

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 140FC126Q0044	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 09/08/2026	PAGE 1	OF 44	PAGES
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 0044045433		6. PROJECT NO.	
7. ISSUED BY FWS, Constr A/E 1 FWS, Construction A/E Tea 5275 Leesburg Pike Falls Church VA 22041		CODE FC1	8. ADDRESS OFFER TO		
9. FOR INFORMATION CALL		a. NAME Adam Graham		b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 7623250609	

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)

Attachment 1 Scope of Work (SOW, PWS, S00) St. Marks Tram Rd Bridge dated 3 September 2026 (19 pages)

Attachment 2 Drawings Specifications A Project Location dated 12 May 2026 (1 page)

Attachment 3 Drawings Specifications B Existing Photos dated 12 May 2026 (6 pages)

Attachment 4 Drawings Specifications C 41640 00116 2023 Inspection Full Report dated 18 July 2026 (37 pages)

Attachment 5 Drawings Specifications D 41640 00116 1999 Plans dated 14 June 1999 (3 pages)

Attachment 6 DOL Wage Determination #FL20250278 dated 18 May 2026 (4 pages)

Attachment 7 Bid Sheet dated 17 August 2026 (1 page)

Attachment 8 Conceptual Design Illustrations dated 18 August 2026 (3 pages)

Attachment 9 Photographs of Site dated 3 September 2026 (3 pages)

Attachment 10 WHIPPS Water Control Gates dated 3 September 2026 (2 pages)

Attachment 11 Aucilla Tram Bridge Field Notes and Sketch dated 26 August 2026 (4 pages)

11. The contractor shall begin performance within <u>10</u> calendar days and complete it within <u>460</u> calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. (See <u>SECTION F.1.0 & SOW</u>).	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) ☒ YES ☐ NO	12b. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1100 (hour) local time 10/16/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

d. Offers providing less than 0 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
16. REMITTANCE ADDRESS (Include only if different than Item 14.)	
CODE	FACILITY CODE

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

AMOUNTS



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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	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 FWS, Constr A/E 1 FWS, Construction A/E Tea 5275 Leesburg Pike Falls Church VA 22041	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u> 1 </u> 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) Adam Graham
30b. SIGNATURE	31b. UNITED STATES OF AMERICA BY
30c. DATE	31c. DATE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGES
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The U.S. Fish and Wildlife Service (USFWS) seeks firm-fixed-price Design-Build services for the Aucilla Tram Road Bridge Alteration at St. Marks National Wildlife Refuge in Wakulla County, Florida. The project generally consists of the professional design, engineering, permitting, and construction services necessary to modify the existing bridge and water control structure (WCS) to provide Refuge personnel with safe and practical access to operate the WCS stop logs from above the structure. The work includes modifications to the bridge deck and/or WCS components as necessary for the approved design; replacement of the existing timber stop logs; installation or modification of corrosion-resistant guide channels, retention components, lifting provisions, and associated hardware; and removal and replacement of the existing bridge guardrails and related components. The Design-Builder shall maintain the structural integrity and required functionality of the existing bridge and WCS and perform all work in accordance with the Statement of Work and other solicitation requirements. The period of performance is 460 calendar days after the date the contractor receives the first notice to proceed to complete all work. This acquisition is a Total 100% Small Business Set-Aside and will be conducted using Simplified Acquisition Procedures in accordance with FAR Part 13 and construction procedures under FAR Part 36. The contract type will be Firm-Fixed-Price completion. The applicable North American Industry Classification System (NAICS) code is 237310 Highway, Street, and Bridge Construction which has a size standard of \$45M. This Design-Build acquisition will be conducted using a single-phase approach and evaluated using a Lowest-Priced Technically Acceptable (LPTA) methodology. Award will be made to the responsible quoter submitting the lowest-priced quotation that is determined technically Continued...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGES
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	acceptable and whose price is determined fair and reasonable. No tradeoffs will be made for technical features or enhancements exceeding the minimum requirements of the solicitation. Quoters are therefore encouraged to provide their best and lowest price for a technically acceptable solution that fully satisfies the Government's minimum requirements. Liability insurance as well as performance and payment bonds will be required after award; therefore, offerors shall include all associated costs in their quotation. See FAR 52.228-15 and DIAR 1452.228-70. A bid guarantee, however, is NOT required. The deadline for submission of questions is 25 September 2026 at 11:00 AM Eastern Time. Government responses to timely submitted questions are currently anticipated on or about 5 October 2026, subject to Government system availability. As further described in Section L.1.3, anticipated Department of the Interior system maintenance may delay the Government's ability to post responses and solicitation amendments. A longer solicitation response period has therefore been provided to account for the anticipated system outage and to provide quoters adequate time to review the Government's responses before submitting quotations. The quotation submission deadline may be shortened or extended by solicitation amendment, as appropriate, based on system availability and the timing of the Government's responses to questions. Prospective offerors are strongly encouraged to attend the organized site visit (see Section L, L.1.0). For any questions regarding this solicitation or to submit formal inquiries, contact Adam Graham, Contract Specialist, at adam_graham@ios.doi.gov. Delivery: 02/15/2028 Delivery Location Code: 0011279930 FWS ST MARKS NWR POST OFFICE BOX 68 ST. MARKS FL 32355-0068 US Continued...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	Period of Performance: 11/02/2026 to 02/15/2028 Design-Build Aucilla Tram Road Bridge Alterations Complete design-build services for the Aucilla Tram Road Bridge and WCS alterations in accordance with the SOW and all contract requirements. Complete all work within 460 calendar days after issuance of the Design Notice to Proceed (NTP). Firm-Fixed-Price.				

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

SECTION B – PRICES (QUOTE SCHEDULE)

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip Code: _____

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

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

Phone Number: _____ Email Address: _____

This requirement is for one (1) Firm-Fixed-Price Design-Build contract for the alteration of the Aucilla Tram Road Bridge at St. Marks National Wildlife Refuge in Wakulla County, Florida

Item no.	Item Description	Quantity	Unit of Measure	Unit Price	Total
100	Permitting/Permits	1	LS	\$	\$
101	Geotechnical Investigation	1	LS	\$	\$
102	Topographic Survey	1	LS	\$	\$
103	35% Schematic Design Services	1	LS	\$	\$
104	65% Design Development Services	1	LS	\$	\$
105	95% Construction Documents Services	1	LS	\$	\$
106	100% Construction Documents Services	1	LS	\$	\$
400	Construction Services	1	LS	\$	\$
GRAND TOTAL					\$

LS = Lump Sum

NOTE: At the time of award, it is anticipated that all line items will be consolidated into a single Contract Line Item Number (CLIN). The line-item pricing breakdown above is requested to facilitate price analysis and comparison with the Independent Government Cost Estimate (IGCE) for purposes of contract award and any subsequent contract modifications. Notwithstanding the foregoing, the Government reserves the right to award the eight (8) CLINs identified above as separate CLINs.

(End of Section B)

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

See Attached Statement of Work included within Section J and accompanying specifications.

(End of Section C)

SECTION D – PACKAGING AND MARKING

D.1.0 PAYMENT OF POSTAGE FEES

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

D.2.0 MARKING

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

(End of Section D)

SECTION E – INSPECTION AND ACCEPTANCE

The following clauses are incorporated by reference:

52.246-12	Inspection of Construction	AUG 1996
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(End of Section E)

SECTION F – PROJECT DELIVERY

F.1.0 PERIOD OF PERFORMANCE

The Contractor shall commence the Design Phase within 10 calendar days after receipt of the Design Notice to Proceed (NTP-Design). Construction shall not commence until issuance of the Construction Notice to Proceed (NTP-Construction). See the Statement of Work for all Design-Build milestones and completion requirements which provides **460 calendar days** after the date the contractor receives the first notice to proceed to complete all work. The time stated for completion includes final cleanup of the premises. *See* Statement of Work for Specific Design Build Milestones, Construction, and Completion requirements.

F.2.0 PROGRESS PLAN

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

The following clauses are incorporated by reference:

52.242-14	Suspension of Work	APR 1984
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(End of Section F)

SECTION G – CONTRACT ADMINISTRATION DATA

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

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

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

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

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

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

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

(End of Local Clause)

(End of Section G)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

Unless otherwise specified in Section C, work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be performed on Saturday, Sunday, or Federal holidays unless authorized by the COR.

H.2.0 ENVIRONMENTAL INTERRUPTION OF WORK

H.2.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions, fire danger, or because it is impracticable to work during the winter season. The Contractor will be given a resume work order which will document the date the work suspension ends. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration. An allowance has been included in the contract time for environmental delays. The count of contract time will therefore continue during all periods of suspension due to normal weather conditions, including fire danger. The Contractor will not be entitled to additional contract time for any suspensions except to the extent that they are due to unusually severe weather conditions.

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

H.3.0 DRAWINGS

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

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

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

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

H.4.3 Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance and/or changes in the work. If such delays and/or changes are ordered, the time of

performance and contract price shall be adjusted in accordance with the applicable clauses in Section I of this contract.

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

H.5.0 SUBSTITUTION – PROCESSION OF WORK

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

H.6.0 ENVIRONMENTAL IMPACT

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law, including, but not limited to Executive Order 12088, 13 October 1978, Federal Compliance with Pollution Control Standards; the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 ET SEQ); the Clean Air Act as amended (42 U.S.C. Sec 7401 ET SEQ); the Endangered Species Act, as amended (16 U.S.C. Sec 1531, ET SEQ); the Toxic Substances Control Act, as amended (15 U.S.C. Sec 2601, ET SEQ); the National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ); the Solid Waste Disposal Act, as amended (42 U.S.C. 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 U.S.C. Sec 469, ET SEQ). Should the United States Government be held liable for any neglect or improper actions by the contractor or any subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

H.7.0 HAZARDOUS MATERIALS

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

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

H.8.0 GREEN PROCUREMENT REQUIREMENTS

In the performance of this construction contract, the Contractor shall make maximum use of products identified on the mandatory environmental purchasing list at the following links, as applicable:

- U.S. EPA Comprehensive Procurement Guidelines published at www.epa.gov/cpg/products.htm.
- USDA Biobased product listings published at www.biopreferred.gov.
- Energy Star® product listings published at www.energystar.gov/products.
- FEMP Low Standby Power product listings published at <http://energy.gov/eere/femp/covered-product-categories>

Contractor shall comply with all reporting requirements of the following clauses/provisions when applicable (See Clause and Provision sections):

- 52.223-1 Biobased Product Certification
- 52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts
- 52.223-4 Recovered Material Certification
- 52.223-9 Estimate of Percentage of Recovered Material Content for EPA Designated Items

H.9.0 UNAUTHORIZED PERSONNEL

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

H.10.0 DAVIS-BACON WAGE RATES APPLICABLE TO TRUCK DRIVERS

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

H.11.0 FIRE DANGER SEASON

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

(End of Section H)

SECTION I – CONTRACT CLAUSES

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/these address(es): Federal Acquisition Regulation (FAR) Clauses: <https://www.acquisition.gov/browse/index/far> (FAR clauses begin with 52)

(End of Clause)

The following clauses are incorporated by reference:

Clause	Title	Date
52.203-17	Contractor Employee Whistleblower Right	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation By Reference of Representations and Certifications	DEC 2014 (DEVIATION MAR 2026)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2025 (DEVIATION MAY 2026)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015 (DEVIATION MAY 2026)
52.215-8	Order of Precedence-uniform Contract Format	OCT 1997
52.219-6	Notice of Total Small Business Set Aside	NOV 2020 (DEVIATION JAN 2026)
52.219-28	Post-Award Small Business Program Rerepresentation	JAN 2025 (DEVIATION JAN 2026)

52.222-3	Convict Labor	JUN 2003 (DEVIATION MAY 2026)
52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation	MAY 2018 (DEVIATION MAY 2026)
52.222-6	Construction Wage Rate Requirements	AUG 2018 (DEVIATION MAY 2026)
52.222-7	Withholding of Funds	MAY 2014 (DEVIATION MAY 2026)
52.222-8	Payrolls and Basic Records	JUL 2021 (DEVIATION MAY 2026)
52.222-9	Apprentices and Trainees	JUL 2005 (DEVIATION MAY 2026)
52.222-10	Compliance with Copeland Act Requirements	FEB 1988 (DEVIATION MAY 2026)
52.222-11	Subcontracts (Labor Standards)	MAY 2014 (DEVIATION MAY 2026)
52.222-12	Contract Termination – Debarment	MAY 2014 (DEVIATION MAY 2026)
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014 (DEVIATION MAY 2026)
52.222-14	Disputes Concerning Labor Standards	FEB 1988 (DEVIATION MAY 2026)
52.222-15	Certification of Eligibility	MAY 2014 (DEVIATION MAY 2026)
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014 (DEVIATION MAY 2026)
52.222-50	Combating Trafficking in Persons	OCT 2025 (DEVIATION MAY 2026)

52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022 (DEVIATION MAY 2026)
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022 (DEVIATION MAY 2026)
52.222-90	Addressing DEI Discrimination by Federal Contractors	APR 2026 (DEVIATION MAY 2026)
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024 (DEVIATION MAY 2026)
52.225-9	Buy American—Construction Materials	OCT 2022 (DEVIATION MAY 2026)
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.226-7	Drug-Free Workplace	MAY 2024 (DEVIATION MARCH 2026)
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024 (DEVIATION MARCH 2026)
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Individual Surety – Pledges of Assets	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	DEC 2022
52.228-15	Performance and Payment Bonds-Construction	JUN 2020
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.232-5	Payments Under Fixed-Price Construction Contracts	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	Clause for unenforceability of unauthorized obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-1	Disputes	APR 2026
52.233-3	Protest After Award	APR 2026
52.233-4	Applicable Law for Breach of Contract Claim	APR 2026

52.236-2	Differing Site Conditions	APR 1984 (DEVIATION JAN 2026)
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984 (DEVIATION JAN 2026)
52.236-5	Material and Workmanship	APR 1984 (DEVIATION JAN 2026)
52.236-6	Superintendence by the Contractor	APR 1984 (DEVIATION JAN 2026)
52.236-7	Permits and Responsibilities	NOV 1991 (DEVIATION JAN 2026)
52.236-8	Other Contracts	APR 1984 (DEVIATION JAN 2026)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984 (DEVIATION JAN 2026)
52.236-10	Operations and Storage Areas	APR 1984 (DEVIATION JAN 2026)
52.236-11	Use and Possession Prior to Completion	APR 1984 (DEVIATION JAN 2026)
52.236-12	Cleaning Up	APR 1984 (DEVIATION JAN 2026)
52.236-15	Schedules for Construction Contracts	APR 1984 (DEVIATION JAN 2026)
52.236-21	Specifications and Drawings for Construction	FEB 1997 (DEVIATION JAN 2026)
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act—Covered Foreign Entities	NOV 2024 (DEVIATION MAR 2026)
52.240-91	Security Prohibitions and Exclusions	NOV 2025 (DEVIATION MAR 2026)
52.242-14	Suspension of Work	APR 1984

52.243-5	Changes and Changed Conditions	(APR 1984) (DEVIATION OCT 2025)
52.244-6	Subcontracts for Commercial Products and Commercial Services	OCT 2025 (DEVIATION MAY 2026)
52.249-1	Termination for Convenience of the Government (Fixed-Price)(Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991 (DEVIATION MAY 2026)

The following clauses are provided in full text:

**52.213-4 Terms and Conditions—Simplified Acquisitions (Noncommercial) (OCT 2025)
(DEVIATION MAR 2026)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable period of time after the defect was discovered or should have been discovered;
and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

(c) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(d) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(e) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024) (DEVIATION MAY 2026)

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

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. ([7 U.S.C. 8101](#)) (7 CFR 4270.2).

USDA-designated product category a generic grouping of biobased products that are listed by USDA in a procurement guideline (7 CFR part 4270) and for which USDA has provided minimum biobased content standards (see <https://www.biopreferred.gov/resources/categories.html>).

(b) *Requirement.* The Contractor shall—

(1) Report to <https://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

52.223-23 Sustainable Products (MAY 2024) (DEVIATION MAY 2026)

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

Sustainable product means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (<https://www.energy.gov/eere/femp/search-energy-efficient-products>, <https://www.energystar.gov/products?s=mega>, and <https://www.energy.gov/femp/low-standby-power-product-list>).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (<https://www.biopreferred.gov/>).

(4) A substance identified in the EPA’s Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 76711) (40 CFR part 82, subpart G) (<https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables>).

(b) *Requirements.* The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2) Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(End of clause)

52.225-9 Buy American—Construction Materials OCT 2022 (DEVIATION MAY 2026)

(a) Definitions. As used in this clause—

Commercially available off-the-shelf (COTS) item

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

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

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

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

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

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

Cost of components means—

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

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

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

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

Domestic construction material means—

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.

Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

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

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

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

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

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

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

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

(b) Domestic preference. (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

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

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

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

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

- (1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;
- (2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause.
- (3) The procedures in paragraph (b)(3)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.
- (B) For domestic construction material that is a critical item or contains critical components. (1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.
- (2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause.
- (3) The procedures in paragraph (b)(3)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.
- (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American statute. (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-
- (A) A description of the foreign and domestic construction materials;

- (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
 - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
 - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
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Item1:

Foreign construction material

Domestic construction material

Item2:

Foreign construction material

Domestic construction material

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

(End of clause)

52.252-6 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 clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011)

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

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The

COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to

other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

1452.204-70 RELEASE OF CLAIMS (JUL 1996)

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

(End of clause)

1452.228-70 Liability Insurance (JUL 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

\$1,000,000 each person
\$2,000,000 each occurrence
\$500,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

*These amounts to be set by the Contracting Officer.

(End of clause)

1452.237-70 Information Collection - Department of the Interior (JUL 1996)

If performance of this contract requires the contractor to collect information on identical items from ten or more public respondents, no action shall be taken or funds expended in the solicitation or collection of such information until the contractor has received from the Contracting Officer written notification that approval has been obtained from the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act of 1980. The Contractor agrees to provide all information requested by the Contracting Officer which is necessary to obtain approval from OMB.

(End of clause)

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

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

(End of clause)

(End of Section I)

SECTION J – LIST OF ATTACHMENTS

List of Documents, Exhibits, and Other Attachments

Attachment Number	Title	Dated	Pages
1	B08 Solicitation Attachment 1 Scope of Work (SOW, PWS, SOO) St. Marks Tram Rd Bridge DB 9.3.26 (19 pgs)	3 September 2026	19
2	B08 Solicitation Attachment 2 Drawings Specifications A Project Location 5.12.26 (1 page)	12 May 2026	1
3	B08 Solicitation Attachment 3 Drawings Specifications B Existing Photos 5.12.26 (6 pages)	12 May 2026	6
4	B08 Solicitation Attachment 4 Drawings Specifications C 41640-00116 __ 2023 _INSPECTION FULL REPORT 7.18.26 (37 pgs)	18 July 2026	37
5	B08 Solicitation Attachment 5 Drawings Specifications D 41640-00116 _ 1999 _Plans 6.14.99 (3 pgs)	14 June 1999	3
6	B08 Solicitation Attachment 6 DOL Wage Determination #FL20250278 , dated 5.18.26	18 May 2026	4
7	B08 Solicitation Attachment 7 Bid Sheet 8.17.26 (1 pg)	17 August 2026	1
8	B08 Solicitation Attachment 8 Conceptual Design Illustrations 8.18.26 (3 pgs)	18 August 2026	3
9	B08 Solicitation Attachment 9 Photographs of Site 9.3.26 3 pgs	3 September 2026	3
10	B08 Solicitation Attachment 10 WHIPPS Water Control Gates 9.3.26 2 pgs	3 September 2026	2
11	B08 Solicitation Attachment 11 Aucilla Tram Bridge Field Notes and Sketch 8.26.26 4 pgs	26 August 2026	4

(End of Section J)

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS/QUOTERS

The following clauses are incorporated by reference:

52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	NOV 2015 (DEVIATION MAY 2026)
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction Under Any Federal Law	FEB 2016 (DEVIATION MAY 2026)
52.219-1	Small Business Program Representations	FEB 2024 (DEVIATION JAN 2026)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	JUN 2020

NOTE for SAM Representations: System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency. Contracting officers will not consider representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

(End of Section K)

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS/QUOTERS

LPTA NOTICE: Quoters are advised that the Government is seeking a technically acceptable solution that satisfies the minimum requirements of the solicitation. Quoters should therefore submit their best and lowest pricing for a solution that fully meets the stated minimum technical requirements, rather than proposing enhancements or alternative approaches that increase price but are not necessary to satisfy the requirement. Technical advantages exceeding the stated minimum requirements will not receive additional evaluation credit under the LPTA methodology.

L.1.0 GENERAL. This Request for Quotation (RFQ) is set aside 100% for small business concerns. An award notice will be posted on the Government Point of Entry website located at sam.gov upon award. The award notice will include the awardee's name and address and total award amount.

A formal organized site visit is scheduled by the Contracting Officer. Prospective offerors are highly encouraged to attend. Failure to conduct a site visit will not relieve the successful contractor from the responsibility of properly estimating the difficulty or cost of successfully performing the work.

Date: 22 September 2026

Time: 9AM to 12PM Eastern Time

Meeting Location: St. Marks NWR Visitor Center
1255 Lighthouse Rd, St Marks, FL 32355

Please notify matthew_blohowiak@fws.gov by 17 September 2026 at 1PM Eastern time before the schedule site visit if you plan to attend, with courtesy copy to adam_graham@ios.doi.gov.

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

Quote Submission Checklist: Respondents Initials of Items Included in Submission

1. Completed SF 1442 (Blocks 14 thru 20C). 1. _____
2. Signed Amendment(s)- SF30s (if Applicable) 2. _____
3. Volume I – Technical Quote. 3. _____
4. Volume II Pricing for Items on the Quote Schedule (Section B) 4. _____
5. Representation and Certifications 5. _____
 - i. Provision does not need to be filled out if information is already entered into the System for Award Management (SAM.gov). If information is already entered into SAM, please state so.

L.1.2 Electronic Response. The quotation MUST be electronically submitted via e-mail to adam_graham@ios.doi.gov by the due date and time listed on the System for Award Management synopsis for consideration.

L.1.3 Requests for Information. Questions regarding this solicitation must be submitted in writing to Adam Graham via e-mail to adam_graham@ios.doi.gov by 25 September 2026 at 11AM Eastern Time. ***NOTICE REGARDING SYSTEM AVAILABILITY:*** *The Department of the Interior anticipates system maintenance beginning on or about 26 September 2026, during which Contracting may temporarily be unable to access the contract writing system and/or post solicitation amendments and responses through SAM.gov. The duration of the system unavailability is currently unknown.*

Responses to timely submitted questions will be posted through a solicitation amendment as soon as practicable after Government access to the applicable systems is restored. Responses are currently anticipated on or about 5 October 2026, subject to system availability. Vendors are requested not to inquire regarding the status of submitted questions during the anticipated system outage.

The Government has established a longer-than-usual solicitation response period to account for the anticipated system outage and to provide prospective quoters adequate time to review the Government's responses and any resulting solicitation amendment before the quotation due date.

L.2.0 QUOTATION INSTRUCTIONS.

L.2.1 FORMAT AND CONTENT

Unless otherwise specified, all Quote volumes shall comply with the following format requirements:

- Page Size: 8.5" x 11" (standard letter size)
- Font: Minimum 11-point Arial or Times New Roman (or equivalent)
- Margins: Minimum 1-inch on all sides
- Line Spacing: Single-spaced (with spacing between paragraphs allowed for readability)
- Page Numbers: All pages shall be consecutively numbered within each volume
- Electronic Format: PDF format, fully searchable text (no scanned documents unless required for signatures)

The following page limitations apply:

- Volume I – Technical Quote: Maximum 15 pages (excluding schedules and required forms)
- Volume II – Price Quote: No page limit (must include fully completed Bid Schedule)

Pages exceeding the prescribed page limitations may not be evaluated at the Government's discretion.

Excluded from the Technical Quote page count are:

- Preliminary Project Schedule (including graphics)
- Required forms, certifications, and representations

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

L.2.1.2 Volume I – Technical Quote

The Technical Quote shall address all requirements identified in Section M and shall include, at a minimum, the following:

A. Technical Narrative and Project Understanding

The Quoter shall provide a concise narrative describing its proposed Design-Build solution and demonstrating compliance with the minimum requirements of the SOW.

At a minimum, the narrative shall:

- Identify and describe the proposed method for providing safe access to and operation of the water control structure (WCS), including the proposed method/device for lifting, lowering, and securing the stop logs;
- Demonstrate that routine operation can be performed from above the WCS by no more than two trained Refuge employees without entering the water or crawling beneath the bridge;
- Describe proposed bridge deck modifications, WCS guide/operating-face modifications, or hybrid approach, as applicable;
- Describe how the proposed solution will maintain the structural integrity of the existing bridge and comply with the structural modification limitations established by the SOW;
- Describe the proposed stop-log material, lifting provisions, guide improvements, and positive retention system;
- Demonstrate that required vehicle clearance and access will be maintained;
- Identify anticipated field investigation and structural analysis necessary to validate and complete the design;
- Identify anticipated environmental permits and describe how the proposed approach minimizes in-water work, wetland disturbance, turbidity, and permitting requirements; and
- Describe major construction sequencing and measures necessary to maintain Refuge operations, public/worker safety, and WCS functionality during construction.

The proposed concept shall be sufficiently developed to demonstrate technical acceptability. A quotation that merely states that the final solution will be determined after award or during the 35% design phase, without demonstrating a technically acceptable proposed approach at the time of quotation, may be determined Unacceptable.

B. Preliminary Project Schedule

Quoters shall submit a Preliminary Project Schedule showing, at a minimum:

- Design phase milestones (including required submittals);
- Government review periods;
- Permitting activities and durations;
- Construction commencement;
- Major construction activities and sequencing;
- Substantial completion; and
- Final completion and closeout.

The schedule shall demonstrate a logical and feasible sequence of work consistent with the solicitation Period of Performance requirements.

C. Relevant Project Experience

Quoters shall submit information for at least two (2) relevant projects completed within the past five (5) years that demonstrate experience performing work similar in size, scope, and complexity to the requirements of this solicitation.

Relevant projects shall include, at a minimum, bridge rehabilitation, bridge alteration, hydraulic structures, water control structures, or comparable heavy civil infrastructure work performed in environmentally sensitive or operationally constrained environments.

For each project submitted, Quoters shall provide:

- Project title and location;
- Contract number (if applicable);
- Customer/owner name and point of contact (name, phone, email);
- Contract type (e.g., design-build, design-bid-build);
- Contract value;
- Period of performance (start and completion dates);
- Detailed description of work performed;
- Description of Offeror's specific role and responsibilities;
- Description of design-build coordination (if applicable);
- Identification of any environmental permitting or regulatory coordination performed.

L.2.1.3 Volume II – Price Quote

The Price Quote shall be fully completed using the attached Bid Schedule (Section B – Schedule of Items). Quoters shall:

- Complete all CLIN pricing entries;
- Provide firm-fixed-price totals for all applicable line items;
- Ensure consistency between technical approach and pricing; and
- Include costs associated with labor, materials, equipment, overhead and/or other indirect rates, profit, bonds, tax, subcontracting and any and all costs.

The Quoter shall provide a Firm-Fixed-Price that includes all costs necessary to design, construct, test, and complete the proposed technical solution in accordance with the solicitation and SOW, including all labor, materials, equipment, professional services, subcontracting, permitting, supervision, overhead, indirect costs, profit, bonds, taxes, and other costs necessary for complete performance. Quoters are advised that this acquisition will be evaluated using Lowest-Priced Technically Acceptable (LPTA) procedures. Quoters should therefore submit their best and lowest price for a solution that fully satisfies the minimum technical requirements. Technical enhancements or features exceeding the stated minimum requirements will not receive additional evaluation credit.

Failure to complete required Bid Schedule entries or otherwise provide the information necessary to establish the total evaluated price may result in the quotation being determined unacceptable.

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

****The following provision is incorporated by reference:**

Provision	Title	Date
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.204-7	System for Award Management	NOV 2024 (DEVIATION MARCH 2026)
52.214-34	Submission of Offers in the English Language	APR 1991
52.225-10	Notice of Buy America Requirement – Construction Materials	MAY 2014
52.222-5	Construction Wage Rate Requirements – Secondary Site of the Work	MAY 2014

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

52.216-1 – TYPE OF CONTRACT (APR 2026)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of provision)

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

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

Federal Acquisition Regulation: <https://www.acquisition.gov/far/>

Revolutionary FAR Overhaul Parts and Agency Deviations: <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide>

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

(End of Provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows: **N/A**

(End of clause)

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 Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

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

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

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

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

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

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

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

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

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

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

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

extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of provision)

1452.233-2 Service of Protest Department of the Interior (JUL 1996) (Deviation)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Adam Graham
Acquisition Operations
U.S. Department of the Interior, Office of Acquisition & Property Management
Servicing U.S. Fish and Wildlife Service
adam_graham@ios.doi.gov

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

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240.

(End of provision)

(End of Section L)

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 Basis of Award

The Government will utilize a Lowest Price Technically Acceptable (LPTA) source selection process. Award will be made to the responsible Offeror submitting the lowest evaluated price Quote that is determined Technically Acceptable.

The Government reserves the right to make an award without discussions, communications, or negotiations with quoters.

Evaluation Methodology

Award will be made to the responsible Offeror whose Quote:

1. Offers the lowest evaluated price that is fair and reasonable;
2. Is determined technically acceptable;
3. Meets all solicitation requirements; and
4. Is deemed responsible by the Contracting Officer.

No tradeoffs between price and non-price factors will be performed. Technical Quotes will be evaluated for minimum compliance with the solicitation requirements only. The Government will not conduct a comparative evaluation of technical merit among Quotes rated Acceptable. The Government intends to award without discussions but reserves the right to conduct clarifications or discussions or other communications if determined to be in the Government's best interest.

M.2 Evaluation Process

The Government intends to evaluate quotations beginning with the lowest-priced quotation. Thus, if the lowest-priced quotation is determined Technically Acceptable and the price is determined fair and reasonable, the Government may make award without evaluating higher-priced quotations.

If the lowest-priced quotation is determined Technically Unacceptable, the Government intends to proceed to evaluate the next-lowest-priced responsive quotation and continue this process until a Technically Acceptable quotation is identified.

M.3 Technical Evaluation

Technical quotations will be evaluated on an **Acceptable/Unacceptable** basis.

To receive an overall rating of **Acceptable**, the quotation must receive an Acceptable rating under each technical evaluation factor below.

M.3.1 Factor A – Technical Approach and Proposed Design Concept

Acceptable: The quotation presents a sufficiently developed, technically feasible Design-Build concept demonstrating compliance with the minimum requirements of the SOW.

At a minimum, the proposed approach shall demonstrate that:

- Routine operation of all required stop logs and retaining devices can be accomplished from above the WCS by no more than two trained Refuge employees without entering the water or crawling beneath the bridge;
- The primary operating method is a permanent or integral solution consistent with the SOW and does not rely upon recurring transport, assembly, disassembly, or storage of a portable davit, crane, or temporary platform;
- The proposed stop logs, lifting method/device, guides, positive retention system, and associated components and hardware comply with the minimum material, corrosion-resistance, compatibility, and operational requirements of the SOW;
- Proposed bridge/deck modifications maintain structural integrity and comply with the limitations established by the SOW;
- Required vehicle clearance and access are maintained;
- The proposed approach reasonably minimizes in-water work, environmental disturbance, and permitting requirements;
- The Quoter has identified a technically reasonable approach to structural analysis and verification of existing conditions; and
- Construction sequencing is feasible and maintains required safety, Refuge operations, and WCS functionality.

A quotation may be rated **Unacceptable** if the proposed solution is materially inconsistent with the SOW, relies upon an expressly unacceptable operating method, fails to demonstrate compliance with a minimum performance requirement, or defers development of the fundamental technical solution until after award without demonstrating a feasible proposed concept.

M.3.2 Factor B – Preliminary Project Schedule

Acceptable: The schedule contains the required design, Government review, permitting, construction, Substantial Completion, Final Completion, and closeout milestones and demonstrates a logical and feasible approach to completing the work within the required Period of Performance.

Unacceptable: The schedule omits material milestones, conflicts with required Government review periods or completion dates, or otherwise fails to demonstrate a feasible means of completing the requirement within the required Period of Performance.

M.3.3 Factor C – Relevant Experience

Acceptable: The Quoter provides at least two qualifying projects completed within the past five years that, collectively, demonstrate experience relevant to the principal features of the requirement as specified in Section L.

Unacceptable: The Quoter fails to provide the minimum number of qualifying projects or the projects submitted do not demonstrate the required relevant experience.

(End of Section M)