# 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 |
|---|---|---|---|---|
| W912WJ26QA121 | 17 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 |
| ALICIA LACROSSE | 978 | 318-8902 |

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

9. DESTINATION
a. NAME OF CONSIGNEE

8. TO:

| a. NAME | b. COMPANY | b. STREET ADDRESS |
|---|---|---|
| | | |

| c. STREET ADDRESS | c. CITY |
|---|---|
| | |

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

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

01 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 | | | 14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION | 15. DATE OF QUOTATION |
|---|---|---|---|---|
| a. NAME OF QUOTER | | | | |
| b. STREET ADDRESS | | | 16. SIGNER | |
| | | | a. NAME (Type or print) | b. TELEPHONE AREA CODE |
| c. COUNTY | | | | |
| d. CITY | e. STATE | f. ZIP CODE | c. TITLE (Type or print) | NUMBER |

# Section A - Solicitation/Contract Form

Instrument Name: Guardrail Replacement, Hodges Village Dam, Oxford, MA

Product Service Code : Y1LB

## Section B - Supplies or Services & Prices or Costs

### Additional Information/Notes

| Item | Supplies/Service | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | Contractor shall provide all labor, materials, equipment, and transportation to replace approximately 1,320 linear feet of guardrail at Hodges Village Dam, Oxford, MA in accordance with the Statement of Work.<br>Product Service Code: Y1LB<br>North American Industry Classification System (NAICS): 237310<br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |

## Section C - Description/Specifications/Statement of Work

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

**THE MANDATORY SOLICITATION SURVEY 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.**

**STATEMENT OF WORK:**

GUARDRAIL REPLACEMENT

U.S. ARMY CORPS OF ENGINEERS

HODGES VILLAGE DAM

OXFORD, MA

STATEMENT OF WORK

I. GENERAL

1. Summary:

Provide all labor, materials, equipment, and transportation necessary to replace existing metal guardrail around the perimeter of Augutleback Pond and along the main access road at Hodges Village Dam in Oxford, MA.

*Note: This work requires the following submittals prior to the commencement of work (Refer to Section II. Technical Requirements for a full list of submittals):

ENG Form 6293 (Accident Prevention Plan Worksheet)

ENG Form 6206 (Activity Hazard Analysis)

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

First Aid and CPR Certificates

Product specification & SDS sheets

2. Location:

Hodges Village Dam is located at 30 Howarth Rd. Oxford, MA 01540. See the attached informational maps for more detailed location information.

3. Site Visits and Requests for Information:

Contact the Technical Point of Contact (TPOC) Park Ranger Aidan Buck, (978) 318-8692 or aidan.j.buck@usace.army.mil to arrange a site visit.

Site visits are strongly recommended to gauge the full scope of work and provide an accurate quote. No extra payment will be considered for perceived additional work caused by unfamiliarity with the site conditions and requirements. Contact the Technical Point of Contact (TPOC) to arrange a site visit.

4. Technical Point of Contact:

The Technical Point of Contact (TPOC) for this project is Park Ranger Aidan Buck: (978) 318-8692 (office line) or via email at aidan.j.buck@usace.army.mil.

5. Schedule:

The period of performance shall be 180 days from Notice to Proceed. Work shall be performed Monday through Friday between the hours of 7:00 AM and 3:30 PM unless otherwise approved by the TPOC. Any proposed changes to an approved schedule must be submitted to the TPOC in writing and are not finalized until approved. No work shall be done on weekends or Government holidays.

All pre-construction submittals shall be submitted within 21 days of Notice to Proceed. The Government reserves up to 21 days for review and acceptance on each submittal/resubmittal from the date of receipt. If revisions are necessary to the submittals, the Contractor shall make such revisions and shall be resubmitted to the Government in an acceptable form within 14 days of the Government's response, unless additional time is granted by the Government in writing. No field work may proceed prior to the acceptance of pre-construction submittals.

6. Safety Requirements:

a. General:

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

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

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

b. Accident Prevention Plan (APP):

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

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

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

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

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

c. Activity Hazard Analysis (AHA):

An AHA shall be submitted and accepted for each definable feature of work (DFOW) in accordance with EM 385-1-1, Chapter 2-6. A DFOW is defined as any task, which is separate and distinct from other tasks, has separate control requirements, or is identified as different trades or disciplines. The AHA shall be continuously reviewed and revised to address changing site conditions as appropriate.

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

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

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

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

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

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

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

e. First-Aid and CPR Personnel Requirements:

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

f. Additional Personnel Requirements:

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

g. Accident Reporting:

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

The mandatory ENG Form 3394 shall be completed and submitted to the Technical Point of Contact within seven (7) days of an incident: https://www.publications.usace.army.mil/Portals/76/Publications/EngineerForms/Eng_Form_3394_2021Aug.pdf

h. Employee Exposure Data:

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

7. Pre-Construction Conference:

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

construction conference the Contractor shall provide to the name of the project superintendent with a telephone number for project coordination.

For the duration of the contract, the Contractor will be provided keys to the security gates at each work site. Keys are to be used only for contract purposes. The keys will not be utilized to provide access for any individuals not performing contract specific work. During the contract period, the Contractor is assumed responsible for the keys. At the end of the service period, the key must be returned to the TPOC in person.

The following is a general list of items for discussion during this pre-construction conference:

Authority of the Technical Point of Contact

Contractor's Safety Program (including sub-contractors)

Accident Prevention Plan and Activity Hazard Analysis

Weekly Safety Meetings (Documented on NED Form 251)

Accident Reporting (ENG Form 3394)

Correspondence, Communication and Administrative Procedures

Invoice and payment

8. Permits:

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

9. Security:

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

10. Payment:

Payment shall be made on a per job basis. After final inspection and acceptance by the Government, the Contractor must submit an invoice and a completed, signed U.S. Army Corps of Engineers ENG93 form to the Technical Point of Contact. The invoice shall include the invoice

date, contract number, dates of service, description of work, quantities, process, and total amount due per line item. For jobs greater than 30 days the Contractor may request progress payments.

Invoices shall be sent to:

U.S. Army Corps of Engineers

48 Old Oxford Rd.

Charlton, MA 01507

Aidan.J.Buck@usace.army.mil

II. TECHNICAL

1. Submittals:

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

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

Pre-construction Submittals: Submitted within 21 days of Notice to Proceed. Submittals must be accepted before the commencement of any field work.

ENG Form 6293 (Accident Prevention Plan)

ENG Form 6206 (Activity Hazard Analysis)

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

First Aid and CPR Certificates

Product specification & Manufacturer's warranties

2. Clean Up:

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

3. Government Resources:

The Contractor is responsible for providing all materials to complete the project. Unless specified in the contract, the Government will not provide any equipment, telephone services or other resources.

4. Damage to Government and Private Property:

The Contractor shall be responsible for restoring any Government facilities or structures damaged as a result of the firm's operation. The Contractor shall also be responsible for any damage to private property or injury to any person as a result of the firm's operations. The Contractor shall notify the Technical Point of Contact immediately of damage to Government and private property and injury to any person resulting from the firms' operation.

5. Omissions:

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

6. Quality Assurance:

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

7. Other Contracts:

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

8. Sustainability & Environmentally Preferred Products:

Under the Comprehensive Procurement Guidelines (CPG) program, the Environmental Protection Agency (EPA) designates products that are or can be made with recovered materials, and recommends practices for buying these products. Any designated product that is being offered or supplied under this contract shall meet the minimum recommended content levels as identified under the CPG program. Visit https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program for a complete list of designated products and the associated recommended contents levels. Offerors must be able to demonstrate that each offered products meets minimum content levels upon request.

Furthermore, the Contractor should also meet the BioPreferred Program requirements. The United States Department of Agriculture (USDA) designates certain bio-based products for federal procurement and specifies minimum bio based content levels for those products. Any designated product that is being offered or supplied under this contract shall meet USDA BioPreferred's minimum bio based content level. Visit the BioPreferred web site https://www.biopreferred.gov /BioPreferred/faces/pages/ProductCategories.xhtml for the complete list of designated products and the associated minimum bio based content level requirements.

9. Environmental Protection:

Containers for excess and/or waste materials, rubbish, etc. shall be provided by the Contractor at the site, and the site will be inspected/ cleaned on a daily basis. No burning is permissible. Water, air, and land resources shall not be adversely impacted during the course of the work. Contractor will take necessary steps to ensure all federal, state, and local environmental regulatory requirements are met.

10. Receiving and Storing Materials:

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

11. Existing Conditions:

The roadway approach to Hodges Village Dam along Augutleback Pond, including two parking lots are currently protected by a MassDOT standard W-beam design, 12-gauge galvanized steel guardrail. The guardrail is mounted on 6" by 8" pressure treated wood posts with 6" wood spacer blocks. Posts range in height from approximately 24-28" from top face to grade. The guardrail is located on one side of the road facing Augutleback Pond and surrounds two parking areas. The terminal ends of the guard rail are flared. The guardrail measures approximately 750' of linear length.

The roadway approach to Hodges Village Dam and the Thames River Basin Office is currently protected by a MassDOT standard W-beam design, 12-gauge galvanized steel guardrail. The guardrail is mounted on 6" by 8" pressure treated wood posts with 6" wood spacer blocks. Posts range in height from approximately 24-28" from top face to grade. The guardrail is located on the right side of the road as you are entering. The terminal ends of the guard rail are flared. The guardrail measures approximately 570' of linear length.

The asphalt roadway on Howarth Road is a public road. The asphalt roadway to Hodges Village Dam/Thames River Basin Office is USACE owned.

12. Products:

Wood posts and offset blocks shall be Southern Yellow Pine or Douglas Fir, pressure-treated for ground contact in accordance with AWPA (American Wood Protection Association) standards.

All guardrail components must meet or exceed MASH (Manual for Assessing Safety Hardward) Level 2 standards.

a. Guardrail (Approximately 1,320 linear feet)

i. Hot dip galvanized W-beam steel rail (Class A, type 2 coating)

ii. Compliant with ASTM A-123 standards

iii. Terminal Ends: Hot dip galvanized flared ends

iv. Galvanized steel mounting hardware

b. Posts

i. 6" by 8" wood posts

c. Offset Blocks

i. 8" offset blocks

d. Loam

i. 1/2" Screened loam

e. Grass Seed

i. Perennial ryegrass suitable for New England cold hardiness (Zone 6 of the USDA Plant Hardiness Map).

III. EXECUTION:

Installation of products and execution of services shall occur in accordance with the Statement of Work and all local, state, and federal requirements.

1. Removal of Existing Guardrail

a. The contractor shall remove all existing guardrail and properly dispose of all guardrail components off site.

b. Upon removal of posts, backfill the resulting holes with clean 3/4- inch processed gravel. The gravel should be compacted in lifts no greater than 12 inches and finished level with the surrounding grade.

c. After guardrail sections are removed, the contractor is responsible for placing a temporary physical barrier to minimize visitor safety issues. The barrier should provide a visual indicator to approaching vehicles with either reflective properties or high visibility coloring for nighttime visibility. The temporary physical barrier is not to be removed until new guardrail is installed. The temporary physical barrier is a visual deterrent and does not need to be crash rated, the barrier should be a continuous length across the work area.

2. Installation of New Guardrail

a. The contractor shall install new guardrail and posts.

b. Posts shall be driven to a minimum depth of 40" and spaced approximately 6' 3" apart. Finished height shall be 32".

c. The W-Beam rail shall be mounted so that its top edge is 31" above the ground.

d. Steel rails shall be mounted facing the direction of traffic with an 8" offset block between the rail and the post.

e. Guardrail posts shall be installed 30" back from the edge of asphalt parking areas and roadways.

f. The contractor is responsible for ensuring all guardrail components are at the same height throughout the entire system.

g. The terminal end on the west side of the guardrail must leave 6' of space from the existing stump to accommodate large mowing decks which maintain the area. See Figure 2 of the attachments for reference.

h. The terminal end on the east side of the guardrail prior to the existing security gate must end in line with the tieback post and not impede operation of the gate. See Figure 3 of the attachments for reference.

3. Site Cleanup and Final Landscaping

a. After installation of the new guardrail has been completed, the contractor shall remove all tools, equipment, debris, and their temporary barriers from the site.

b. All soil areas disturbed by the contractor's work are to be regraded to a uniform level that is flush with the asphalt roadway and parking areas. Where necessary, fresh loam will be added.

c. Prior to seeding, the contractor is responsible for cleaning the asphalt roadway and parking areas of any dirt or dust that may have accumulated from their work.

d. Grass seed shall be broadcast in a dense, even manner across all disturbed and loamed areas at the manufacturer's recommended rate. Seeded areas shall be lightly raked into the loam and immediately protected by a uniform layer of straw mulch to prevent erosion and bird foraging.

e. The Government will not withhold final payment pending grass establishment; however, the contractor remains obligated to inspect the site 30 days after seeding and reseed any bare areas at no additional cost to the Government.

*** END OF NARRATIVE ***

## Requirements

Guardrail Replacement, Hodges Village Dam, Oxford, MA

# 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**<br>From date of lead time event to completion of performance<br>180 Calendar Days<br><br>Date of Notice to Proceed Receipt<br>**Quantity** 1 Job<br><br>**Address and POC**<br>Place of Performance<br>DoDAAC: 961309<br>CountryCode: USA<br>CORPS OF ENGINEERS NEW ENGLAND DIST<br>BUFFUMVILLE LAKE DAM, 48 OLD OXFORD RD NEW ENGLAND DIV CHARLTON, MA 01507-1418 UNITED STATES<br><br>AIDAN J BUCK, DELIVER_TO_EMP_ID_NO |

# Section G - Contract Administration Data

## DFARS Clauses Incorporated by Reference

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

## DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

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

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

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

payment certification is done external to the entitlement system.

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

____

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

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

____

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

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

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

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

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

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

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

Routing Data Table*

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

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

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

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

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

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

(g) WAWF point of contact.

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

____

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

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

(End of clause)

# Section H - Special Contract Requirements

## SECURITY REQUIREMENTS:

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

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

## WAGE DETERMINATIONS:

The Wage Determination for this project can be found at:

https://sam.gov/wage-determination/MA20260025/1

Wage Determination No.: MA20260025

Modification No.: 1

Revised Date: 18 May 2026

*** END OF NARRATIVE ***

# Section I - Contract Clauses

## UAI 5152.249-9000 Basis for Settlement of Proposals

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

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

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

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

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

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

(End of Clause)

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

The Contractor shall be required to (a) commence work under this contract within 21 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 180 calendar days from notice to proceed.
* The time stated for completion shall include final cleanup of the premises.

(End of clause)

## 52.236-27 Site Visit (Construction).

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

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

Name: Aidan J. Buck

Address: 30 Howarth Road, Oxford, MA 01540

Email Address: Aidan.J.Buck@usace.army.mil

Telephone: 978-318-8692

(End of Provision)

**MAGNITUDE OF PROJECT**

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

*** END OF NARRATIVE ***

**FAR Clauses Incorporated by Reference**

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

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

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

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

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

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

**DFARS Clauses Incorporated by Reference**

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

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

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

**FAR Clauses Incorporated by Full Text**

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

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

(a) DELETED

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

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

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

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

(c) DELETED

(d) DELETED

(e) DELETED

(End of clause)

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| 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 237310 NAICS Code assigned to W912WJ26PAXXX contract number.

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

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

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

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

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

(End of clause)

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

O0038)

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

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

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

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

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

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

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

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

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

*Cost of components means-*

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

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

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

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

*Domestic construction material* means-

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

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

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

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

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

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

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

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

*Foreign iron and steel* means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the

elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

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

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

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

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

W-beam Guardrail - COTS Item

(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)*].<br><br>[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]<br><br>[*Include other applicable supporting information.*] | | | |

(End of clause)

52.228-13 Alternative Payment Protections. 2000-07

Alternative Payment Protections (July 2000)

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

Irrevocable Letter of Credit

Payment Bond

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 10 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

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

Payments under Fixed-Price Construction Contracts (May 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (Name)

____ (Title)

____ (Date)

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

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

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

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

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

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

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

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

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

contract.

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

(End of clause)

| | | |
|---|---|---|
| 52.252-2 | Clauses Incorporated by Reference. | 1998-02 |

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/

(End of clause)

| | | |
|---|---|---|
| 52.252-6 | Authorized Deviations in Clauses. | 2020-11 |

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

**DFARS Clauses Incorporated by Full Text**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|

252.236-7001 Contract Drawings and 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. |
|---|---|---|
| Attachments 26QA121 | Figures 1-3 | ____ |
| | | |

| | | |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

(End of clause)

# Section K - Representations, Certification, & Other Statements

## FAR Provisions Incorporated by Reference

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

## DFARS Provisions Incorporated by Reference

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

## DFARS Provisions Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

**INSTRUCTIONS TO VENDORS:**

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

INFORMATION:

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

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

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

4. This work is considered "new".

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

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

QUESTIONS REGARDING SOLICITATIONS:

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

a. Name: Alicia N. LaCrosse

b. Phone: 978-318-8902

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

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

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

QUOTE SUBMISSION:

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

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

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

BID SCHEDULES:

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

2. Vendors shall enter $0.00 on Bid Schedules in which items are Not Separately Priced. Blank entries will not be considered and will result in quotes being deemed non-responsive.

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

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

SITE VISITS:

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

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

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

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

BONDING:

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

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

(i) Payment Bond or

(ii) Irrevocable Letter of Credit and

(iii) Performance Bond

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

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

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

(i) Payment bond or

(ii) Irrevocable letter of credit

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

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

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

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

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

QUOTATION INSTRUCTIONS:

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

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

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

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

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

5. Provide business CAGE code: _____

*** END OF NARRATIVE ***

**FAR Provisions Incorporated by Reference**

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

| | | | | |
|---|---|---|---|---|
| | the Work. (Deviation 2026-O0038) | | | |

**DFARS Provisions Incorporated by Reference**

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

**FAR Provisions Incorporated by Full Text**

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

https://www.acquisition.gov/

(End of provision)

| | | | | |
|---|---|---|---|---|
| 52.252-5 | Authorized Deviations in | 2020-11 | | |

Provisions.

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

# Section M - Evaluation Factors for Award

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

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

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

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

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

a. Technical

b. Price

c. Past Performance

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

4. Evaluation process.

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

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

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

A. Action/Step-1 (Responsiveness).

i. Initially, the Government will verify the quote is signed, via SF18, blocks 14-16, and signed copies of all material amendments have been submitted. If the SF18 is signed and signed copies of material amendments have been included, the evaluation will continue. If the SF18 blocks 14-16

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

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

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

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

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

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

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

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

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

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

D. Action /Step 4 (Past Performance).

i. The Government shall review the recent and relevant past performance as listed in the survey. Recent contracts are those within the past three years. "Relevant" means the performance being considered must have a logical connection to the work described in the solicitation. Normally, relevance would include such aspects as the product or service similarity, product or service complexity, contract type, and magnitude. Magnitude is important because it will define not only the scope but project similarity to this requirement.

ii. Vendors whose System for Award Management (SAM) registration includes a Responsibility /Qualification record due to termination for cause or default, or administrative agreement, may be determined unacceptable and quote will be eliminated from any further evaluation.

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

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

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

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

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

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

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

*** END OF NARRATIVE ***

## FAR Provisions Incorporated by Reference

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