



**REQUEST FOR QUOTE (RFQ):
2026-2027 Winter Shotcrete Repair at
Eisenhower Lock
RFQ # 6923G527Q0001**

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	6923G527Q0001	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	10/09/2026	2 of 30

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
7. ISSUED BY CODE Great Lakes St. Lawrence Seaway Development Corporation Contracting Office 180 Andrews Street Massena, NY 13662		8. ADDRESS OFFER TO See Item 7
9. FOR INFORMATION CALL: ▶	a. NAME Chora Snyder, Contracting Officer	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 315-764-3206

SOLICITATION

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

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

Project: 2026 – 2027 Winter Shotcrete Repair at Eisenhower Lock in Massena, NY.

This acquisition is solicited as a 100% Total Small Business Set-aside. NAICS Code: 238110, Poured Concrete Foundation and Structure Contractors, Size Standard - \$19,000,000.00.

This acquisition will be awarded in accordance with FAR RFO Part 12. Quoters must be registered in the System for Award Management (www.sam.gov.).

Site Visit: October 21, 2026, 10:00am EST. See Site Visit Instructions (Page 27).

Questions due: October 23, 2026, 2:00pm EST. Email to: chora.snyder@dot.gov

Quotes due: November 04, 2026, 2:00pm EST. Email only to: chora.snyder@dot.gov

Performance (SF25) and Payment (SF25a) bonds are required ten (10) calendar days after award.

11. The contractor shall begin performance within <u>10</u> calendar days and complete it within <u>62</u> calendar days after receiving the notice to proceed.	
This performance period is ☒ mandatory ☐ negotiable.	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) ☒ YES ☐ NO	12b. CALENDAR DAYS 10 days

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Finalized quotes are due via email to chora.snyder@dot.gov by 2:00PM EST; November 04, 2026.

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

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

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

STANDARD FORM 1442 (REV. 12/2022)
 Prescribed by GSA - FAR (48 CFR) 53.236-1(d)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NUMBER (Include area code)	
		16. REMITTANCE ADDRESS (Include only if different than Item 14.)	
CODE	FACILITY CODE		

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

AMOUNTS



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

19. ACKNOWLEDGMENT OF AMENDMENTS									
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)									
AMENDMENT NUMBER									
DATE									
20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20b. SIGNATURE			20c. OFFER DATE	

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:	
22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT ☐ 10 U.S.C. 3204(a) () ☐ 41 U.S.C. 3304(a) ()
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY Great Lakes St. Lawrence Seaway Development Corporation 180 Andrews St Massena, NY 13662 Submit Invoices via Delphi e-Invoicing Portal

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31a. NAME OF CONTRACTING OFFICER (Type or print)	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

STANDARD FORM 1442 (REV. 12/2022) BACK

****NOTE: Quoters must be registered in SAM.gov and have an active registration at the time of this solicitation closing.**

SECTION I – GENERAL INFORMATION AND SCHEDULE

SCHEDULE OF SUPPLIES/SERVICES: See Attachment B –Pricing Sheet.

DESCRIPTION OF WORK: The Great Lakes St. Lawrence Seaway Development Corporation has a requirement for concrete rehabilitation in damaged areas at Eisenhower Lock as identified within the Statement of Work (SOW).

CONTRACT TYPE: This solicitation is a Request for Quote (RFQ) that will result in the award of a firm fixed price contract under FAR RFO Part 12.

CONTRACT PERIOD OF PERFORMANCE: The Contractor shall begin performance within 10 calendar days and complete within sixty-two (62) calendar days after receiving the notice to proceed. The lock is expected to be dewatered on or about January 12, 2027. The contractor is expected to complete all work inside the lock by March 8, 2027, and demobilize off-site by March 15, 2027.

PLACE OF PERFORMANCE:

Eisenhower Lock: 190A Barnhart Island Road, Massena, NY 13662 // 76 Barnhart Island Road, Massena, NY 13662.

SITE VISIT DATE: October 21, 2026, 10:00AM EST.

Participants shall meet at Eisenhower Lock, 76 Barnhart Island Road, Massena, NY 13662. Attendees must confirm their attendance via email to chora.snyder@dot.gov no later than October 20, 2026, at 5:00PM EST. See Site Visit Instructions (Page 27).

QUESTIONS DUE DATE: October 23, 2026, 2:00PM EST.

Questions must be sent via e-mail to chora.snyder@dot.gov arriving no later than October 23, 2026, 2:00 PM EST. After this due date further requests may not be accepted due to time constraints. For questions regarding this solicitation, email chora.snyder@dot.gov.

QUOTE DUE DATE: November 04, 2026, 2:00PM EST.

Quotes must be sent via e-mail to chora.snyder@dot.gov, no later than November 04, 2026, 2:00 PM EST.

SECTION II -SOLICITATION CLAUSES

The following clauses from the Federal Acquisition Regulation (FAR) and Transportation Acquisition Regulation (TAR) are incorporated into this contract.

52.252-2 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 address: <https://www.acquisition.gov/browse/index/far>, <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide>, <https://www.acquisition.gov/tar>

CLAUSE	TITLE	DATE
52.203-3	Gratuities	Apr 1984
52.203-6 Alt I	Restriction on Subcontractor Sales to the Government	Nov 2021
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020
52.203-17	Contractor Employee Whistleblower Rights.	Nov 2023

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Deviation)	Sept 2025
52.204-13	System for Award Management Maintenance (Deviation)	Sept 2025
52.204-14	Service Contract Reporting Requirements (Deviation)	Sept 2025
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Deviation)	Sept 2025
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Deviation)	Sept 2025
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Deviation)	Sept 2025
52.212-4	Contract Terms and Conditions – Commercial Products and Commercial Services (Deviation)	Sept 2025
52.219-6	Notice of Total Small Business Set-Aside (Deviation)	Nov 2025
52.219-8	Utilization of Small Business Concerns (Deviation)	Nov 2025
52.219-14	Limitations on Subcontracting (Deviation)	Nov 2025
52.219-28	Post-Award Small Business Program Representations (Deviation)	Nov 2025
52.222-3	Convict Labor (Deviation)	Oct 2025

52.222-6	Construction Wage Rate Requirements (Deviation)	Oct 2025
52.222-7	Withholding of Funds (Deviation)	Oct 2025
52.222-8	Payrolls and Basic Records (Deviation)	Oct 2025
52.222-10	Compliance with Copeland Act Requirements (Deviation)	Oct 2025
52.222-11	Subcontracts (Labor Standards) (Deviation)	Oct 2025
52.222-12	Contract Termination-Debarment (Deviation)	Oct 2025

52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	May 2014
52.222-14	Disputes Concerning Labor Standards (Deviation)	Oct 2025
52.222-15	Certification of Eligibility.	May 2014
52.222-35	Equal Opportunity for Veterans (Deviation)	Oct 2025
52.222-36	Equal Opportunity for Workers with Disabilities (Deviation)	Oct 2025
52.222-37	Employment Reports on Veterans (Deviation)	Oct 2025
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Deviation)	Oct 2025
52.222-50	Combating Trafficking in Persons (Deviation)	Oct 2025
52.222-54	Employment Eligibility Verification (Deviation)	Oct 2025
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (Deviation)	Oct 2025
52.222-62	Paid Sick Leave Under Executive Order 13706 (Deviation)	Oct 2025
52.222-90	Addressing DEI Discrimination by Federal Contractors (Deviation)	Apr 2026
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts. (Deviation)	Dec 2025
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024
52.223-23	Sustainable Products and Services (Deviation)	Dec 2025
52.225-9	Buy American – Construction Materials (Alt I) (Deviation)	Nov 2025
52.226-7	Drug-Free Workplace	May 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024
52.228-2	Additional Bond Security.	Oct 1997
52.228-5	Insurance-Work on a Government Installation.	Jan 1997
52.228-11	Individual Surety Pledge of Assets.	Feb 2021
52.228-12	Prospective Subcontractor Request for Bonds	Dec 2022
52.228-14	Irrevocable Letter of Credit.	Nov 2014
52.228-17	Individual Surety – Pledge of Assets (Bid Guarantee)	Feb 2021
52.229-3	Federal, State, and Local Taxes (Deviation)	Aug 2025
52.232-5	Payments under Fixed-Price Construction Contracts	May 2014

52.232-17	Interest	May 2014
52.232-23	Assignment of Claims	May 2014
52.232-27	Prompt Payment for Construction Contracts	Jan 2017
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023
52.233-3	Protest after Award (Deviation)	Nov 2025
52.233-4	Applicable Law for Breach of Contract Claim (Deviation)	Sept 2025

52.236-2	Differing Site Conditions (Deviation)	Aug 2025
52.236-3	Site Investigation and Conditions Affecting the Work (Deviation)	Aug 2025
52.236-5	Material and Workmanship (Deviation)	Aug 2025
52.236-6	Superintendence by the Contractor (Deviation)	Aug 2025
52.236-7	Permits and Responsibilities (Deviation)	Aug 2025
52.236-8	Other Contracts (Deviation)	Aug 2025
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Deviation)	Aug 2025
52.236-10	Operations and Storage Areas (Deviation)	Aug 2025
52.236-11	Use and Possession Prior to Completion (Deviation)	Aug 2025
52.236-12	Cleaning Up (Deviation)	Aug 2025
52.236-13	Accident Prevention (Alt I) (Deviation)	Aug 2025
52.236-14	Availability and Use of Utility Services (Deviation)	Aug 2025
52.236-15	Schedules for Construction Contracts (Deviation)	Aug 2025
52.236-17	Layout of Work (Deviation)	Aug 2025
52.236-21	Specifications and Drawings for Construction (Alt I) (Deviation)	Aug 2025
52.242-13	Bankruptcy.	Jul 1995
52.242-14	Suspension of Work	Apr 1984
52.243-4	Changes (Deviation)	Jul 2025
52.244-6	Subcontracts for Commercial Products and Commercial Services (Deviation)	Apr 2026
52.245-1	Government Property (Alt I) (Deviation)	Sept 2021
52.246-21	Warranty of Construction (Alt I)	Mar 1994
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Deviation)	Oct 2025
52.248-3	Value Engineering – Construction	Oct 2025
52.249-2	Termination for Convenience of the Government (Fixed Price (Alt I)	Apr 2012
52.249-10	Default (Fixed-Price Construction)	Apr 1984
1252.201-70	Contracting Officer's Representative	Nov 2022
1252.222-70	Strikes or Picketing Affecting Timely Completion of Contract Work	Nov 2022
1252.222-71	Strikes or Picketing Affecting Access to a DOT Facility	Nov 2022
1252.223-71	Accident and Fire Reporting	Nov 2022

1252.223-73	Seat Belt Use Policies and Programs	Nov 2022
1252.228-74	Notification of Payment Bond Protection	Nov 2022
1252.239-74	Safeguarding DOT Sensitive Data and Cyber Incident Reporting	Nov 2022
1252.239-91	Records Management	Nov 2022
1252.239-93	Information and Communication Technology Accessibility	Nov 2022

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.211-12 LIQUIDATED DAMAGES – CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$1,846.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS -CONSTRUCTION (JUN 2020)

Definitions. As used in this clause

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

(b) Amount of required bonds. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price. (ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance

agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the:

U.S. Department of the Treasury,
Financial Management, Service Surety Bond Branch, 3700 East West Highway, Room 6 F01,
Hyattsville, MD 20782.
Or via the internet at <http://www.fms.treas.gov/c570/>.

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

(End of clause)

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION) (SEPT 2025)

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at <https://www.sam.gov> (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

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

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of

Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

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

- (1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

- (1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
 - (i) Of that equipment; or
 - (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
- (2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

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

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

- (1) Is developed or provided by a Kaspersky Lab-covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

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

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

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

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

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

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract.* Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) *Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.*

(1) *Prohibition.* The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures.* The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is

consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers.* The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.*

(1) *Certain telecommunications and video surveillance equipment, systems, or services.*

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) *Office of Foreign Assets Control Restrictions.*

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at <https://www.trade.gov/consolidated-screening-list>, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition.* The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions.*

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over \$15,000) with Iran's Revolutionary Guard Corps or any of its officials,

agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders.*

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

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

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

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders.

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

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry.* The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report.*

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

- (ix) Any readily available information about mitigation actions implemented or recommended.
- (2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
- (i) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.
- (ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
- (iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
- (3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.
- (4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) New FASCSA orders report.

- (1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.
- (2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
- (3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:
- (i) Contract number and order number, if applicable;
- (ii) Name of the covered article or source subject to a FASCSA order;
- (iii) The specific FASCSA order the product or service does not comply with;
- (iv) The elements of (h)(1)(iii) through (ix) of this clause.
- (j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

Alternate I (DATE XXXX). As prescribed in 40.205(b), substitute the following paragraph (e)(1) for paragraph (e)(1) of the basic clause:

(e) Governmentwide exclusion and removal orders.

- (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1). *[Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:]*

Yes ☐ No ☐ DHS FASCSA Order

Yes ☐ No ☐ DoD FASCSA Order

Yes ☐ No ☐ DNI FASCSA Order

(End of clause)

52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (DEVIATION) (SEPT 2025)

(a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements.*

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements

specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) *Definition.* "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not-

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of his- section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may-

- (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
- (2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Nov 2020)

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

(b) The use in this solicitation or contract of any *Transportation Acquisition Regulation* (48 CFR Chapter 12) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

1252.204-70 CONTRACTOR PERSONNEL SECURITY AND AGENCY ACCESS (NOV 2022)

Definitions. As used in this clause -

Agency access means access to DOT facilities, sensitive information, information systems or other DOT resources.

Applicant means a contractor employee for whom the Contractor applies for a DOT identification card. *Contractor employee* means a prime contractor and subcontractor employee who requires agency access to perform work under a DOT contract.

Identification card (or "ID card") means a government issued or accepted identification card such as a Personal Identity Verification (PIV) card, a PIV-Interoperable (PIV-I) card from an authorized PIV-1 issuer, or a non-PIV card issued by DOT, or a nonPIV card issued by another Federal agency and approved by DOT. PIV and PIV-1 cards have physical and electronic attributes that other (non-PIV) ID cards do not have.

Issuing office means the DOT entity that issues identification cards to contractor employees.

Local security servicing organization means the DOT entity that provides security services to the DOT organization sponsoring the contract.

Risk and sensitivity level designations. For contracts requiring access to DOT facilities, sensitive information, information systems or other DOT resources, contractor employees will be required to complete background investigations, identity proofing, and government identification card application procedures to determine suitability for access. DOT will assign a risk and sensitivity level designation to the overall contract and/or to contractor employee positions by category, group or individual. The risk and sensitivity level designations will be the basis for determining the level of personnel security processing required for contractor employees. The following risk and sensitivity level designations and associated level of processing are required, and each level includes the prior levels

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Low risk level: National Agency Check with Written Inquiries (NACI);

Moderate risk level: Minimum Background Investigation (MBI); and

High risk level: Background Investigation.

Security clearances. Contractor employees may also be required to obtain security clearances (i.e., Confidential, Secret, or Top Secret). National Security work designated “special sensitive,” “critical sensitive,” or “non-critical sensitive,” will determine the level of clearance required for contractor employees. Personnel security clearances for national security contracts in DOT will be processed according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM).

Pre-screening of contractor employees. The Contractor must pre-screen individuals designated for employment under any DOT contract by verifying minimal suitability requirements to ensure that only candidates that appear to meet such requirements are considered for contract employment, and to mitigate the burden on the Government of conducting background investigations on objectionable applicants. The Contractor must exercise due diligence in pre-screening all employees prior to submission to DOT for agency access. DOT may decline to grant agency access to a contractor employee for reasons including, but not limited to -

Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude;

Falsification of information entered on forms or of other documents submitted;

Improper conduct including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct adverse to the Government regardless of whether the conduct is directly related to the contract; and

Any behavior judged to pose a potential threat to DOT facilities, sensitive information, information systems or other resources.

Citizenship status. The Contractor must monitor a non-citizen's continued authorization for employment in the United States. The Contractor must provide documentation to the Contracting Officer or the Contracting Officer's Representative (COR) during the background investigation process that validates that the E-Verify requirement has been met for each contractor employee.

Background investigation and adjudication. A contractor employee must have a favorable adjudication of background investigation before DOT will issue an ID card to the contractor employee granting access to DOT facilities, sensitive information, information systems or other DOT resources. DOT may accept favorable adjudications of background investigations from other Federal agencies when applicants have held PIV cards issued by those agencies with no break in service. DOT may also accept PIV-I (Interoperable) cards issued by an authorized PIV-1 issuer as evidence of identity. A favorable adjudication does not preclude DOT from initiating a new investigation when deemed necessary. At a minimum, the FBI National Criminal History Check (fingerprint check) must be favorably completed before a DOT identification card can be issued. Each Contractor must use the Office of Personnel Management's (OPM) e-QIP system to complete any required investigative forms. Instructions for obtaining fingerprints will be provided by the COR or Contracting Officer. The DOT Office of Security, M-40, or a DOT organization delegated authority by M-40, is responsible for adjudicating the suitability of contractor employees.

Agency access denied. Upon contract award, DOT will initiate the agency access procedure for all contractor employees requiring access to DOT facilities, sensitive information, information systems and other DOT resources for contract performance. DOT may deny agency access to any individual about whom an adverse suitability determination is made. Failure to submit the required security information or to truthfully answer all questions shall constitute grounds for denial of access. The Contractor must not provide agency access to contractor employees until the COR or Contracting Officer provides notice of approval, which is authorized only by the DOT Office of Security (M-40) or a DOT organization delegated authority by M-40. Where a proposed contractor employee is denied agency access by the Government or, if for any reason a proposed application is withdrawn by the Contractor during the agency access process, the additional costs and administrative burden for conducting additional background investigations caused by a lack of effective prescreening or planning on the part of the Contractor may be considered as part of the Contractor's overall performance evaluation.

Identification card application process. The COR will be the DOT ID card Sponsor and point of contact for the Contractor's application for a DOT ID card. The COR shall review and approve the DOT ID card application before an

ID card is issued to the applicant. An applicant may be issued either a Personal Identity Verification (PIV) card that meets the standards of Homeland Presidential Security Directive (HSPD-12), or an applicant may be issued a non-PIV card. Generally, a non-PIV card will be issued for contracts that expire in six months or less, including option periods. The COR may request the issuing office to waive the six-month eligibility requirement when it is in DOT's interest for contract performance. The following applies -

PIV card. The applicant must complete a DOT on-line application for a PIV card;

Non-PIV card. The applicant must complete and submit a hard copy of Form 1681 to the COR/Sponsor; and

Regardless of the type of card to be issued (PIV or non-PIV), the applicant must appear in person to provide two forms of identity source documents in original form to DOT. The identity source documents must come from the list of acceptable documents included in Form F-9, OMB No. 1115-0136, Employment Eligibility Verification. At least one document must be a valid State or Federal government-issued picture identification. For a PIV card, the applicant may be required to appear in-person a second time for enrollment and activation.

Identification card custody and control. The Contractor is responsible for the custody and control of all forms of government identification issued by DOT to contractor employees for access to DOT facilities, sensitive information, information systems and other DOT resources. The Contractor shall:

Provide a listing of personnel for whom an identification (ID) card is requested to the COR or PM who will provide a copy of the listing to the card issuing office. This may include Contractor and subcontractor personnel. Follow issuing office directions for submittal of an application package(s).

While visiting or performing work on a DOT facility, as specified by the issuing office, PM or COR, ensure that contractor employees prominently display their ID card.

Immediately notify the COR or, if the COR is unavailable, the Contracting Officer when a contractor employee's status changes and no longer requires agency access (e.g., employee's transfer, completion of a project, retirement, removal from work on the contract, or termination of employment) that may affect the employee's eligibility for access to the facility, sensitive information, or resources.

Promptly deliver to the issuing office: (a) all ID cards assigned to an employee who no longer requires access to the facility; and (b) all expired ID cards within five (5) days of their expiration or all cards at time of contract termination, whichever occurs first.

Immediately report any lost or stolen ID cards to the issuing office and follow its instructions.

The Contractor is responsible for maintaining and safeguarding the DOT ID card upon issuance to the contractor employee. The Contractor must ensure that contractor employees comply with DOT requirements concerning the renewal, loss, theft, or damage of an ID card. The Contractor must immediately notify the COR or, if the COR is unavailable, the Contracting Officer when an ID card is lost, stolen or damaged.

Failure to comply with the requirements for custody and control of DOT ID cards may result in withholding final payment or contract termination based on the potential for serious harm caused by inappropriate access to DOT facilities, sensitive information, information systems or other DOT resources.

Specific actions and activities are required in certain events -

Renewal. A contractor employee's DOT issued ID card is valid for a maximum of three years or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin six weeks before the PIV card expiration date. If a PIV card is not renewed before it expires, the contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources.

Lost/stolen. Immediately upon detection, the Contractor or contractor employee must report a lost or stolen DOT ID card to the COR, or if the COR is unavailable, the Contracting Officer, the issuing office, or the local servicing security organization. The Contractor must submit an incident report within 48 hours, through the COR or, if the COR is unavailable, the Contracting Officer, the issuing office, or the local security servicing organization describing the circumstances of the loss or theft. The Contractor must also report a lost or stolen PIV card through the DOT on-line registration system. If the loss or theft is reported by the Contractor to the local police, a copy of the police report must be provided to the COR or Contracting Officer. From the date of notification to DOT, the Contractor must wait

three days before getting a replacement ID card. During the 3-day wait period, the contractor employee must sign in daily for facility access.

Replacement. An ID card will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than 3 days, provided there is a continuing need for agency access to perform work under the contract.

Surrender of ID cards. Upon notification that routine access to DOT facilities, sensitive information, information systems or other DOT resources is no longer required, the Contractor must surrender the DOT issued ID card to the COR, or if the COR is unavailable, the Contracting Officer, the issuing office, or the local security servicing organization in accordance with agency procedures.

(j) *Flow down of clause.* The Contractor is required to include this clause in any subcontracts at any tier that require the subcontractor or subcontractor's employees to have access to DOT facilities, sensitive information, information systems or other resources.

(End of Clause)

1252.232-70 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (DEVIATION) (AUG 2025)

Definitions. As used in this clause— *Contract financing payment* has the meaning given in FAR 32.001. *Payment request* means a bill, voucher, invoice, or request for contract financing payment or invoice payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices," this clause, and the applicable Payment clause included in this contract. *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests. *Invoice payment* has the meaning given in FAR 32.001.

Electronic payment requests. Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Governmentwide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required. Processing system. The Department of Transportation utilizes the DELPHI system for processing invoices. The DELPHI module for submitting invoices is called iSupplier. Access to DELPHI is granted with electronic authentication of credentials (name & valid email address) utilizing the GSA credentialing platform login.gov. Vendors submitting invoices are required to submit invoices via iSupplier (DELPHI) and authenticated via www.login.gov.

(d) Invoice requirements. To receive payment and in accordance with the Prompt Payment Act, all invoices submitted as attachments in iSupplier (DELPHI) shall contain the following:

- (1) Invoice number and invoice date.
- (2) Period of performance covered by invoice.
- (3) Contract number and title.
- (4) Task/Delivery Order number and title (if applicable).
- (5) Amount billed (by CLIN), current and cumulative.
- (6) Total (\$) of billing.
- (7) Cumulative total billed for all contract work to date.
- (8) Name, title, phone number, and mailing address of person to be contacted in the event of a defective invoice.
- (9) Travel. If the contract includes allowances for travel, all invoices which include charges pertaining to travel expenses will catalog a breakdown of reimbursable expenses with the appropriate receipts to substantiate the travel expenses.
- (10) The following statement "The Contractor certifies that, by submitting this invoice to the Government, the supplies and/or services billed have been shipped, rendered, or delivered in accordance with instructions issued by the ordering officer; that they are reflected in the quantities and/or period of performance stated on the invoice; and that such supplies and/or services conform to the quantity and quality requirements specified in the applicable contract, order, or blanket purchase agreement. Furthermore, pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Contractor certifies that it is in compliance with the Equal Protection principles

of the Constitution and all applicable Federal anti-discrimination laws, and acknowledges that such compliance is material to the Government's payment decision under the False Claims Act (31 U.S.C. § 3729(b)(4)). The Contractor also affirms that it does not operate any diversity, equity, and inclusion (DEI) initiatives that are inconsistent with the Equal Protection principles of the Constitution and the non-discrimination requirements of Federal law, as interpreted by the Supreme Court in *Students for Fair Admissions v. Harvard*, 600 U.S. 181 (2023)."

Payment system registration. All persons accessing the iSupplier (DELPHI) will be required to have their own unique user ID and password and be credentialed through login.gov.

Electronic authentication. See www.login.gov for instructions. To create a www.login.gov account, the user will need a valid email address and a working phone number. The user will create a password and then www.login.gov will reply with an email confirming the email address.

iSupplier (DELPHI) registration instructions: New users should navigate to: <http://einvoice.esc.gov> to establish an account. Users are required to log in to iSupplier (DELPHI) every 45 days to keep it active.

Training on DELPHI. To facilitate use of DELPHI, comprehensive user information is available at <http://einvoice.esc.gov>. Account Management. Vendors are responsible to contact their assigned COR when their firm's points of contacts will no longer be submitting invoices, so they can be removed from the system.

Waivers. For contractors/vendors who are unable to utilize DOT's DELPHI system, waivers may be considered by DOT on a case-by-case basis. Vendors should contact their Contracting Officer's Representative (COR) for procedures.

Exceptions and alternate payment procedures. If, based on one of the circumstances set forth in 1232.7002(a) or (b), and the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request. If DELPHI is succeeded by later technology, the Contracting Officer will supply the Contractor with the latest applicable electronic invoicing instructions.

(End of clause)

1252.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES (NOV 2022)

(a) *Definition. Sensitive information*, as used in this clause, means any information that is proprietary data or, if subject to unauthorized access, modification, loss, or misuse, could adversely affect the national interest, the conduct of Federal programs, or the privacy of individuals specified in The Privacy Act, 5 U.S.C. 552a, but has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

(b) Work under this contract may involve access to DOT facilities or sensitive information or resources (e.g., information technology including computer systems). To protect sensitive information, which shall not be disclosed by the contractor unless authorized in writing by the Contracting Officer, the Contractor shall provide training to any contractor employees authorized to access sensitive information, and upon request of the Government, provide information to assist the Government in determining an individual's suitability to have authorization.

(c) The Contracting Officer may require dismissal from work under this contract of those employees deemed incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.

(d) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's Representative (COR) or Program Manager's (PM) request, the Contractor's employees shall be fingerprinted or subject to other

investigations as required.

(e) The Contractor shall ensure that contractor employees working on this contract are citizens of the United States of America or non-citizens who have been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by U.S. Citizenship and Immigration Services (USCIS) documentation.

(f) Subcontract flow-down requirement. The Contractor shall include this clause, including this paragraph (f), in subcontracts whenever this clause is included in the prime contractor's contract.

(End of clause)

PLACE OF ACCEPTANCE

(a) The Contracting Officer or the duly authorized representative will accept supplies and services to be provided under this contract.

(b) The place(s) of acceptance will be:

Great Lakes St Lawrence Seaway Development Corporation (GLS)
190A Barnhart Island Road / 76 Barnhart Island Road
Massena, NY 13662

(End of Text)

CONTRACTING OFFICER'S REPRESENTATIVE

TBD is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The COR is located at:

Department of Transportation
Great Lakes St. Lawrence Seaway Development Corporation (GLS)
180 Andrews Street
Massena, NY 13662
Phone Number: TBD
E-mail: TBD

The responsibilities and limitations of the COR are as follows:

The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer.

(End of Text)

INSURANCE REQUIREMENTS:

The Contractor shall maintain, at a minimum, the following insurance coverages during the period of performance:

- Workers' Compensation: As required by New York State law.
- General Liability: \$500,000 per occurrence for bodily injury.
- Automobile Liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage

(End of Text)

SECTION III -LIST OF ATTACHMENTS AND EXHIBITS

Attachment	Description	Published Date	No. of Pages
A	Statement of Work	N/A	9
B	Pricing Sheet	N/A	N/A
C	Davis-Bacon Act WD # NY20260009	July 30, 2026	13
D	Reference Drawings and Attachments.zip	N/A	N/A

SECTION IV – INSTRUCTIONS, CONDITIONS, AND NOTICES TO QUOTERS**PROVISIONS INCORPORATED BY REFERENCE**

The following provisions from the Federal Acquisition Regulation (FAR) are incorporated into this contract:

PROVISION	TITLE	DATE
52.203-11	Certifications and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep 2024
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	Jan 2017
52.204-7	System for Award Management (Deviation)	Sept 2025
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations -Representations (Deviation)	Sept 2025
52.209-7	Information Regarding Responsibility Matters (Deviation)	Sept 2025
52.209-13	Violation of Arms Control Treaties or Agreements – Certification (Deviation)	Sept 2025
52.219-1	Small Business Program Representations (Deviation)	Nov 2025
52.222-5	Construction Wage Rate Requirements-Secondary Site of Work (Deviation)	Oct 2025
52.223-1	Biobased Product Certification (Deviation)	Dec 2025
52.223-4	Recovered Material Certification	May 2008
52.225-10	Notice of Buy American Requirement – Construction Materials	May 2014
52.228-1	Bid Guarantee	Sept 1996
52.228-17	Individual Surety -Pledge of Assets (Bid Guarantee)	Feb 2021
52.229-11	Tax on Certain Foreign Procurements -Notice and Representation (Deviation)	Aug 2025

52.240-90	Security Prohibitions and Exclusions Representations and Certifications (Deviation)	Sept 2025
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52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEVIATION) (SEPT 2025)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(1) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(2) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (SEPT 2025)

(a) The Government will not enter into a contract with any corporation that—

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

52.216-1 TYPE OF CONTRACT (Apr 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (DEVIATION) (SEPT 2025)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<https://www.acquisition.gov/browse/index/far>, <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide>, <https://www.acquisition.gov/tar>

(End of Provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any TAR (48 CFR Chapter 12) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

SITE VISIT INSTRUCTIONS

(a) Site Inspection: Quoters are urged and expected to inspect the site where the work will be performed to thoroughly understand the existing conditions, logistics, and constraints.

(b) Scheduled Visit: An organized site visit has been scheduled for:

- **Date:** Wednesday, October 21, 2026
- **Time:** 10:00 AM EST

(c) Meeting Location: Participants shall meet at Eisenhower Lock, 190A Barnhart Island Road, Massena, NY 13662.

(d) Attendance and RSVP Instructions: Due to security and logistical requirements at the active lock site, all interested quoters must pre-register for the site visit. Attendees shall confirm their attendance via email to chora.snyder@dot.gov no later than October 20, 2026, at 5:00 PM EST. Please provide the company name and the names of all individuals who will be attending.

COMMUNICATIONS AND QUESTIONS

Communications shall be conducted electronically by e-mail to chora.snyder@dot.gov

The due date for questions concerning this solicitation is 2:00 PM EST on Friday, October 23, 2026. Questions received after the cut-off date will generally not be considered.

Any information given to one Quoter concerning this requirement will be furnished at the same time to other prospective quoter(s), if that information is necessary in submitting quotes, or if lack of it would be prejudicial to the other prospective quoter(s).

QUOTE ORGANIZATION : DUE DATE IS FRIDAY, NOVEMBER 04, 2026, 2:00PM EST.

In response to this RFQ, the Quoter shall prepare a detailed response meeting all stated requirements and comply with the following limitations and characteristics:

- Do not include marketing materials.
- Submission shall be provided in electronic format.
- Arial size 11 font or Times New Roman 12 font shall be used.
- Quotes shall be submitted in a format readable by Microsoft (MS) Word 2007, MS Excel 2007, or in text searchable PDF format, as applicable.

Required Documents:

Each quoter shall furnish the information required by the solicitation, which includes:

1. Cover letter with point of contact name, email address, phone/FAX number, physical address, Unique Entity Identifier (UEI), and business size under NAICS Code 238110.
2. Signed copies acknowledging solicitation amendments, if applicable
3. Statement of Acknowledgement that quoter holds an active registration at <https://www.sam.gov>.
4. Quoter's Technical and Past Performance Response
5. Attachment B -Pricing Sheet
6. Bid bond

Quote materials shall be organized as follows: Section 1 Technical and Past Performance Response and Section 2 Price Quote. All Sections are to be clearly separated from the other (i.e., page break, blank page divider, separate electronic files, etc.). Each Quoter shall provide all price information only in the Price Quote. The Technical Response shall not contain any price information.

To be acceptable, the quote must meet all the requirements set forth in the Statement of Work (SOW).

****The Technical Response shall not contain any price information.**

1. TECHNICAL

Factor 1: Technical Response -Limit 10 pages

The technical response is limited to 10 pages that includes all pages including cover page, table of contents, indexes, etc. unless otherwise specified in this solicitation.

1. The Quoter must provide a technical response that demonstrates its ability to meet the requirements identified in Attachment A, Statement of Work (SOW).
2. The Quoter must provide a preliminary project plan. The project plan must include a preliminary project schedule and a preliminary worksite layout plan. The preliminary schedule must show the order in which work is to be performed and the dates on which the contractor contemplates starting and completing each task. The preliminary worksite layout plan must detail how the quoter intends to organize and utilize the site at Eisenhower Lock to safely and efficiently execute the repairs. Additionally, the technical response must include documentation verifying that at least two proposed shotcrete nozzlemen are certified in accordance with the ACI 660 Shotcrete Nozzleman Certification Committee requirements.

Statements that the quoter understands, can or will comply with all specifications, or statements paraphrasing the specification of parts thereof, or phrases such as "standard procedures will be used" or "well-known techniques" will be considered insufficient.

Factor 2: Past Performance -Limit 5 Pages

Quoters must submit at least two (2) but no more than three (3) past performance references of contracts accomplished within the last five years that are of a similar scope, magnitude, and complexity. The references shall include the following information:

- Contract Number and description;
- Contract Type (i.e., Firm Fixed Price, Time and Materials, etc.);
- Final contract amounts to include a statement as to whether there was a contract under / overrun, as applicable;
- Customer Technical Point of Contact (name, email address, and phone number);

- Customer Contractual Point of Contact (name, email address, and phone number).

2. PRICE

Price

Quoters must provide a firm fixed price quote, using Attachment B - Pricing Sheet, in accordance with the Statement of Work. **(No other format is authorized and will not be accepted)**

EVALUATION OF QUOTATIONS

The Government will evaluate and utilize Lowest Price Technically Acceptable (LPTA) source selection procedures in accordance with FAR RFO 12, as supplemented for this solicitation. The quoter must submit sufficient information, description, quantities, and technical information in its quote for the Government to make a comprehensive evaluation of its capability in providing the requirements listed in the solicitation. Quotes submitted must meet characteristics presented in the RFQ and SOW to be deemed technically acceptable.

All technically acceptable quoters, with acceptable past performance, shall be evaluated equally with respect to technical capability and past performance. The best value determination and subsequent contract award will be made to the quoter who has met all solicitation requirements, has been determined to be technically acceptable, has no less than acceptable past performance, and who has offered the lowest price. The Government intends to select ONE contractor for award of this effort. The Contracting Officer may determine that the number of quotations that might otherwise be included for evaluation of technical acceptability exceeds the number at which an efficient evaluation can be conducted. As such, the quotes will be sorted by lowest price and if the lowest priced quote submitted is found technically acceptable, no other quotations will be evaluated, and award will be made to the lowest priced, technically acceptable quoter. However, if the lowest priced quote is not found technically acceptable, the next lowest priced quote will be evaluated until the lowest priced, technically acceptable quote is found.

Factor 1: Technical Response

The government will evaluate the quoter's technical response for demonstration of its ability to successfully perform the technical aspects of the contract. Quotes will be evaluated as follows:

1. The Government will evaluate the quoter's technical response for demonstration of its ability to provide the requirements identified in Attachment A, SOW, for thoroughness and efficiency.
2. The Government will evaluate the quoter's preliminary project schedule and worksite layout plan for completeness, effectiveness, and logistical feasibility. Additionally, the Government will evaluate the technical response to verify it includes valid ACI 660 Shotcrete Nozzleman certifications for at least two proposed nozzlemen. If a quoter fails to submit a project plan that includes a preliminary project schedule and a preliminary worksite layout plan, or fails to provide the required nozzleman certifications, the quote will be evaluated as unacceptable and the quoter will be ineligible for contract award.

This factor will be rated as either "acceptable" or "unacceptable."

Rating	Description
Acceptable	Quote clearly meets all the requirements listed in the solicitation in accordance with the SOW.
Unacceptable	Quote does not clearly meet all the requirements listed in the solicitation in accordance with the SOW.

An "Unacceptable" rating on any section of the technical evaluation will make the overall technical rating "Unacceptable" which causes the quote to be ineligible for award.

Factor 2: Past Performance

The Government will evaluate the relevant merits of the quoter's past performance based on its record with its current and former customers. The government will evaluate for relevancy -performance that has taken place within the past five years. The government will evaluate for similarity in scope, magnitude, and complexity in provided past performance to the scope, magnitude, and complexity of the SOW. Past performance ratings for contracts that were completed more than five years before the date of the issuance of this solicitation are not considered relevant and will not be evaluated.

Quoters are advised that in conducting the past performance assessment, the Government may also use past performance information obtained from sources other than those identified by the quoter (including but not limited to CPARS).

Past performance will be evaluated as defined below:

RATING	DESCRIPTION
Acceptable	Based on the quoter's performance record, the Government has a reasonable expectation that the quoter will successfully perform the required effort.
Unacceptable	Based on the quoter's performance record, the Government does not have a reasonable expectation that the quoter will successfully perform the required effort.
Neutral	Quoters lacking relevant past performance history will not be evaluated favorably or unfavorably on past performance but will be assigned a Neutral rating.

The Government will use its discretion to determine the sources of past performance information used in the evaluation, and the information may be obtained from references provided by the quoter, the agency's knowledge of contractor performance, other government agencies or commercial entities, or past performance databases.