1. Work Site. The site of the work is at the US Army Corps of Engineers New England District at Townshend Lake, in Townshend, VT. All rules and regulations of the facility covering general safety, security, sanitary requirements, pollution control and traffic regulations shall be observed by the Contractor.

2. Security. The Contractor shall report any vandalism, suspicious activities or devices to the Technical Point of Contact or local police as soon as possible. The Technical Point of Contact will notify the Contractor of any heightened security measures and will expect vigilant monitoring of equipment, grounds and security fencing while working. At a heightened security posture, there may be work areas that are restricted. The Technical Point of Contact will notify the Contractor of these restricted areas, and work may be delayed or restricted or will be performed in these areas under the direct supervision of U.S. Army Corps of Engineers personnel.

At the close of each workday, Government facilities, equipment, and materials shall be secured. The Contractor shall be responsible for maintaining a secure construction site and ensure the area of the scope of this contract is secure at all times during and after work hours.

All project work and conduct of construction activity shall comply with security requirements, regulations, and policies as specified in the Statement of Work.

No alcoholic beverages or drugs are allowed on the project site. If found in violation the violator shall be requested to leave the premises immediately.

3. Identification of Equipment and Tools. Affix to Contractor- or Subcontractor-owned machinery, motor vehicles, equipment, and tools, clearly legible identification showing the Contractor's or Subcontractor's name, and where space permits, address and telephone number, so as to distinguish them from Government-owned items and can be returned to the rightful owner if inadvertently left on Government property.

4. Contractor's Responsibility. The Contractor shall furnish all plant, labor, equipment and materials and carry out all operations as necessary to accomplish the work of this project as described in this document and on the contract drawings.

5. Commencement, Prosecution and Completion of Work. The Contractor shall employ ample personnel and sufficient equipment to accomplish the work of this project, within the prosecution period specified in the SPECIAL CONTRACT REQUIREMENTS, Subpart COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) FAR 52.211-10. Restrictions concerning the prosecution and completion of work are as follows:

a. The Contractor shall attend a Preconstruction Conference in person prior to the start of on-site construction work (see paragraph entitled "Preconstruction Conference", below).

b. The on-site work is restricted to 0700 (7:00 AM) to 1530 (3:30 PM), Monday through Friday. See Paragraph C 11 "Hours of Operation" for additional information.

6. Superintendence by the Contractor. At all times during the performance of the contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent project superintendent who is satisfactory to the Technical Point of Contact and has the authority to act for the Contractor.

The qualified superintendent, and competent alternate, shall be capable of reading, writing, and conversing fluently in the English language.

The project superintendent must have a minimum of five (5) years' experience in construction with at least two of those years as a superintendent on projects similar in scope, size, and complexity. The individual must be familiar with the requirements of EM 385-1-1 and have experience in the areas of hazard identification and safety compliance. The individual must be capable of interpreting a critical path schedule and construction drawings. The qualification requirements for the alternate superintendent are the same as for the project superintendent. The Technical Point of

Contact may request proof of the superintendent's qualifications at any point in the project if the performance of the superintendent is in question. The superintendent may have duties as CQC Manager and/or SSHO, but must meet the specified requirements for those positions.

The project superintendent is primarily responsible for managing and coordinating day-to-day production and schedule adherence on the project. The superintendent is required to attend quality control meetings.

The project superintendent shall always maintain a physical presence at the site when work is in progress and be responsible for all construction and related activities at the site, except as otherwise acceptable to the Technical Point of Contact. Failure to comply with these requirements shall be deemed as cause for a non-compensatory stoppage and suspension of work until the deficiency is remedied.

The Project Superintendent is subject to removal by the Contracting Officer for non-compliance with requirements specified in the contract and for failure to manage the project to insure timely completion. Furthermore, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders is acceptable as the subject of claim for extension of time for excess costs or damages by the Contractor.

7. Contractor Personnel Conduct. The Contractor personnel's conduct shall not reflect discredit upon the Government. Contractor shall ensure that personnel present a professional appearance. Contractor's employees shall observe and comply with all local policies and procedures concerning fire, safety, environmental protection, sanitation, security, and possession of firearms or other lethal or illegal weapons or substance. Contractor is responsible for ensuring that any Contractor employees providing services under this contract conduct themselves and perform services in a professional, safe, and responsible manner. The Contractor shall remove from the job site any employee for reasons of misconduct or security. The Contractor shall ensure no Contractor employees conduct political related activities or events on Government Property.

8. Traffic Regulation and Control. During construction the Contractor shall provide access as necessary to maintain traffic and to provide vehicle access to all residential and commercial structures in the project area. The Contractor shall maintain and protect traffic on all affected roads during the construction period. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations. The bridge is on a oneway road and sized for a single vehicle. The contractor shall maintain safe public access to the lake during the entire construction period.

9. Access to the Project Site. Access to the project site is currently available for construction. The Contractor shall be responsible for providing and maintaining access necessary for their equipment and employees to and from the work site.

10. Construction Site Plan. Prior to the start of work, the Contractor shall submit a site plan showing the locations and dimensions of temporary facilities including layouts and details, equipment and material storage areas, access and haul routes, avenues of ingress/egress to fenced areas (e.g., the assigned storage and staging area), details of the fence installation (if used), and the number of trailers to be used. Identify any areas which may have to be graveled to prevent the tracking of mud. Indicate if the use of a supplemental or other staging area is desired. Show locations of safety and construction fences, site trailers, construction entrances, trash dumpsters, temporary sanitary facilities, and worker parking areas. The plan shall also show where temporary utility hook-ups are to be located, if required, and how grounding of equipment and trailers will be achieved, as appropriate. At no time will construction items or vehicles be placed on the gate house bridge impeding access from USACE personnel. The storage and staging area will be discussed at the Preconstruction Conference. Any items removed from the property shall be recycled to the furthest extent possible. Access to project site and contractor staging area is shown under the Site Plan.

11. Hours of Operation. On site work hours are as stated in Part B.5.b, above. The Contractor will not be permitted to perform on-site work on Saturdays, Sundays, or legal holidays, unless otherwise authorized by the Technical Point of Contact. The exclusion of work on Saturdays, Sundays, and legal holidays has been considered in computing the performance time of this contract. The following legal holidays are observed:

January 1st

Third Monday in January

Third Monday in February

Last Monday of May

June 19th

July 4th

1st Monday of September

2nd Monday of October

11th of November

Fourth Thursday of November

25th of December

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday.

Work outside the hours of operation requires Technical Point of Contact approval. The request to work outside the hours of operation shall be made in writing to the Technical Point of Contact ten (10) calendar days prior to such work to allow arrangements to be made by the Government. The request application shall include specific dates, hours, location, type of work to be performed, contract number and project title, and names of all individuals who will be working outside the hours of operations

12. Progress Schedule. Show in the schedule the proposed sequence to perform the work and dates contemplated for starting and completing all schedule activities. The chart shall be prepared to show the starting and completion dates of all work features on a linear horizontal time scale beginning with date of Notice to Proceed and indicating calendar days to completion. The scheduling of the entire project is required. Provide a schedule that is a forward planning as well as a project monitoring tool. The Contractor shall indicate on the chart the important work features or operations that are critical to the timely overall completion of the project. Key dates for such important work features and portions of work features are milestone dates and shall be so indicated on the chart. Failure to develop the Project Schedule to an appropriate level of detail will result in its disapproval. The Technical Point of Contact will consider, as appropriate to the project, and is not limited to, the following characteristics and requirements to determine appropriate level of detail:

a. Activity Durations

b. Design and Permit Activities

c. Procurement Activities

d. Mandatory Tasks

i. Submission, review and acceptance of SD-01 Preconstruction Submittals (individual activity for each).

ii. Submission, review and acceptance of features requiring design completion and submission, review and acceptance of design packages.

iii. Long procurement activities

iv. Submission and approval of installed equipment lists.

v. Submission and approval of test data, and reports

vi. Show Government and other agency activities that could impact progress. These activities include, but are not limited to: approvals, acceptance, design reviews, environmental permit approvals by State regulators, inspections, utility tie-in, Government Furnished Equipment (GFE), etc.

This schedule will be the medium through which the timeliness of the Contractor's construction effort is appraised. Anticipated adverse weather delay days shall be included in the schedule.

Submit the Initial Project Schedule for approval within thirty (30) calendar days after Notice to Proceed is issued. No payment will be made for work items not fully detailed in the Project Schedule.

An Early Completion Schedule is an Initial Project Schedule (IPS) that indicates all scope of the required contract work will be completed before the contractually required completion date.

No IPS indicating an Early Completion will be accepted without being fully resource-loaded (including crew sizes and manhours) and the Government agreeing that the schedule is reasonable and achievable.

The Government is under no obligation to accelerate work items it is responsible for to ensure that the early completion is met nor is it responsible to modify incremental funding (if applicable) for the project to meet the contractor's accelerated work.

An updated schedule showing actual progress shall be submitted monthly and with each pay request. Changes to the base-line schedule shall be outlined in a narrative describing the reason for the change.

13. Preconstruction Conference. The Technical Point of Contact will conduct a Preconstruction Conference within fourteen (14) days after receipt of Notice to Proceed by the Contractor and prior to the start of on-site construction activities. The date, time, and place for this conference shall be mutually agreed upon by the Contractor and the Technical Point of Contact. It is mandatory that the Contractor's project site supervisory personnel assigned to this project attend the conference in person; no personnel substitutions will be permitted. The purpose of the conference is to review contract requirements and to establish a working relationship between the Contractor's Staff and the U.S. Army Corps of Engineers personnel who will be closely associated with the project. During the conference, the Technical Point of Contact will inform the Contractor concerning job safety, project phasing, work hour restrictions, traffic control, quality control, labor relations, and environmental protection. The Preconstruction Conference will be arranged by the Technical Point of Contact.

14. Material Substitutions. This contract is based on the materials and methods as shown on the contract drawings and as described in this document. The Contractor shall not substitute materials or methods unless such substitution has been specifically approved in writing by the Contracting Officer.

15. Quality Control. The Contractor shall establish a three phase quality control system (the three phases are described below) to perform sufficient inspection of all items of work, including that of any subcontractors, to ensure conformance to this document with respect to materials, workmanship, construction, finish and functional performance. The system shall cover all construction operations, both onsite and offsite. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent

shall maintain a physical presence on the site at all times, except as otherwise acceptable to the Technical Point of Contact, and shall be responsible for all construction and construction related activities at the site.

The Quality Control Manager shall be a construction person with a minimum of three (3) years in related work. This Quality Control Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The Quality Control Manager shall be assigned as System Manager but may have other duties in addition to quality control, including Site Safety and Health Officer (SSHO) and Project Superintendent. If also serving as SSHO, the QC Manager shall meet the requirements as delineated in Paragraph D.3(b), below. If also serving as Project Superintendent, the CQC Manager shall meet the requirements delineated in Paragraph B.6 Superintendence by the Contractor.

The Contractor shall employ three phase Quality Control as follows:

Preparatory Phase: This phase is performed prior to beginning work after all required plans /documents/materials are approved/accepted, and after copies are at the work site. This phase includes:

a. A review of each paragraph of applicable specifications, reference codes, and standards. Maintain and make available in the field for use by Government personnel until final acceptance of the work.

b. Review of the contract drawings.

c. Check to assure that all materials and/or equipment have been tested, submitted, and approved.

d. Review of provisions that have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

f. Examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. Review of the appropriate activity hazard analysis to ensure safety requirements are met.

h. Discussion of procedures for controlling quality of the work including repetitive deficiencies

i. Discussion of the initial control phase.

j. The Government must be notified at least twenty-four (24) hours in advance of beginning the preparatory control phase. Include a meeting conducted by the Quality Control Manager and attended by the superintendent. Document the results of the preparatory phase actions on a daily Quality Control Report. Instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

Initial Phase: This phase is accomplished at the beginning of a definable feature of work. Accomplish the following:

a. Check work to ensure that it is in full compliance with contract requirements.

b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government must be notified at least twenty-four (24) hours in advance of beginning the initial phase.

Follow-up Phase: Perform daily checks to ensure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. Record the checks in the quality control documentation. Conduct final follow-up checks and correct all deficiencies prior to the start of additional features of work which may be affected by the deficient work. Do not build upon nor conceal non-conforming work.

16. Quality Assurance. All items of work not addressed in the contract documents shall be completed in strict accordance with the manufacturers' specifications.

The Government is not obligated to inspect the Contractor's work, or to protect the Contractor from the consequences of its work. Government inspections are a general examination of the Contractor's conduct and workmanship and are solely for the purpose of the Government. Government-designated Quality Assurance Representatives (QARs) and TPOCs do not have the authority to accept work, nor is a Government inspection to be construed as conclusive.

Government agents including QARs, TPOCs and project engineers, are not authorized to change the contract without the written approval of the Contracting Officer; this lack of authority extends to all situations in which the action of these agents could be construed as constituting a change.

The quality of workmanship is subject to audit by Government, TPOCs or Government-designated QARs at any time during the contract. The Contractor shall cooperate fully and provide all information necessary for this audit.

The Contractor shall submit all requests for changes in writing to the Technical Point of Contact. Do not proceed with changes without possession of written authorization of the Contracting Officer.

The Contractor shall not conceal any work unless the Technical Point of Contact has approved all items of work which are to be concealed. The Contractor shall notify the Technical Point of Contact of its intention to conceal work at least twenty four (24) hours in advance of concealment.

17. Utilities. The Government will have water available at a building roughly .5 miles from the work site and electricity from existing points of supply on the facility. The Contractor shall make their own investigations as to the location and suitability of this supply for use on this project.

18. Environmental Protection. The Contractor shall minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract. Comply with all applicable environmental Federal, State, and local laws and regulations. Any delays resulting from failure to comply with environmental laws and regulations will be the Contractor's responsibility.

a. Complying with all environmental permits and commitments, required by Federal, State, Regional, and local environmental laws and regulations is the Contractor's responsibility.

b. Fuels and Lubricants: Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and evaporation. Manage and store fuel, lubricants and oil in accordance with all Federal, State, Regional, and local laws and regulations. Used lubricants and used oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed of in accordance with State, and local laws and regulations. Storage of fuel on the project site is not allowed. Fuel shall be brought to the project site each day that work is performed. Storage and usage of lubricants and daily fueling of machinery and equipment shall occur at least fifty (50) feet from any drainage inlets, water bodies (rivers, streams, lakes), and environmentally sensitive areas (wetlands, vernal pools).

19. Waste Management. The Contractor shall provide on-site containers for the collection of demolition debris, waste materials, construction debris, and rubbish. The Contractor shall clean the project site on a daily basis to prevent the accumulation of waste materials and rubbish resulting from construction activities. The Contractor shall transport all solid waste off of the project site and dispose of it in compliance with Federal, State and local requirements for solid waste disposal. Upon completion of the construction work, the project site shall be returned to its pre-work condition. No waste shall enter the stream from work. Any accidental discharge shall be fully mitigated at Contractor's expense and no additional cost to the project.

Government policy is to apply sound environmental principles in the design, construction and use of facilities. As part of the implementation of that policy: (1) practice efficient waste management when sizing, cutting, and installing products and materials and (2) use all reasonable means to divert construction and demolition waste from landfills and incinerators and to facilitate their recycling or reuse.

Submit monthly documentation showing total amount, by weight, of construction debris diverted from landfills as a percentage of all construction debris on the project. The Contractor shall divert a

minimum of sixty (60) percent of waste and construction debris from landfill disposal. Include in documentation the total solid waste generated in tons, the total solid waste diverted from landfill in tons, and the total cost of the solid waste generated.

The plan shall demonstrate how the project waste diversion goal shall be met and shall include the following:

a. Name of individuals on the Contractor's staff responsible for waste prevention and management.

b. Actions that will be taken to reduce solid waste generation, including coordination with subcontractors to ensure awareness and participation.

c. Description of the regular meetings to be held to address waste management.

d. Description of the specific approaches to be used in recycling/reuse of the various materials generated, including the areas on site and equipment to be used for processing, sorting, and temporary storage of wastes.

e. Characterization, including estimated types and quantities, of the waste to be generated.

f. Name of landfill and/or incinerator to be used and the estimated costs for use, assuming that there would be no salvage or recycling on the project.

g. Identification of materials that cannot be recycled/reused with an explanation or justification, to be approved by the Technical Point of Contact.

Revise and resubmit the Waste Management Plan as required by the Technical Point of Contact. Approval of Contractor's Plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations or meeting project cumulative waste diversion requirement. Distribute copies of the Waste Management Plan to each subcontractor, the Quality Control Manager, and the Technical Point of Contact.

20. Drawings. Drawings showing the items to be prepared and repaired are included with this document. See Appendix A Plans and Drawings

21. Damages. The Contractor shall exercise caution and follow sound construction practices in the conduct of the work to avoid construction-related damage to existing features to remain.

22. Sequence of Work and Work Plan. The work shall be performed in the following sequence: existing conditions verification, preparation of submittals, material procurement, establish site safety, construct new work, and project close out. Coordinate this sequence with the requirements of Paragraph 13, "Progress Schedule". The Contractor shall submit a written Work Plan describing the methods and equipment required to accomplish the work and provide the required environmental and worker protection. As part of the Work Plan, submit proposed surface preparation procedures for approval before work is started and the plan for access control on the bridge. The Contractor shall address access management across the bridge as part of the Work Plan submittal. Temporary signage and barriers for traffic control shall be provided by the

Contractor as required. Include in the plan a detailed description of methods and equipment to be used for each operation and of the sequence of operations.

Coordinate with the Waste Management Plan in accordance with the Statement of Work. Provide procedures for safe conduct of the work in accordance with EM 385-1-1. The Work Plan must be approved by Technical Point of Contact prior to work beginning.

23. Contractor's Receipt of Supplies. The Contractor shall be responsible for all arrangements for the receipt of materials and supplies at the job site. Government personnel are not permitted to receive or sign for items delivered to the site.

24. Storage Area. A storage and staging area is available for use by the Contractor for work, storage of equipment, materials and trailers during the life of this contract. This area is shown on the Site Plan found in Appendix A. The storage area is in the general vicinity of the work area within the limits of the Townshend Lake and will be discussed at the Preconstruction Conference. At no time shall The Contractor shall confine their storage area to the limits as designated or approved by the Technical Point of Contact and shall be responsible for the security of the area. Upon completion of the contract, the Contractor shall remove all equipment and materials, except as otherwise specified, and restore the site to its original condition as approved by the Technical Point of Contact at no additional cost to the Government.

Trailers, equipment, or materials must not be open to public view with the exception of those items which are in support of ongoing work on any given day. Do not stockpile materials outside the storage area in preparation for the next day's work. Park mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment within the storage area at the end of each workday.

The Contractor may construct a temporary six foot high galvanized chain link fence around trailers and materials at the storage/staging area if desired. Galvanized chain-link fence shall have a minimum height of six feet. The fence posts shall be placed in concrete or metal bases on the ground. Fence posts shall not be driven. Except for equipment and materials which are in support of ongoing work on any given day or unless such equipment or materials are assigned a separate and distinct storage area by the Technical Point of Contact away from the vicinity of the construction site but within the project site boundaries, equipment and materials shall be stored and placed inside the temporary chain-link fencing, if used.

Trailers, if utilized by the Contractor for administrative or material storage purposes, shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers which, in the opinion of the Technical Point of Contact, require exterior painting or maintenance will not be allowed on the project site.

The temporary six (6) foot high chain link fence, if used, shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse, with construction equipment or other vehicles, grassed or unpaved areas which are not established roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation shall be at the Contractor's discretion. Grass located

within the boundaries of the construction site shall be mowed for the duration of the project. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers shall be edged or trimmed neatly.

25. Restoration of Storage Area and Other Areas. Upon completion of the project remove barricades, temporary utilities, sanitation facilities, construction vehicles, materials and equipment, temporary chain-link fencing if used, and any other temporary equipment, materials, or products from within and around the work areas and temporary storage areas and all other impacted areas. Clean and repair damage caused by installation or removal of temporary materials, equipment, or utilities. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition, including pavement repair, or topsoil and seeding as necessary.

26. Contractor Use of Premises. Work shall be restricted to the gatehouse exterior stairs and related adjacent areas as needed to complete the work , access routes to the work site, and to storage areas assigned to this Contractor. Access to the project site is currently available for construction traffic. The Contractor shall be responsible for providing and maintaining access necessary for their equipment and plant to and from the work site.

27. Protection and Security of Property and Personnel: Protection to Contractor personnel or their equipment cannot be provided by the Government at the worksite nor at the travel routes to/from the worksite.

The Contractor shall protect all workers, civilian and Government personnel and the general public from injury. The Contractor shall coordinate and schedule all work with the Technical Point of Contact.

The Contractor shall conduct all work so as to cause the least interference possible with the normal activities of the Townshend Lake facility and the surrounding areas.

28. Subcontractors and Personnel Contacts. Furnish a list of contact personnel of the Contractor and subcontractors including addresses and telephone numbers. As changes occur and additional information becomes available, correct and change the information contained in previous lists.

29. Work Limits. Work shall be restricted to the immediate area of the concrete repair work, in addition to storage areas assigned to this Contractor. Travel through any other parts of the installation or into any buildings by Contractor personnel will not be permitted unless under escort by a Government employee.

30. Damaged Property. Work shall proceed in a manner which will minimize disturbance or risk of damage to surrounding structures, interior finishes, personal belongings, equipment, or infrastructure. The Contractor shall repair such items damaged by the Contractor in the course of carrying out the work at no additional cost to the Government. All repairs shall match adjacent similar existing items in all aspects. All replacements will be in kind.

31. Emergency Contacts. The Contractor shall have competent personnel trained and capable of dealing with minor personnel injuries. Contractor personnel shall immediately notify their supervisor of any accident requiring emergency medical treatment. The Contractor shall, in turn, notify the Technical Point of Contact as required by EM 385-1-1.

Emergency medical treatment and services for Contractor personnel is the responsibility of the Contractor.

The Contractor shall prepare and submit a list of emergency contacts to be used in the event of an emergency. The list shall include the contact names, addresses, and telephone numbers. As changes occur and additional information becomes available, correct and change the information contained in previous lists.

32. Cleaning Up. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by work under this contract. At the end of each workday and upon the completion of all work, the Contractor shall leave interior and exterior property in the condition in which it was found just prior to start of work.

33. Sanitary Facilities. In accordance with Section 2 of EM 385-1-1, provide, maintain, and make available to all workers provisions for sanitation. Maintain these provisions at all times without nuisance. Upon completion of the work, all sanitary provisions and facilities shall be removed from the premises by the Contractor, leaving the premises clean and free from nuisance.

In accordance with Section 2, Subpart 02.C of EM 385-1-1, provide, maintain, and make available to all workers an adequate supply of potable water for both drinking and personal cleansing. During hot weather, provide cool drinking water.

In accordance with Section 2, Subpart 02.E of EM 385-1-1, provide, maintain, and make available to all workers adequate minimum field-type portable toilets. Portable toilets shall be properly secluded from public observation in such a manner as required or approved by the Technical Point of Contact . Periodically empty wastes into a municipal, district, or station sanitary sewage system, or remove waste to a commercial facility. Include provisions for pest control and elimination of odors. Any penalties and/or fines associated with improper discharge of wastewater shall be the responsibility of the Contractor. Government toilet facilities will not be provided.

34. Sustainability. In accordance with the provisions of the various technical specifications, and as otherwise appropriate to the work, all reasonable efforts shall be made to use recycled, recovered and biobased materials in the execution of this work. Deliverables shall be printed double-sided on paper that contains post-consumer fiber content. To the extent feasible, materials with recycled content per EPA-Designated Recovered Materials Requirements as described at https://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products shall be used. Also the Contractor shall meet the USDA-Designated Bio-preferred Program requirements at https://biopreferred.gov/BioPreferred/faces/pages/ProductCategories.xhtml as feasible.

35. Cooperation with Others. During the life of this contract, other Contractors may be working on projects and may be performing operations in the general area where work under this contract is being performed. The Contractor shall cooperate with others in all respects wherever necessary for the better prosecution of the work. As far as practicable, all persons working in the vicinity shall have equal rights to the use of all transportation facilities and grounds within the limitations specified in the Contract Clauses. The obligation of the Contractor under this contract shall include jointly planning and scheduling the work, on a cooperative basis, with other Contractors in order to minimize delays and interferences. The Contractor shall so arrange their operations as to not interfere with other work in progress. In case of dispute or disagreement regarding use of transportation and storage facilities and rights of access, the decision of the Technical Point of Contact shall govern.

36. Preparation of As-Built and Record Drawings:

As-Built and Record Drawings are not required for this project.

D. Safety

1. Accident Prevention Plan: The Contractor shall prepare an Accident Prevention Plan (APP) specific to the activities being performed. It shall include an Activity Hazard Analysis (AHA) as described in 2 below. All work shall be conducted in accordance with the APP, the U.S. Army Corps of Engineers Safety and Health requirements Manual (EM 385-1-1, most recent edition), and all applicable Federal, state, and local safety and health requirements. A copy of EM 385-1-1 can be accessed electronically at Headquarters USACE website under publications using the following link:

http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf

The APP shall detail how safety and health will be managed during the project. The APP shall address the requirements of applicable Federal, State and local safety and health laws, rules, and regulations. The Contractor shall comply with Federal Acquisition Regulation Clause No. 52.236-13 for Accident Prevention, which is added by reference. Special attention shall focus on the requirements of EM 385-1-1, specifically Chapter 1, Sections 01.A.12 through 01.A.17, Figure 1-2 AHA, and Appendix A, (Minimum Basic Outline for Accident Prevention Plan). The APP shall be developed by a qualified person. The contractor shall be responsible for documenting the qualified person's credentials. Work shall not proceed until the APP has been reviewed by the Technical Point of Contact and deemed acceptable for use on the project.

The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract, the penalties for noncompliance, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

The Contractor shall provide on-going evaluations of the APP throughout the life of the project. Changes to the accepted APP must be made with the knowledge and concurrence of the Technical Point of Contact. For projects that exceed twelve (12) months in duration, the APP shall be reviewed annually with a signed copy submitted to the Technical Point of Contact.

2. APP Appendices:

a. Site Safety and Health Plan. A Site Safety and Health Plan (SSHP) shall be prepared when site work falls under the purview of OSHA 1910.120 Standard. The SSHP shall cover the 14 elements identified in EM 385-1-1, Chapter 33, Section 33.B.02. SSHP elements adequately covered elsewhere in the APP need not be duplicated again in the SSHP.

b. Activity Hazard Analysis. An Activity Hazard Analysis (AHA) shall be submitted for each major phase of work. A major phase of work is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform the work. The analysis shall define all activities to be performed, identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. Work shall not proceed on a phase of work until the AHA has been accepted by the Technical Point of Contact. A preparatory meeting shall be conducted by the contractor to discuss the AHA contents with all engaged in the activity. The preparatory meeting shall be conducted by the prime contractor and shall include all subcontractors and Government on-site representatives. The AHA shall be continuously reviewed and revised to address changing site conditions or operations as appropriate.

c. Fall Prevention Plan. The Contractor's Fall Competent Person shall develop and submit a site-specific Fall Prevention Plan outlining the methods, procedures, and systems to be implemented to eliminate or control new or existing fall hazards. Written Fall Protection Procedures and Rescue Plan shall adhere to ANSI Z359.2. These requirements are applicable to all contractor personnel when employees are working at heights or are exposed to fall hazards and/or using fall protection equipment. The fall protection threshold height requirement is 6 ft. or more above adjacent floor or ground level that is unprotected. Workers exposed to fall hazards shall be protected from falling to a lower level by the use of standard guardrails (see EM 385-1-1 Chapter 21, Section 21.F.01.b), work platforms, temporary floors, safety nets, engineered fall protection systems, personal fall arrest systems, or the equivalent, where a fall hazard exists.

d. Crystalline Silica:

I. General: All activities that create a crystalline silica exposure must be completed in accordance with 29 CFR 1926.1153; Occupational Exposure to Respirable Crystalline Silica. The 1926.1153 standard has been deemed more stringent than EM 385-1-1, Section 06.N and shall be used as the primary standard for activities involving crystalline silica.

II. Submittals: A Silica Exposure Control Plan in accordance with 1926.1153 shall be submitted

as a component of the Accident Prevention Plan (APP). At a minimum the plan must address the

following:

i. The tasks in the workplace that involve exposure to silica;

ii. The engineering controls, work practices, and respiratory protection used to limit employee exposure to silica for each task;

iii. The housekeeping measures used to limit employee exposure to silica;

iv. The procedures used to restrict access to work areas, when necessary, to minimize the number of employees exposed to silica and their level of exposure, including exposures generated by other employers or sole proprietors;

v. Employee Training;

vi. Medical Surveillance

III. Specified Exposure Control Methods: Reference the link below to "Table 1: Specified

Exposure Control Methods when Working with Materials Containing Crystalline Silica."

Compliance can be achieved by fully and properly implementing the engineering controls, work

practices, and respiratory protection set forth for the relevant task on this table:

https://portal.edcoinc.com/storage/pages/OSHA/Table1sect1926.1153.pdf

3. Competent Persons:

a. Competent Persons: Defined as one who can identify existing and predictable hazards in the working environment or working conditions that are dangerous to personnel and who has authorization to take prompt corrective measures to eliminate them. The contractor shall have a competent person onsite for each of the applicable aspects that are involved in the project scope of work.

b. Competent Person, Cranes and Rigging: A person meeting the competent person requirements as defined in the definitions of EM 385-1- 1 and 29 CFR Part 1926 who has been designated in writing by the employer to be responsible for the immediate supervision, implementation and monitoring of the Crane and Rigging Program, who through training, knowledge and experience in cranes and rigging is capable of identifying, evaluating and addressing existing and potential hazards and, who has the authority to take prompt corrective measures with regard to such hazards.

I. Only a Competent Person (CP) is authorized operate LHE. Proof of qualifications/certifications shall be provided by the employer, and designation shall be in writing IAW EM 385-1-1 Chapter 16, Section 16.B.03.

II. All personnel engaged in the duties and performance of rigging shall be a Qualified Rigger (QR). Employers must determine and designate in writing the QRs and the specific rigging tasks for which they are qualified and provide to USACE for acceptance. IAW EM 385-1-1 Chapter 15, Section 15.B.

III. Contractors shall submit a Certification of Compliance (COC) for each piece of LHE prior to being brought on site. IAW EM 385-1-1 Chapter 16, Section 16.A.02 The COC shall be submitted to the USACE for acceptance. > See Form 16-1, Certificate of Compliance.

c. Competent Person, Fall Protection: a person designated in writing by the employer to be responsible for immediate supervising, implementing and monitoring of the fall protection program, who through training, knowledge and experience in fall protection and rescue systems and equipment, is capable of identifying, evaluating and addressing existing and potential fall hazards and, who has the authority to take prompt corrective measures with regard to such hazards.

d. Competent Person, Scaffolding: A person, designated in writing by the employer to be responsible for immediate supervising, implementing, inspection and monitoring of the scaffolding program IAW EM 385-1-1 Section 21 K. The CP for Scaffolding has enough training, knowledge, and experience in scaffolding to correctly identify, evaluate and address existing and potential hazards and also has the authority to take prompt corrective measures with regard to these hazards. CP qualifications must be documented and shall include training - a minimum of 8-hours of scaffold training, to include training on the specific type of scaffold being used (e.g., mast climbing, adjustable, tubular frame, etc.) and experience on specific scaffolding systems/types, assessment of the base material the scaffold will be erected upon, load calculations for materials and personnel, erection, and dismantling.

e. Site Safety and Health Officer (SSHO): The Contractor shall designate one individual as the SSHO who shall have the qualifications detailed below. The SSHO shall meet the standards of a Level 2 SSHO as described by EM 385-1-1, paragraph 2-3. Documentation of SSHO qualifications shall be submitted for approval prior to initiating work. The SSHO may have other duties in addition to site safety and health, including Project Superintendent and CQC Manager. The individual must meet the specified requirements for each position filled.

I. A minimum of three (3) years of experience in cumulative safety experience, within the last ten (10) years, managing or implementing a Site-Specific Safety & Occupational Health (SOH) program on projects similar in industry type, size, and complexity as the project described in the contract scope of work.

II. Working knowledge of construction safety procedures as well as Federal and state occupational safety and health regulations.

III. 30-hour OSHA Construction Safety certification or as an equivalent, thirty (30) hours of formal construction safety and health training covering the subjects of the OSHA 30-hour course. SSHOs shall maintain competency through having taken twenty four (24) hours of documented formal, on-line, safety and health related coursework within the last five (5) years.

4. Safety Reporting:

a. Safety Briefing and Equipment Inspection Documentation.

The Contractor shall conduct a safety meeting at the project site daily, emphasizing new activity phases or Definable Features of Work during the contract. All safety meetings shall be documented. Records of the safety briefings shall be submitted to the Technical Point of Contact upon request.

The Contractor shall submit a current written safety inspection for all heavy equipment proposed for use on this contract. The Contractor, upon Notice to Proceed, will be required to make available for suitability and safety compliance inspection all equipment proposed for use to perform the work of this contract. Equipment shall be made available for inspection by the Technical Point of Contact five working days prior to the start of work. Any additional equipment added during the prosecution of the work shall also be made available for inspection prior to its use on the project. Equipment not accepted by the Technical Point of Contact should be repaired or replaced by the Contractor.

b. Incident Reporting.

All work-related incidents, to include injuries, illnesses, near misses, and property related accidents (excluding on the road- vehicle accidents), shall be immediately reported to the Technical Point of Contact and documented appropriately. All incidents shall be investigated to identify all root causes and recommended hazard control measures.

ENG Form 3394 shall be completed for all OSHA recordable injuries or illnesses and property damage accidents, for which property damage exceeds $5,000.00 and submitted to the Technical Point of Contact within seven (7) business days. A Lessons Learned Document shall also be submitted separately within seven (7) business days of the incident.

c. Exposure Hour Reporting.

The Contractor shall complete the "USACE Contractor Monthly Summary Record of Injuries/Illness and Work Hour Exposure" report (for prime and its subcontractors) and forward the completed form to the Technical Point of Contact no later than close of business on the fifth (5th) calendar day of the following month. The method of transmission by the prime contractor to the Technical Point of Contact shall be electronically.

E. General and Administrative Submittals Required

1. Items for Submission. The Contractor shall submit the items identified below for approval to the Technical Point of Contact. Government acceptance, as defined in EM 385-1-1. The Contractor will be informed at the Preconstruction Conference to send all submittals to the Technical Point of Contact via the following email: scott.s.bockus@usace.army.mil

2. Preconstruction Submittals. The following submittals shall be submitted within thirty (30) days of Notice to Proceed and accepted by the Technical Point of Contact prior to the commencement of work at the site.

a. Construction Site Plan: Prior to the start of work, the Contractor shall submit a site plan showing the locations and dimensions of temporary facilities.

b. Initial Progress Schedule: In accordance with the contract clauses, the Contractor shall, submit for approval a practicable Initial Project Schedule. When changes are authorized that result in contract time extensions, the Contractor shall submit a revised project schedule for approval by the Technical Point of Contact.

c. Demolition and Waste Management Plan: The Contractor shall submit a Demolition and Waste Management Plan for review and approval by the Technical Point of Contact

d. Pre-construction Photographic Survey Report

e. Work Plan: The Contractor shall submit a written Work Plan describing the methods and equipment required to accomplish the work and provide the required environmental and worker protection.

f. Emergency Contact List:

g. Accident Prevention Plan (APP): The Contractor shall prepare an Accident Prevention Plan (APP) specific to the activities being performed. It shall include an Activity Hazard Analysis (AHA) for each major phase of work, and all appropriate appendices as per Paragraph D.2 of this document.

h. Site Safety and Health Plan

i. SSHO Qualifications: Documentation of SSHO qualifications shall be submitted for approval.

j. Safety Inspection for all Heavy Equipment: The Contractor shall submit a current written safety inspection for all heavy equipment proposed for use on this contract.

k. Records of Safety Briefings

3. Other Submittals: The following submittals shall be made by the Contractor to allow sufficient time for review action to be taken by the Technical Point of Contact and to comply with the approved Project Schedule, as appropriate.

a. Post-construction Photographic Survey Report.

b. Request to Work Outside Hours of Operations: The Contractor shall submit a written request, subject to approval by the Technical Point of Contact, when work is to be performed outside the normal hours of operations as described in this document.

c. Periodic Schedule Updates: An updated schedule showing actual progress shall be submitted monthly or with each pay request.

d. Monthly Waste Diversion Documentation: The Contractor shall submit monthly waste diversion documentation verifying the attainment of waste diversion requirements.

e. Accident Reports

f. USACE Contractor Monthly Record of Injuries/Illness and Work Hour Exposure

4. Approved Submittals. The Technical Point of Contact approval of submittals shall not be construed as a complete check but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Quality Control requirements of this contract is responsible for the satisfactory construction of all work. The Government reserves twenty one (21) calendar days for review and approval action on all submittals from the time of receipt of the submittal by the Government. After submittals have been approved by the Technical Point of Contact, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

5. Disapproved Submittals. The Contractor shall make all corrections required by the Technical Point of Contact and within fourteen (14) days furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice shall be given promptly to the Technical Point of Contact.

F. Technical Submittals Required

Submittals addressing the technical requirements of this project are described in the Technical Specification Sections found in Appendix B . The Contractor shall follow the procedures outlined in Part E "General and Administrative Submittals Required", above, when making technical submittals.

G. Technical Requirements

Technical requirements describing the work of this project are shown in the Technical Specification Sections found in Appendix B.

H. Delivery, Handling and Storage

As appropriate, materials shall be delivered to the project site in the manufacturer's original packaging with the brand and item identification reference clearly marked. Components shall be stored in a dry location that is adequately ventilated, free from dust, water, or other contaminants, and which is easily accessible for inspection and handling.

I. Material Warranties

The Contractor shall note that a Warranty of Construction is required for this project for a period of one (1) year from the date of final acceptance of the work, in accordance with the Contract Clauses. In addition, manufacturers' standard performance guarantees or warranties that extend beyond a one (1) year period shall be provided to the Government, as appropriate.

J. Coordination

Liaison with the U.S. Army Corps of Engineers, New England District, by the Contractor shall be maintained for the duration of the project by communication with the Technical Point of Contact assigned to this project. All Contractor project related questions, comments, clarifications, etc. shall be directed to the Technical Point of Contact for action.

*** END OF NARRATIVE ***

Requirements

Gatehouse Exterior Stair Repair, Townshend Lake, Townshend, VT

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

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

Section F - Deliveries or Performance

0001	**Delivery Schedule** From date of lead time event to completion of performance 120 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 961604 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER TOWNSHEND LAKE, TOWNSHEND VT 05353 TOWNSHEND, VT 05353 UNITED STATES ALEX J. COTE, DELIVER_TO_EMP_ID_NO
0002AA	**Delivery Schedule** From date of lead time event to completion of performance 120 Calendar Days Date of Notice to Proceed Receipt **Quantity** 17 Square Foot **Address and POC** Place of Performance DoDAAC: 961604 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER TOWNSHEND LAKE, TOWNSHEND VT 05353 TOWNSHEND, VT 05353 UNITED STATES

Option Line Item 0002AB	**Delivery Schedule** From date of lead time event to completion of performance 120 Calendar Days Date of Notice to Proceed Receipt **Quantity** 10 Square Foot **Address and POC** Place of Performance DoDAAC: 961604 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER TOWNSHEND LAKE, TOWNSHEND VT 05353 TOWNSHEND, VT 05353 UNITED STATES
0003	**Delivery Schedule** From date of lead time event to completion of performance 120 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 961604 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER TOWNSHEND LAKE, TOWNSHEND VT 05353 TOWNSHEND, VT 05353 UNITED STATES ALEX J. COTE, DELIVER_TO_EMP_ID_NO
0004AA	**Delivery Schedule**

	From date of lead time event to completion of performance 120 Calendar Days Date of Notice to Proceed Receipt **Quantity** 76 Linear Foot **Address and POC** Place of Performance DoDAAC: 961604 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER TOWNSHEND LAKE, TOWNSHEND VT 05353 TOWNSHEND, VT 05353 UNITED STATES
Option Line Item 0004AB	**Delivery Schedule** From date of lead time event to completion of performance 120 Calendar Days Date of Notice to Proceed Receipt **Quantity** 25 Square Foot **Address and POC** Place of Performance DoDAAC: 961604 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER TOWNSHEND LAKE, TOWNSHEND VT 05353 TOWNSHEND, VT 05353 UNITED STATES
0006	**Delivery Schedule** From date of lead time event to completion of performance 120 Calendar Days

	Date of Notice to Proceed Receipt **Quantity** 7 Square Foot **Address and POC** Place of Performance DoDAAC: 961604 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER TOWNSHEND LAKE, TOWNSHEND VT 05353 TOWNSHEND, VT 05353 UNITED STATES ALEX J. COTE, DELIVER_TO_EMP_ID_NO

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

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

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

"Local processing office (LPO)" is the office responsible for payment certification when

payment certification is done external to the entitlement system.

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

____

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

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

____

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

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

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

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

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

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

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

Routing Data Table*

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

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

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

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

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

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

(g) WAWF point of contact.

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

____

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

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

(End of clause)

Section H - Special Contract Requirements

SECURITY REQUIREMENTS:

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

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

Pre-screen candidates using E-Verify Program: Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (hhtps://www.e-verify.gov/) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list if verified/eligible candidates shall be provided to the COR no later than three business days

after the initial contract ward. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

WAGE DETERMINATION:

The Wage Determination for this project can be found at:

https://sam.gov/wage-determination/VT20260057/1

Wage Determination No.: VT20260057

Modification No.: 1

Date: 18 May 2026

*** END OF NARRATIVE ***

Section I - Contract Clauses

UAI 5152.249-9000 Basis for Settlement of Proposals

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

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

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

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

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

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

(End of Clause)

MAGNITUDE OF CONSTRUCTION

The estimated cost of the work is between $100,000 and $250,000

COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 14 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 120 days after Notice to Proceed.

The time stated for completion shall include final cleanup of the premises.

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:

Name: Scott Bockus

Address: 3845 VT Route 30, Townshend, VT 05353

Telephone: 978-318-8468

VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

*** END OF NARRATIVE ***

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	2026-02
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.219-27	Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program. (Deviation 2026-O0038)	2026-02
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02
52.222-6	Construction Wage Rate Requirements. (Deviation 2026-O0038)	2026-02
52.222-7	Withholding of Funds. (Deviation	2026-02

	2026-O0038)	
52.222-8	Payrolls and Basic Records. (Deviation 2026-O0038)	2026-02
52.222-9	Apprentices and Trainees. (Deviation 2026-O0038)	2026-02
52.222-10	Compliance with Copeland Act Requirements. (Deviation 2026-O0038)	2026-02
52.222-11	Subcontracts (Labor Standards). (Deviation 2026-O0038)	2026-02
52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	2014-05
52.222-14	Disputes Concerning Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-15	Certification of Eligibility.	2014-05
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order	2026-02

	14026. (Deviation 2026-O0038)			
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04		
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts. (Deviation 2026-O0038)	2026-02		
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05		
52.223-23	Sustainable Products and Services. (DEVIATION 2025-O0004)	2026-02	Deviation 2025-O0004	2025-03
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05		
52.228-2	Additional Bond Security.	1997-10		
52.228-11	Pledges of Assets (DEVIATION 2020-O0016)	2021-02	Deviation 2020-O0016	2020-04
52.228-12	Prospective Subcontractor Requests for Bonds.	2022-12		
52.228-14	Irrevocable Letter of Credit.	2014-11		
52.232-23	Assignment of Claims.	2014-05		

52.232-27	Prompt Payment for Construction Contracts.	2017-01
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	2026-02
52.236-3	Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038)	2026-02
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02
52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	2026-02
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02

52.236-8	Other Contracts. (Deviation 2026-O0038)	2026-02
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038)	2026-02
52.236-10	Operations and Storage Areas. (Deviation 2026-O0038)	2026-02
52.236-11	Use and Possession Prior to Completion. (Deviation 2026-O0038)	2026-02
52.236-12	Cleaning Up. (Deviation 2026-O0038)	2026-02
52.236-13	Accident Prevention. (Deviation 2026-O0038)	2026-02
52.236-14	Availability and Use of Utility Services. (Deviation 2026-O0038)	2026-02
52.236-21	Specifications and Drawings for Construction. (Deviation 2026-O0038)	2026-02
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02
52.242-14	Suspension of Work.	1984-04
52.243-5	Changes and Changed Conditions. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial	2026-04

	Services. (Deviation 2026-O0038)	
52.246-21	Warranty of Construction.	1994-03
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	1984-04
52.249-10	Default (Fixed-Price Construction).	1984-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	2024-05	Deviation 2024-O0013	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense	2023-01		

	Telecommunications Equipment or Services.			
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09		
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01		
252.225-7002	Qualifying Country Sources as Subcontractors.	2022-03		
252.225-7012	Preference for Certain Domestic Commodities.	2022-04		
252.225-7048	Export-Controlled Items.	2013-06		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06		
252.232-7004	DoD Progress Payment Rates (DEVIATION 2020-O0010)	2014-10	Deviation 2020-O0010	2020-03
252.232-7010	Levies on Contract Payments.	2006-12		
252.243-7001	Pricing of Contract Modifications.	1991-12		
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-	2026-02	Deviation 2026-O0015	2026-01

	O0015)	
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

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

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

(a) *DELETED*

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

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

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

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

(c) *DELETED*

(d) *DELETED*

(e) *DELETED*

(End of clause)

52.217-7	Option for Increased Quantity-Separately Priced Line Item.	1989-03

Option for Increased Quantity-Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 0 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.219-14	Limitations on Subcontracting. (Deviation 2026-O0038)	2026-02

Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[*Contracting Officer check as appropriate.*]

X By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

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

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

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

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

Small business concern-

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

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

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

(1) The Contractor represents that it is, is not a small business concern under NAICS Code 238110 assigned to contract number W912WJ26PXXXX.

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

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

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

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

(6) *HUBZone joint venture eligible under the HUBZone Program.*[*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint

venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.225-9	Buy American-Construction Materials. (Deviation 2026-O0038)	2026-02

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

(a) Definitions. As used in this clause-

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

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

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

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

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

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are

delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means-

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

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

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

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

Domestic construction material means-

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for

domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

_____[Contracting Officer to list applicable excepted materials or indicate "none"]

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

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

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

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

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

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

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

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

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

Item 1:
Foreign construction material. ____ ____ ____
Domestic construction material. ____ ____ ____

Item 2:
Foreign construction material. ____ ____
Domestic construction material. ____ ____ ____

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

52.228-15	Performance and Payment Bonds-Construction (Deviation 2020-O0016)	2020-06	Deviation 2020-O0016	2020-04

PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (APR 2020) (DEVIATION 2020-O0016)

(a) Definitions. As used in this clause-

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is $150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25, except that no seal is required). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment bonds (Standard Form 25A, except that no seal is required). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at http://www.fms.treas.gov/c570/.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

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

Payments under Fixed-Price Construction Contracts (May 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (Name)

____ (Title)

____ (Date)

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

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the

Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C. 6305).

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

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

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

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

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

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

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

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

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

Title	File	Drawing No.
Appendix A	Plans and Drawings	____
Appendix B	Specifications	____
____	____	____
____	____	____
____	____	____

(End of clause)

Section K - Representations, Certification, & Other Statements

FAR Provisions Incorporated by Reference

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

DFARS Provisions Incorporated by Reference

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

DFARS Provisions Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

FAR Provisions Incorporated by Reference

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

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		

FAR Provisions Incorporated by Full Text

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

https://www.acquisition.gov/

(End of provision)

52.252-5	Authorized Deviations in Provisions.	2020-11		

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any DFARS (48 CFR Chapter2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section M - Evaluation Factors for Award

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	2026-02		
52.225-10	Notice of Buy American Requirement-Construction Materials.	2014-05		