


<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140F0121R0052	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 09/02/2021	PAGE OF PAGES 1 37	

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

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 0040536451	6. PROJECT NO.
7. ISSUED BY FWS, DIVISION OF CONTRACTING AND GE EASTSIDE FEDERAL COMPLEX 911 NE 11TH AVENUE PORTLAND OR 97232-4181	CODE F01	8. ADDRESS OFFER TO	
9. FOR INFORMATION CALL: 	a. NAME Nelson Crawford	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 4046794077	

### 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 no., date)  
Replacement HVAC Dehumidification Unit (see attached Statement of Work (SOW). Wolf Creek NFH

11. The Contractor shall begin performance <u>10</u> calendar days and complete it within <u>60</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. The performance period is <input type="checkbox"/> mandatory <input checked="" type="checkbox"/> negotiable. (See _____.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12b. CALENDAR DAYS 0
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by <u>09/10/2021</u> (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 <input type="checkbox"/> is, <input checked="" type="checkbox"/> 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 <u>0</u> 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. ACKNOWLEDGEMENT OF AMENDMENTS**

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

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE

**AWARD** (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	<div style="display: flex; align-items: center;"> <div style="width: 30px; height: 30px; background-color: black; margin-right: 10px;"></div> <div>ITEM</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span><input type="checkbox"/> 10 U.S.C. 2304(c) ( )</span> <span><input type="checkbox"/> 41 U.S.C. 253(c) ( )</span> </div>
26. ADMINISTERED BY CODE <b>F01</b>  FWS, DIVISION OF CONTRACTING AND GE EASTSIDE FEDERAL COMPLEX 911 NE 11TH AVENUE PORTLAND OR 97232-4181	27. PAYMENT WILL BE MADE BY

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 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,	<input type="checkbox"/> 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	Rey F. Aragon  31b. UNITED STATES OF AMERICA  BY
30c. DATE	31c. DATE

**CONTINUATION SHEET**

 REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 140F0121R0052

PAGE

OF

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The Government shall award a Firm-Fixed Price purchase order to furnish and install an indoor heat pump dehumidification system with air-to-water and air-to-air heat recovery. The project site is located at Wolf Creek National Fish Hatchery (NFH). The work is to be done in accordance with the attached Statement of Work (SOW). The Government may award based solely on initial offers received, without discussions of such offers. However, the Government reserves the right to hold discussions if it determines that discussions are necessary. Therefore, proposals should be submitted on the most favorable terms that the Offeror can submit to the Government. The Contractor must complete the entire project within [60] forty calendar days after the receipt of the Notice to Proceed, including final cleanup of the premises. The magnitude of construction for this project is between \$25,000.00 and \$100,000.00. Performance and Payment Bond (SF 25-A) are required and must be 100 percent of the contract price. A copy of your insurance cert is required after award. General and technical requests for clarifications and interpretation to this solicitation must be submitted in writing via email to the Contract Specialist; Nelson T. Crawford at nelson_crawford@fws.gov. All inquiries must be received no later than 3 days prior to the offer or proposal due date. The Government will not receive request for additional information after the date stated above. Responses to these issues may be addressed as a written addendum to the solicitation. Unless a response is provided by the Government in the form of an addendum, such information shall have no effect on the solicitation and may not be relied upon by the offeror. ** Submission of Offer: Submit your offer via email to the Contract Specialist, Nelson T. Crawford at nelson_crawford@fws.gov. Site Rep/ Technical POC: James Gray, (270) 343-3797.</p> <p>Legacy Doc #: FWS</p> <p>Period of Performance: 09/20/2021 to 11/22/2021</p>				
00010	<p>Replacement of HVAC Dehumidification Unit (see attached Statement of Work (SOW)).</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
140F0121R0052

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

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**SECTION A - Solicitation/Contract Form****NOTICE TO CONTRACTOR – Superintendent Requirement**

The Government will hold the Contractor in strict compliance of 52.236-6, Superintendence by the Contractor, contained herein Section A. After issuance of the award and prior to issuance of the Notice to Proceed, the Contractor shall submit to the Government the name and qualifications of the Superintendent on the Contractor's official letterhead. The Superintendent shall be a current employee on the Contractor's payroll; or the Contractor shall hire the Superintendent with the intent of the Contractor issuing an IRS form 1099-Misc. The Superintendent shall not be an employee of the Subcontractor that is hired by the Contractor to perform the work. The Contractor shall incorporate this cost into the proposal prior to submitting it to the Government. Failure of the Contractor to comply with this requirement will be subject to termination.

**NOTICE TO CONTRACTOR – Construction Schedule**

The Contractor shall submit to the Government a construction schedule which clearly identifies the Critical Path Method (CPM) and the percentage of work completed. The Contractor may use any industry software or published document that will incorporate these elements into the schedule. The Contractor shall submit the construction schedule in strict compliance with 52.236-15, Schedules for Construction Contracts, contained herein Section A.

**52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within **[10] ten calendar days** after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **[30] thirty calendar days**. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

**52.222-27 Affirmative Action Compliance Requirements for Construction. (APR 2015)****52.232-5 Payments under Fixed-Price Construction Contracts. (MAY 2014)****52.236-1 Performance of Work by the Contractor. (APR 1984)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **55%** of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of Clause)



**52.236-2 Differing Site Conditions. (APR 1984)**

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of -

(1) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; *provided*, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of Clause)

**52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)**

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of Clause)

**52.236-6 Superintendence by the Contractor. (APR 1984)**

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of Clause)

**52.236-15 Schedules for Construction Contracts. (APR 1984)**

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of Clause)

**52.236-17 Layout of Work. (APR 1984)**

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of Clause)

**52.249-10 Default (Fixed-Price Construction). (APR 1984)**

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if -

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include -

- (i) Acts of God or of the public enemy,
- (ii) Acts of the Government in either its sovereign or contractual capacity,
- (iii) Acts of another Contractor in the performance of a contract with the Government,
- (iv) Fires,
- (v) Floods,
- (vi) Epidemics,
- (vii) Quarantine restrictions,
- (viii) Strikes,
- (ix) Freight embargoes,
- (x) Unusually severe weather, or
- (xi) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of Clause)

**52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. (FEB 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade: **[30%]**

Goals for Female Participation for Each Trade: **[6.9%]**

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled Affirmative Action Compliance Requirements for Construction, and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the covered area is **Jamestown, KY 42629, Russell County.**

(End of Clause)

**SECTION C - Description/Specifications**

The Contractor shall provide all labor, equipment, materials, tools and incident items for the **Replacement of HVAC Dehumidification Unit (see attached Statement of Work (SOW) at the Wolf Creek NFH**

**SECTION D - Packaging and Marking****PAYMENT OF POSTAGE AND FEES**

All postage and fees related to submitting information including submittals, forms, reports, etc., to the Contracting Officer or the Contracting Specialist shall be paid by the Contractor.

**CORRESPONDENCE/SUBMITTALS**

Contractor initiated correspondence and submittals shall identify the contract number. All information shall be forwarded to the addresses found in Section G. Correspondence shall be provided in duplicate and mailed to the Contracting Officer (CO). This would include the Submittal Register and Construction Schedule/Reports. Submittals shall be submitted to the Site Representative (SR) with a duplicate copy of the cover letter forwarded to the CO.

**SECTION E - Inspection and Acceptance****52.236-5 Material and Workmanship. (APR 1984)****52.236-7 Permits and Responsibilities. (NOV 1991)****52.246-12 Inspection of Construction. (APR 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 this 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 re-inspection 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.

#### **52.246-21 Warranty of Construction. (MAR 1994)**

##### **Pre-Final Inspection**

The Contractor shall give written notice to the Contracting Officer at least 15 calendar days before the date the construction work will be completed and ready for final inspection. The contractor shall conduct a pre-final and final inspection in the presence of the Contracting Officer's Representative (COR) and/or Site Representative (SR). Other Government personnel may attend both inspections. A Government Pre-Final Punch List may be developed as result of this inspection of any items not meeting Contract requirements for final acceptance. The list of deficiencies may include the estimated date by which the deficiencies will be corrected. Any discrepancies noted shall be corrected prior to **final inspection**. The Government reserves the right to request a pre-final Inspection or final inspection.

##### **Final Inspection**

(a) The Contracting Officer shall be notified in writing by the Contractor when the final inspection can be conducted. The final inspection shall be requested ten (10) calendar days before the desired date or required completion date of the contract.

(b) The final inspection shall be performed with the Contractor by the Contracting Officer's Technical Representative and/or representatives of the using activity. The Contractor and/or his Project Supervisor shall be present at the job site during final inspection. The Contracting Officer will present to the Contractor, after inspection, a punch list of any items not meeting Contract requirements for final acceptance. This list will be confirmed in writing, and any items therein must be made acceptable before final payment will be made. Any discrepancies noted shall be corrected within the time specified in the contract for final completion. Only the Contracting Officer is authorized to accept work performed.

**Inspection**

- (a) The Contracting Officer or the duly authorized representative will perform inspection of materials and services to be provided.
- (b) For the purpose of this clause, [insert name here] is the authorized representative of the Contracting Officer.
- (c) Inspections will be performed at the construction site.

**SECTION F - Deliveries or Performance****52.242-14 Suspension of Work. (APR 1984)****1452.211-71 CONTRACT WORK HOURS (NOV 2007)**

The performance period established for this contract is based upon all work being conducted during regular working hours. Regular working hours are limited to the time between 7:00 am to 3:30 pm, Monday through Friday, excluding Government holidays. If the Contractor desires to carry on work outside regular hours, including Saturdays, Sundays, and Government holidays, a request must be submitted to the Contracting Officer Representative in sufficient time to allow satisfactory arrangements to be made by the Government for access to the work site and inspection.

(End of Clause)

**COMPLETION DATE (NOV 2007) 1452.211-72**

The period of performance of this contract shall be established in the Notice to Proceed letter.

(End of Clause)

**SECTION G - Contract Administration Data****1. CONTRACT REPRESENTATIVE****Contracting Officer (CO) responsible for this contract: Reymundo F. Aragon**

U.S. Fish & Wildlife Service  
Acquisition and Property Operations  
Email: [rey\\_aragon@fws.gov](mailto:rey_aragon@fws.gov)

**Contracting Specialist (CS) for this contract: Nelson T. Crawford**

U.S. Fish & Wildlife Service  
Acquisition & Property Operations  
1875 Century Boulevard  
Atlanta, GA 30345  
Email: [nelson\\_crawford@fws.gov](mailto:nelson_crawford@fws.gov)

**Construction Representative (CR) for this contract: N/A****Site Representative (SR) for this contract: James Gray**

U.S. Fish & Wildlife Service  
Wolf Creek National Fish Hatchery (NFH)  
50 Kendall Road  
Jamestown, KY 42629  
Telephone Number: (270) 343-3797  
Email: [james\\_gray@fws.gov](mailto:james_gray@fws.gov)

**2. CONTRACTING OFFICER'S REPRESENTATIVE – LIAISON**

The COR will act as a liaison between the U.S. Fish and Wildlife Service herein referred to as "Service" and the Contractor, and, when necessary, will provide technical direction to the Contractor. The COR, however, is not authorized to change any of the terms and conditions of the contract, issue new assignments of work, make decisions concerning disputes arising under the contract, or resolve differing site condition matters. Neither the presence nor absence of a government representative shall relieve the Contractor of its responsibilities under the contract.

**3. JOB SITE ADMINISTRATION**

The Government will designate a CR or SR who will be available at the site to inspect the work as it progresses. The CR or SR will prepare an Inspector's Daily Log, beginning with the first day of the contract, detailing ground and weather conditions, work being performed, materials delivered, and notes of any problems or difficulties. Government inspections do not relieve the Contractor of responsibility for providing adequate quality control measures. At the end of every day of work on this contract, the Contractor's Superintendent, as defined below, shall contact the CR or SR, review the daily log, and sign as the Contractor's representative. Unless the Contractor's Superintendent makes notations to the contrary on the daily log, the log shall be presumed to be accurate. The CR or SR is not authorized to make technical decisions or give technical directions; the Contractor or the Contractor's Superintendent must contact the COR regarding such decisions and directions. The Contractor shall have a competent superintendent (hereinafter referred to as the "Contractor's Superintendent") who is (i) deemed acceptable to the Government; (ii) authorized to act on the Contractor's behalf; and (iii) be present on the job site at all times when contract work is being performed. (See Superintendence by the Contractor, Section I, Federal Acquisition Regulation (FAR) Clause 52.236-6.)



**4. ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INTERNET PROCESSING PLATFORM (IPP) (APRIL 2013)**

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

"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 *[CO to edit and include the appropriate documentation required under this contract]*:

Prime contractor and subcontract payrolls (if applicable)  
Payment Request Certification  
Release of Claims  
SF 1413 – Statement and Acknowledgment  
Construction Schedule (Microsoft Project or other Industry Standard Software (if applicable))  
Schedule of Values  
Owner/Operator manuals (if applicable)  
Warranty Certificates (if applicable)

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 Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via e-mail [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) 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 Clause)

**SECTION H - Special Contract Requirements****1. UTILITIES**

The following utility services will not be provided by the Government. The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

Electricity  
Water

**2. GENERIC GENDER TERMINOLOGY**

Except where stipulated by the Federal Acquisition Regulations, the use of terms such as he, she, his, and her are not to be interpreted as implying other than neutral gender terms such as "it" or "their".

### 3. SAFETY

- a. The Contractor shall have the ultimate responsibility for safety on the project site at all times until final completion and acceptance of the project.
- b. The Contractor shall comply with all Occupational Safety and Health Administration (OSHA) regulations, as found in 29 CFR 1910 and 1926, which are applicable to the construction project, including requirements set forth within solicitation provisions and contract clauses. In addition to OSHA safety standards, the Contractor shall also adhere to all current local, federal, and state safety requirements. In the event where any safety standard referenced herein conflicts with another, the more stringent shall govern.
- c. The Contractor shall initiate and maintain an effective safety program that provides adequate systematic policies, procedures, and practices to protect their employees from and allow them to recognize, job-related safety and health hazards. The program shall include provisions for the systematic identification, evaluation, prevention and control of general work site hazards, specific job hazards, and potential hazards that may arise from foreseeable construction methods and conditions, as well as providing a competent person to conduct frequent and regular inspections. Each employee must be instructed in the recognition and avoidance of unsafe conditions and the regulations applicable to the work environment.
- d. The Contractor shall immediately notify the CO of any accident, incident, or exposure resulting in a fatality, lost-time injury, or property loss/damage of \$2,500 or more arising out of work performed under this contract. The Contractor shall investigate all work-related accidents/incidents to the extent necessary to determine their cause(s) and furnish the CO an investigative report outlining findings and proposed or completed corrective actions. The contractor shall, when required by the CO, have a separate and complete independent investigation of the accident/incident, and submit a comprehensive report of findings and recommendations to the CO. The CO shall consult with the COR, CR and Service safety personnel in reviewing the investigation report and corrective actions. If the contractor fails or refuses to institute prompt corrective action, the CO may invoke the suspension-of-work clause in this contract or any other remedy available to the government. Any delay or cost resulting from a safety-related suspension of work will be borne by the Contractor.
- e. In the event of an accident/incident, the Contractor shall be responsible for providing and obtaining appropriate medical and emergency assistance. Except for rescue and emergency measures, the scene of the accident/incident shall not be disturbed or the operation resumed until the on-site aspect of the investigation has been completed.
- f. Service safety personnel and representatives from Federal, State, and local government agencies shall have the right to examine and conduct an investigation at sites or areas where work under this contract is being performed. The absence of such investigations shall not relieve the contractor of their safety program responsibilities.

### 4. ENVIRONMENTAL

The contractor is responsible for establishing and maintaining compliance with all applicable laws, regulations, rules, and standards, including without limitation, those regulations, rules, and standards, promulgated for the administration and enforcement of the following laws: the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) as amended by Superfund Amendments and Reauthorization Act (SARA); Emergency Planning and Community Right-to-Know Act (EPCRA); Clean Air Act (CAA); Clean Water Act (CWA); Toxic Substances Control Act (TSCA); and Solid Waste Disposal Act (SWDA), as amended by Resource Conservation and Recovery Act (RCRA).

### 5. PROGRESS MEETINGS

- a. The Contractor shall be available to meet with the CO or his/her representative at the job site during construction to discuss work progress.
- b. Meetings will be scheduled by the CO with timely notification to the Contractor.
- c. At the progress meetings, the Contractor shall give oral reports of the progress on the project to the CO. If the work is behind schedule, the Contractor shall be prepared to (i) discuss the work and any causes of work delay(s); (ii) present a plan to bring the work back into conformance with the schedule; or, if necessary (iii) to propose a revised work schedule.

**6. SUBMITTALS**

- a. It is the responsibility of the contractor to extract all required submittals from the specifications, referencing the Subdivision applicable, and submit the list to the CO within 14 calendar days after receipt of Notice to Proceed. Failure to list a submittal will not relieve the contractor from submission of required information. A Submittal Register will be provided for completion.
- b. All submittals requiring approval shall be submitted by the Contractor using an approved submittal form. The form must include the contract number and description of contents. All submittals shall be submitted for a 14 calendar day review by the COR, to allow adequate review prior to commencement of work in that area. (See Materials and Workmanship, Section I, FAR Clause 52.236-5.)

**7. CONTRACT DRAWINGS AND SPECIFICATIONS**

- a. The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the CO.
- b. The Contractor shall:
  - (1) Check all drawings furnished immediately upon receipt;
  - (2) Compare all drawings and verify the figures before laying out the work;
  - (3) Promptly notify the CO of discrepancies, if any;
  - (4) Be responsible for any errors that might have been avoided by complying with this paragraph
  - (5) Reproduce and print contract drawings and specifications as needed. (After award, if additional copies of specifications and drawings are available, they will be provided to the contractor.)
- c. Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- d. The work shall conform to the specifications and the contract drawings identified in Section J.

**8. "AS BUILT" RECORD DRAWINGS**

- a. Contractor shall maintain in proper order, one (1) complete set of clean prints of all drawings on the project site.
- b. The Contractor shall neatly inscribe, in red ink or pencil, all changes in work, and the dates of such changes, on the prints. The changes shall be noted in sufficient detail and clarity to accurately portray all "as built" conditions.
- c. At the time of final inspection, the Contractor shall present the "as built" drawings to the CO.

**9. APPLICABLE WAGE RATE DECISION**

The Secretary of Labor has made a determination of the minimum prevailing wage rates which are to be paid to the classes of labor to be employed on this project. The decision number and date with minimum rates for this project are shown in Section J. The Contractor must furnish copies of his payrolls to the CO, weekly, seven (7) days after close of payroll period.

**10. WORK HOURS**

Working hours for the Contractor will be from 7:00 a.m. thru 3:30 p.m., Monday thru Friday, excluding Saturdays and Sundays. Advance coordination with the CO is required prior to working at any other time.

**11. PRECONSTRUCTION CONFERENCE**

After award of a purchase order, a telephone preconstruction conference shall be conducted with representatives of the Government and the Contractor.

## **12. CHANGES**

During the performance of this contract, various Government personnel will periodically appear on the job site to inspect contractor performance. The contractor is advised that ONLY the CO has the authority to direct or approve any change for work that will affect the price, quality, and quantity or performance time.

## **13. COST BREAKDOWN OF CONTRACT PAYMENTS**

- a. Contractors must furnish a cost breakdown of any lump sum items which will provide the basis for progress payments. The cost breakdown shall be submitted in a format acceptable to the Contracting Officer and each item shall include overhead and profit. Contractor and CR/SR at the site must agree on the percentage of work completed at the end of each month. Contractor will submit an invoice monthly for payment to the CO. This invoice must be signed by the CR/SR or it will be returned to the Contractor and will delay payment. A correctly signed invoice is reviewed by the COR who prepares a contract progress report, and returns the payment request to the CO who approves and processes for payment.
- b. Payments are authorized by FAR Clause 52.232-5, which requires that the Contractor certify with each payment request that he has paid or will pay with the proceeds of the payment his employees and subcontractors.

## **14. PROGRESS SCHEDULE/REPORTS**

A contract progress schedule is required within 10 days after work commences. Actual progress must be reported on a contract progress report every two weeks. A copy of these forms shall be provided to you. (See Schedules for Construction Contracts, Section I, FAR Clause 52.236-15.)

## **15. MODIFICATION PROPOSALS-PRICE BREAKDOWN**

- a. The Contractor shall furnish an itemized price breakdown, within the time specified by the Contracting Officer, with any proposal for a contract modification.
- b. The price breakdown:
- c. Must include sufficient detail of all costs for—
  - (1) Material;
  - (2) Labor;
  - (3) Equipment;
  - (4) Subcontracts; and
  - (5) Overhead and Profit; and
- d. Must cover all work involved in the modification, whether the work was deleted, added, or changed.
- e. The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.
- f. The Contractor's proposal shall include a justification for any time extension proposed. A revised progress schedule will be required if time is adjusted.

## **16. QUALITY CONTROL**

The Contractors Quality Control Inspector and/or Superintendent shall ensure all items on the Pre-Final Punch List, rejected and nonconforming work, along with all remaining work conforms to the contract terms, construction documents and industry standards, prior to the final inspection. The Contractor is responsible for maintaining its own pre final and final inspection records. The Contractor will be legally and financially responsible for not completing all of the contract requirements in accordance with the contract terms.

## **17. BENEFICIAL USE OR OCCUPANCY**

The Contractor shall complete all inspections and commissioning requirements prior to **final inspection**. The warranty shall be issued in accordance with FAR 52.246.21. Extended warranties offered by the contractor and its subcontractors or suppliers may be accepted at the Government's discretion.

## **18. DEMOLITION**

Per the contract terms and construction documents, the Contractor must include all designated buildings for demolishing on the Contract Construction Schedule. The contractor must provide the Contracting Officer with a 5 calendar day advance written notice when a building will be demolished. The contractor shall notify the contracting officer at least three (3) calendar days prior to the date on which the demolishing work will be ready for final inspection. The Contractor must complete all required demolishing, prior to the **contract expiration date**. The Government reserves the right to propose a transition plan from the scheduled demolish building to the new or renovated building.

## **19. REPEAT INSPECTIONS**

In the event the Contracting Officer finds that the project is not ready for the applicable inspections, (too many discrepancies) the contractor may be held liable for the cost of a repeat inspection. If the inspection involves the Contracting Officer, Contract Specialist, COR, Safety Officer or other key members, these cost may include additional labor, travel and miscellaneous expense.

### **SECTION I - Contract Clauses**

#### **52.203-5 Covenant Against Contingent Fees. (MAY 2014)**

#### **52.203-7 Anti-Kickback Procedures. (MAY 2014)**

#### **52.204-1 Approval of Contract. (DEC 1989)**

This contract is subject to the written approval of Contracting Officer and shall not be binding until so approved.

(End of Clause)

#### **52.204-7 System for Award Management. (JUL 2013)**

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

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number--
- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of clause)

**52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (OCT 2015)**

**52.204-22 Alternative Line Item Proposal (JAN 2017)**

**52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)**

**52.211-5 Material Requirements. (AUG 2000)**

**52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)**

**52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)**

**52.222-3 Convict Labor. (JUN 2003)**

**52.222-6 Construction Wage Rate Requirements. (MAY 2014)**

**52.222-7 Withholding of Funds. (MAY 2014)**

**52.222-8 Payrolls and Basic Records. (MAY 2014)**

**52.222-9 Apprentices and Trainees. (JUL 2005)**

**52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)**

**52.222-11 Subcontracts (Labor Standards). (MAY 2014)**

**52.222-12 Contract Termination - Debarment. (MAY 2014)**

**52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations. (MAY 2014)**

**52.222-14 Disputes Concerning Labor Standards. (FEB 1988)**

**52.222-15 Certification of Eligibility. (MAY 2014)**

**52.222-21 Prohibition of Segregated Facilities. (APR 2015)**

**52.222-26 Equal Opportunity. (APR 2015)**

**52.222-27 Affirmative Action Compliance Requirements for Construction. (APR 2015)**

**52.222-35 Equal Opportunity for Veterans. (OCT 2015)**

**52.222-36 Affirmative Action for Workers with Disabilities. (JUL 2014)**

**52.222-37 Employment Reports on Veterans. (FEB 2016)**

**52.222-50 Combating Trafficking in Persons. (MAR 2015)**

**52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)**

As prescribed in [22.1906](#), insert the following clause:

Minimum Wages Under Executive Order 13658  
(Dec 2014)

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

“United States” means the 50 states and the District of Columbia.

“Worker” –

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) Whose wages under such contract are governed by the Fair Labor Standards Act ([29 U.S.C. chapter 8](#)), the [Service Contract Labor Standards statute](#) (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor’s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) Executive Order Minimum Wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor’s annual E.O. minimum wage. The Administrator of the Department of Labor’s Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers’ compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.



(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under [29 U.S.C. 214\(a\)](#).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access*. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding*. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes*. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation*. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance*. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

**52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (SEP 2013)**

**52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)**

**52.223-6 Drug-Free Workplace. (MAY 2001)**

**52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts. (May 2008)**

**52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)**

**52.225-9 Buy American - Construction Materials. (MAY 2014)**

(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 item (as defined in paragraph (1) of the definition at 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 section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as

agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"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.

"Domestic construction material" means--

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

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

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (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 item or to the construction materials or components listed by the Government as follows: *"none"*

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such

material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act 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 Act.* (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 Act 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 Act applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

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

## Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

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

Include other applicable supporting information.

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

(End of Clause)

#### 52.225-10 Notice of Buy American Requirement - Construction Materials. (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the

clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested -

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Clause)

**52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)**

**52.225-22 Notice of Required Use of American Iron, Steel, and Manufactured Goods--Buy American Act--Construction Materials. (MAY 2014)**

(a) Definitions. "Construction material," "domestic construction material," "foreign construction material," "manufactured construction material," "steel," and "unmanufactured construction material," as used in this provision, are defined in the clause of this solicitation entitled "Required Use of Iron, Steel, and Manufactured Goods - Buy American Act - Construction Materials" (Federal Acquisition Regulation (FAR) clause [52.225-21](#)).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-21](#) in the request. If an offeror has not requested a determination regarding the inapplicability of 1605 of the Recovery Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies in accordance with FAR [25.604](#), the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract--

(i) 25 percent of the offered price of the contract, if foreign manufactured construction material is incorporated in the offer based on an exception for unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on an exception for the unreasonable cost of comparable domestic unmanufactured construction material.

(2) If the solicitation specifies award on the basis of factors in addition to cost or price, the Contracting Officer will apply the evaluation factors as specified in paragraph (c)(1) of this provision and use the evaluated price in determining the offer that represents the best value to the Government.

(3) Unless paragraph (c)(2) of this provision applies, if two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost of comparable domestic construction material.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(3) of the clause at FAR [52.225-21](#), the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR [52.225-21](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR [52.225-21](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

**52.228-5 Insurance - Work on a Government Installation. (JAN 1997)**

**52.228-11 Pledges of Assets. (JAN 2012)**

**52.228-12 Prospective Subcontractor Requests for Bonds. (MAY 2014)**

**52.228-13 Alternative Payment Protections. (JUL 2000)**

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

Payment Bond or;  
Irrevocable Letter of Credit

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

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

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

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

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

(End of Clause)



**52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)**

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

**52.228-14 Irrevocable Letter of Credit. (NOV 2014)****52.229-3 Federal, State, and Local Taxes (Feb 2013)****52.232-23 Assignment of Claims. (MAY 2014)****52.232-27 Prompt Payment For Construction Contracts. (JAN 2017)****52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)****52.233-1 Disputes. (MAY 2014)****52.233-1 Disputes. (MAY 2014) - Alternate I (DEC 1991)****52.233-3 Protest after Award. (AUG 1996)****52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)****52.236-8 Other Contracts. (APR 1984)****52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)****52.236-10 Operations and Storage Areas. (APR 1984)****52.236-11 Use and Possession Prior to Completion. (APR 1984)****52.236-12 Cleaning Up. (APR 1984)****52.236-13 Accident Prevention. (NOV 1991)****52.236-14 Availability and Use of Utility Services. (APR 1984)****52.236-21 Specifications and Drawings for Construction. (FEB 1997)****52.236-26 Preconstruction Conference. (FEB 1995)****52.243-5 Changes and Changed Conditions. (APR 1984)**

**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):

<https://www.acquisition.gov/?q=browsefar>

<http://farsite.hill.af.mil/zoomcgi/search.cgi>

(End of provision)

**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):

<https://www.acquisition.gov/far/farqueryframe.html>

<http://farsite.hill.af.mil/search.htm>

(End of clause)

**52.252-4 Alterations in Contract. (APR 1984)****Portions of this contract are altered as follows: [ ]**

(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 *[insert regulation name]* (48 CFR [ ]) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

**52.253-1 Computer Generated Forms. (JAN 1991)****1428.306 Insurance under fixed-price contracts.****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 furnished by an insurance company that is acceptable by 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\*

\$1,000,000 each occurrence\*

\$500,000 property damage\*

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance certificate shall contain 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.

**SECTION J - List of Documents, Exhibits and Other Attachments**

Attachment 1: Statement of Work (SOW) 7 Pages

Attachment 2: General Decision Number: KY20210003 01/01/2021 12 Pages

**SECTION K - Representations, Certifications, and Other Statements of Bidders**

**52.223-1 Biobased Product Certification. (May 2012)**

**52.223-4 Recovered Material Certification. (MAY 2008)**

**52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (OCT 2015)**

**52.236-28 Preparation of Proposals - Construction. (OCT 1997)**

**SECTION L - Instructions, Conditions, and Notices to Bidders**

**52.215-1 Instruction to Offerors – Competitive Acquisition. (JAN 2004)**

**52.216-1 Type of Contract. (APR 1984)**

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

(End of Clause)

**52.236-27 Site Visit (Construction). (FEB 1995)**

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

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

**James Gray**

U.S. Fish & Wildlife Service  
Wolf Creek National Fish Hatchery (NFH)  
50 Kendall Road  
Jamestown, KY 42629  
Telephone Number: (270) 343-3797  
Email: [james\\_gray@fws.gov](mailto:james_gray@fws.gov)

**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):

<https://www.acquisition.gov/?q=browsefar>  
<http://farsite.hill.af.mil/zoomcgi/search.cgi>

(End of Clause)

**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):

<https://www.acquisition.gov/?q=browsefar>  
<http://farsite.hill.af.mil/zoomcgi/search.cgi>

(End of clause)

## **SECTION M - Evaluation Factors for Award**

### **Contractor Qualifications**

In accordance with Subpart 9.1 of the Federal Acquisition Regulations, award of a contract will be subject to the Contracting Officer's determination that the offeror meets the following minimum standards for performing the required work:

1. Has adequate financial resources;
2. Is able to meet the required delivery or performance dates;
3. Has a satisfactory performance record;
4. Has the necessary organization, experience, accounting and operational controls, technical skills, and the ability to obtain them;
5. Has a satisfactory record of integrity and business ethics;
6. Has the necessary production and technical equipment and facilities or the ability to obtain them; and;
7. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

### **Evaluation Utilizing Simplified Acquisition Procedures**

The Government will issue an order resulting from this request for quotation to the responsible offeror whose quotation results in the best value to the Government, considering both price and non-price factors. The following factors will be used to evaluate quotations:

- (1) Personnel Qualifications. The experience, education, and qualifications of personnel proposed to work on the contract will be evaluated to determine their ability to perform their proposed duties.
- (2) Technical Approach and Capability. The offeror's approach to performing contract requirements and its capability to successfully perform the contract will be evaluated.
- (3) Past Performance. The offeror's past performance on related contracts will be evaluated to determine, as appropriate, successful performance of contract requirements, quality and timeliness of delivery of goods and services, cost management, communications between contracting parties, proactive management and customer satisfaction.
- (4) Price.

Technical capability, past performance and Personnel Qualifications, when combined, is slightly more important than price.

Contractor shall provide references and documentation showing past performance with similar requirements.

(End of provision)