SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

PAGE 1 OF 50

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 6923G226Q000028

6. SOLICITATION ISSUE DATE: 8/21/2026

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: BRIAN WILEY
b. TELEPHONE NUMBER *(No collect calls)*: 770-954-5976

8. OFFER DUE DATE/ LOCAL TIME: 1400 ET 9/11/2026

9. ISSUED BY CODE 6923G2

MARITIME ADMINISTRATION
USMMA PROCUREMENT
300 STEAMBOAT ROAD
KINGS POINT NY 11024-1699

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: 100 % FOR:

x SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 562910

SIZE STANDARD: 1000

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

13a. ☐ THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

16. ADMINISTERED BY CODE 6923G2

MARITIME ADMINISTRATION
USMMA PROCUREMENT
300 STEAMBOAT ROAD
KINGS POINT NY 11024-1699

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00001	permanently remove from service, extract, and scrap three (3) steel underground storage tanks (USTs) containing No. 2 fuel oil, including all associated piping, wiring, components, and monitoring systems. Firm Fixed Price. Continued...				
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ______ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE ______________ OFFER DATED. ______________. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: DURBA RAY

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Phase 1: Isolation and Fuel Product Management Phase 2: Tank Cleaning and Excavation Phase 3: Soil Sampling and Site Remediation Phase 4: Tank Modifications and system Integration Phase 5: Backfill and Site Restoration				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

Attachment 1 -Amendment One – Updated RFQ

REQUEST FOR QUOTATION

SOLICITATION NUMBER: 6923G226Q000028

ISSUED: August 21, 2026

QUESTIONS DUE: August 26, 2026 at 2:00 PM East Coast Time

PROPOSALS DUE: September 11, 2026 at 2:00 PM East Coast

Time PROPOSALS VALID THROUGH: December 31, 2026

NAICS Code – 562910. Total Small business set aside

FOR: Removing and Scrapping Three Steel Underground NO.2 Heating Oil Storage Tanks at Delano & O'Hara Hall at the U.S. Merchant Marine Academy (USMMA)

IMPORTANT

Read the ENTIRE solicitation and see Section L for proposal submission instructions

1. **Offerors offering less than 90 calendar days for proposal acceptance WILL NOT BE considered and WILL BE rejected.**
2. Telegraphic, telephonic, or facsimile proposals will NOT be accepted.
3. All information pertaining to this RFQ, including amendments, will be posted on-line at SAM.gov.
4. This solicitation is issued as a **100% Total Small Business Set-aside**, pursuant to FAR Part 19.
5. **Offerors shall include all APPLICABLE Federal, State, and Local taxes in their proposal. A tax-exempt number will not be provided.**
6. Performance Bonds and Payment Bonds will be required for 100% of the total award amount.
7. All offerors are required to be registered with an active status at SAM.gov at the time of proposal submission. Accounts shall remain active for the entire performance period of the resulting contract.
8. Offerors shall email proposals to: usmmaproposals@dot.gov and cc durba.ray@dot.gov

SECTION A
SOLICITATION/CONTRCT FORM

TABLE OF CONTENTS

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

CLIN	Requirement	Period of Performance	US Dollars	Total
00001	Base Year Removing and Scrapping Three Steel Underground NO.2 Heating Oil Storage Tanks at Delano & O'Hara Hall See SOW and attachment(s) for additional details. Firm Fixed Price	September 29, 2026-September 28, 2027		
Total for the base year			$	$

SECTION C
DESCRIPTION/SPECIFICATION/REVISED SOW

Removing and Scrapping Three Steel Underground NO.2 Heating Oil Storage Tanks at Delano & O'Hara Hall (SOW)

LOCATION OF WORK
Delano Hall & O'Hara Hall, located on United States Merchant Marine Academy (USMMA), 300 Steamboat Road, Kings Point, NY 11024.

1. Project Objective
The Contractor shall permanently remove from service, extract, and scrap three (3) steel underground storage tanks (USTs) containing No. 2 fuel oil, including all associated piping, wiring, components, and monitoring systems. Additionally, the Contractor shall modify, engineer, and integrate the existing generator fuel delivery systems at **Delano Hall and O'Hara Hall** to transition permanently to a day tank feed configuration.

The Contractor is **solely responsible for identifying, obtaining, and maintaining all required federal, state, county, and local permits** necessary to complete both the decommissioning of the old tanks and the modification of the remaining fuel systems in strict compliance with all applicable laws.

Tank Decommissioning Inventory and Locations
The contractor shall perform decommissioning, removal, and disposal services for the following underground storage tanks (USTs), including the management of remaining product volumes and the removal/disposal of covering concrete pads:

- **Delano Hall (Southern Side)**
  - **Tank #1:** One (1) 20,000-gallon steel UST
    - **Remaining Volume:** 11,207 gross gallons

- **Tank #2:** One (1) 20,000-gallon steel UST
  - **Remaining Volume:** 16,673 gross gallons
- **Site Conditions:** Overlaid by an **existing concrete pad approximately 5 to 6 inches thick**.

- **O'Hara Hall (Eastern Side)**
  - **Tank #1:** One (1) 10,000-gallon steel UST
    - **Remaining Volume:** 5,963 gross gallons
  - **Site Conditions:** Overlaid by an **existing concrete pad approximately 5 to 6 inches thick**.

New Tank Installation Inventory and Locations (No new tank installation required)
- **Delano Hall & O'Hara Hall:** No new bulk storage tanks (ASTs or USTs) will be installed under this contract. The **existing facility day tanks** at both locations shall be utilized as the primary, permanent fuel source for the emergency generators.
- **Exterior Remote Fill Stations:** The Contractor shall provide and install **one (1) new exterior fuel fill location** at Delano Hall and **one (1) new exterior fuel fill location** at O'Hara Hall, designed to feed fuel directly into their respective day tanks.

2. Historical Preservation Compliance
- **District Status:** Delano Hall and O'Hara Hall are contributing buildings within the U.S. Merchant Marine Academy (USMMA) National Historic District (listed on the National Register of Historic Places on August 29, 2014).
- **Statutory Standards:** All work must strictly comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR Part 68) and the Standards for Rehabilitation (36 CFR Part 67.7).
- **Finishes Restoration:** The Contractor shall clean, prime, and coat all interior and exterior surfaces disturbed by piping or wiring removal or installation to match adjacent surrounding areas.

3. Regulatory and Engineering Framework

- **Engineering Oversight:** The Contractor shall retain a Professional Engineer (PE) or equivalent approved by the Nassau County Department of Health (NCDH) to engineer all plans and permit applications.
- **Comprehensive Compliance:** The Contractor shall complete all work and provide all materials required by this specification in accordance with all applicable Federal, New York State, Nassau County, and local regulations.
- **Permits and Fees:** The Contractor maintains **exclusive and sole responsibility for identifying, securing, scheduling, procuring, and paying for all federal, state, county, and local permits, licenses, registrations, variances, and inspections** required for both the removal and scrap of old tanks and the legal modification/operation of the **day tank fuel delivery systems**. The Government will not obtain or pay for any project permits.

- **Compliance Umbrella:** All execution, handling, and disposal must conform to EPA, NYSDEC, OSHA, and NCDH regulations.
- **Required Documentation:** Prior to starting work, copies of all mandated permits, PE-approved plans, licenses, and personnel training certificates must be submitted to the Contracting Officer's Representative (COR).

4. Period of Performance and Scheduling

- **Timeline:** All work shall be completed within 60 calendar days from the date of Notice to Proceed. (Completion date may change based on unforeseen reasons)
- **Shift Work:** Normal working hours are Monday through Friday, 7:00 AM – 4:00 PM. Swing and graveyard shifts are permitted.
- **Advance Notifications:**
  - **Off-Hours Work:** Provide minimum **24-hour advance written notice** to the COR, Department of Public Safety (DPS), and Department of Public Works (DPW).
  - **General Work Commencements:** Schedule all distinct field activities at least **48 hours in advance** with the COR, DPW, and DPS.
  - **Activity Interruptions:** Immediately notify DPW, DPS, and the COR of any planned or unforeseen utility or service interruptions.
- **Project Timeline Submittal:** At least one week prior to starting work, submit an electronic project schedule (Microsoft Office format) mapping milestones for permitting, tank isolation, removal, soil testing, and backfilling.

5. Execution Requirements

Operational and Financial Responsibility: All operational and financial responsibility for the testing, treatment, handling, and ultimate disposition of the fuel remains entirely with the Contractor. The Government will not manage, take title to, or handle the logistics for any fuel deemed unusable. If the fuel cannot be reused on-site by the Academy, managing the next steps—including navigating any regulatory, legal, or disposal requirements—is the sole responsibility of the Contractor under the lump-sum base contract. **Furthermore, if the fuel is determined to be completely unusable and requires environmental disposal, the full operational coordination and total cost of that disposal are also the exclusive responsibility of the Contractor.**

Phase 1: Isolation and Fuel Product Management

- **System Lockout:** Coordinate with DPW to execute a complete fuel system lockout/tagout (LOTO).
- **Isolation:** Drain the piping system and install hard blanks to isolate the USTs from remaining facilities.
- **Temporary Fuel Delivery System**: The Contractor shall furnish, install, and maintain a temporary fuel delivery system to ensure the emergency generators at both Delano Hall and O'Hara Hall remain fully operational and available for emergency service throughout the entire duration of the project. The Contractor may utilize the existing facility day tanks at both generator locations to facilitate this temporary fuel feed configuration.
- **Fuel Analysis:** Test the residual fuel oil for hazardous components, water content, sediment, and microbial growth per regulatory requirements. Provide certified analysis reports to the COR and DPS.
- **Fuel Transfer, Polishing, and Disposition:**
    1. Coordinate with senior management of the Waterfront Operations and Training Section to determine if fuel can be recycled directly into the *Kings Pointer* vessel.
    2. **Fuel Polishing Option:** If initial testing indicates the fuel fails quality standards due to water, particulate contamination, or degradation, the Contractor shall perform on-site fuel polishing or mechanical cleaning. **All costs for fuel polishing, mechanical cleaning, and restoration to ASTM D396 compliance are deemed included in the Contractor's base contract price.** Following successful restoration and approval by the COR, the Contractor shall clean and transfer the stabilized fuel to the Kings Pointer or other designated Academy storage.
    3. If the fuel cannot be reused on-site even after evaluating polishing options, the Contractor shall resell the product to the highest bidder (minimum of 3 competitive bids submitted to the COR prior to sale).
    4. The final monetary value of the sold fuel oil shall be credited back to the Government on the final project invoice.

Phase 2: Tank Cleaning and Excavation

- **Resource Operational Responsibility:** The Contractor shall be responsible for providing all labor, materials, subcontractors, equipment, and disposal costs—including but not limited to tank cleaning, waste disposal, staging, and temporary lighting—required to complete all requirements of this specification.
- **Hot Work Certification:** Clean the tanks until a certified "safe for hot work" status is achieved. This condition must be verified via a calibrated combustible gas indicator or explosion meter to the satisfaction of the COR prior to dismantling.
- **Site Demolition:** Remove and legally dispose of the concrete pads and asphalt overlying the USTs.
- **Excavation:** Excavate the target areas to expose the tanks, piping, and conduit. Uncontaminated soil must be segregated and stockpiled for reuse as backfill.

Phase 3: Soil Sampling and Site Remediation

- **Analytical Testing:** Perform independent analytical soil testing at the excavation base and on stockpiled backfill soil to NCDH standards, regardless of whether a spill is suspected.
- **Reporting:** Submit all laboratory analytical reports to the NCDH, COR, and USMMA Environmental Protection Specialist.
- **Remediation:** Any required soil remediation as determined by Nassau County Department of Health shall be reported to the USMMA COR immediately.
- **Contaminated Disposal:** Any contaminated materials identified by analytical testing shall be disposed of in accordance with Federal, State, and local regulations. Contaminated soil must be excavated, manifested, transported, and disposed of at an approved facility at no additional cost-incurred to the Government. (FAR 52.236-2 Differing Site Conditions)

Phase 4: Day Tank Modifications and System Integration

- **Design & Engineering Submittals**: The Contractor's PE shall submit comprehensive mechanical installation blueprints, structural wall/floor penetration detailing, low/high-voltage electrical layout revisions, and fuel piping schematics for modifying the existing day tank systems to the COR and NCDH for final approval.
- **Exterior Remote Fill Stations**: The Contractor shall furnish and install a complete, code-compliant exterior remote fill box at both Delano Hall and O'Hara Hall. Fill locations must include a lockable, weather-proof fill box, a minimum 5-gallon spill containment bucket with a manual drain valve, a clear identification label ("#2 Fuel Oil"), a tight-fill connection adapter, and a grounding stud.

- **Operator Visual and Auditory Safety Controls**: The Contractor shall furnish and mount a weather-proof, localized overfill alarm panel directly adjacent to each exterior remote fill box. This panel must be highly visible and audible to the fuel truck operator during delivery operations. At a minimum, the panel shall feature a high-decibel auditory horn and a high-visibility flashing red strobe light that automatically activates when the corresponding day tank reaches a 90% (high-level alarm) and 95% (critical overfill prevention) liquid capacity. A manual "Alarm Silence" button and a "System Test/Power OK" indicator light must be included on the exterior enclosure.
- **Interconnecting Fuel Supply Systems:** The Contractor is solely responsible for supplying and installing all items required to make the permanent fuel infrastructure connections. This includes new, dedicated fuel delivery piping routed directly from the new exterior fill locations into the existing indoor day tanks. All new fuel supply, return, vent, and overflow piping must include secondary containment sleeves, automated anti-siphon valves, mechanical overfill protection, and required code-compliant fittings.
- **Electrical Wiring & Controls Integration**: The Contractor shall provide all labor and materials to complete all high and low-voltage electrical connections, conduits, and safety circuits. The new setup must tie any automatic day tank float switches, shut-off valves, and the newly installed exterior truck-operator alarm panels seamlessly into the existing building system controls.
- **System Monitoring & Overfill Protection**: The Contractor shall install electronic high-level alarms and electronic overfill prevention valves within or adjacent to the day tanks to stop fueling inflows automatically during bulk deliveries from the exterior fill points. Wire all monitoring hardware directly into the facility's centralized operations panel.
- **NCDH Sign-Off & Commissioning**: The Contractor shall perform all regulatory hydrostatic, pressure, and electronic functionality tests required to safely commission the reconfigured systems. The Contractor must deliver fully operational, integrated fuel delivery systems that achieve formal Nassau County Department of Health (NCDH) approval for permanent facility generator operations. Provide certified commissioning and inspection reports to the COR.

Phase 5: Backfill and Site Restoration

- **Site Restoration and Liability:** The Contractor shall return all work sites and surrounding areas to the exact condition in which they were found prior to the start of work. The Contractor shall assume full financial and operational responsibility for repairing or replacing any damage caused to Academy property, utilities, or vegetation during project execution.
- **Backfill:** Backfill excavations using the validated, uncontaminated on-site soil. Import clean, certified structural fill as needed to level the site to match surrounding grades.
- **Concrete and Asphalt Restoration:** The Contractor shall replace all concrete work and asphalt disturbed or removed during excavation at both locations (Delano Hall and O'Hara Hall) to brand-new, pristine conditions, matching original construction joints and specifications.
- **Topsoil Quality:** The final lifts of fill must be topsoil of sufficient quality to sustain grass seeding or sodding. *Note: USMMA will perform the final seeding/sodding.*
- **Daily Housekeeping:** Remove all project-generated debris from the Academy premises daily. Leave all work areas clean, neat, and ready for normal institutional operations.

6. Environmental Protection and Safety

- **Site Security:** Erect and maintain a rigid personnel barrier/fence around the active workspace to secure the area against midshipmen, staff, and visitors.
- **Spill Prevention Plan:** Submit a written Spill Prevention and Mitigation Procedure to the COR and DPS prior to mobilization.
- **Drain Infrastructure Protection:** Continuously protect all floor drains, storm drains, catch basins, and drainage pathways from oil ingress using Contractor-provided containment equipment (booms, mats, absorbent kits).
- **Spill Reporting and Liability:** Immediately report any product release to the COR, DPW, DPS. NYSDEC must also be notified (Spill Hotline 1-800-457-7362) ~~The Contractor maintains sole financial and legal liability for containment, cleanup, waste transport, and environmental remediation~~. The contractor is responsible for releases caused by or resulting from its performance, consistent with applicable law and the other contract provisions addressing environmental conditions and differing site conditions. Provide copies of all waste manifests to the Academy.

7. Contract Administration and Deliverables

- **Pre-Bid Walkthrough:** A mandatory onsite walkthrough was conducted with DPW, DPS, and the COR to identify and physically mark project limits, piping runs, and monitoring system tie-ins.
- **Subcontractor Oversight:** The prime Contractor retains full responsibility and liability for the safety, regulatory compliance, and performance of all utilized subcontractors.

- **Client Satisfaction:** The Contractor is responsible for ensuring client satisfaction throughout the duration of the project. Any discrepancies, issues, and concerns identified by the client originating from the Contractor will be addressed, documented, and corrected in a timely manner.
- **Deliverable Format:** All plans, schedules, reports, permits, and closeout documents shall be delivered electronically in native Microsoft Office formats (Word, Excel, Project) or OCR-searchable PDF.

SECTION D PACKAGING AND MARKING

This section is not applicable.

SECTION E – INSPECTION AND ACCEPTANCE

52.246-4INSPECTION OF SERVICES-FIXED PRICE (AUG 1996)

(a)Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b)The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c)The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d)If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e)If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --
a. Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
b. Reduce the contract price to reflect the reduced value of the services performed.
(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may –
a. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
b. Terminate the contract for default.

(End of Clause)

SECTION F DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE

All work will be performed at Delano Hall & O'Hara Hall, located on United States Merchant Marine Academy (USMMA), 300 Steamboat Road, Kings Point, NY 11024.

F.2 PERIOD OF PERFORMANCE

The Period of Performance shall be 60 days from the date of Notice to Proceed from the Contracting Officer (PoP May change based on the unforeseen reasons). May change based on the date of award. Exact date will be specified in the PO. Notice to Proceed will be issued to the contractor within 5 Calendar days after award.

Base Period –September 29, 2026 to September 28, 2027.

Work shall be performed during normal business hours of 7:00AM-4:00 PM, Monday through Friday. Swing and graveyard shifts are permitted.

Advance Notifications:

- Off-Hours Work: Provide minimum 24-hour advance written notice to the COR, Department of Public Safety (DPS), and Department of Public Works (DPW).
- General Work Commencements: Schedule all distinct field activities at least 48 hours in advance with the COR, DPW, and DPS.
- Activity Interruptions: Immediately notify DPW, DPS, and the COR of any planned or unforeseen utility or service interruptions.
- Project Timeline Submittal: At least one week prior to starting work, submit an electronic project schedule (Microsoft Office format) mapping milestones for permitting, tank isolation, removal, soil testing, and backfilling.

F.3 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **5 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 in accordance with the Schedule in Attachment B, after the date the Contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

F.4 FAR 52.211-12 LIQUIDATED DAMAGES-- CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $18,000.00 or 0.01% of the amount due for the last invoice payment scheduled (whichever is greater), for each calendar day of delay until the work is completed or accepted.

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

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICING

DOT utilizes the Delphi eInvoicing web portal for processing invoices. Access to Delphi eInvoicing web portal is granted with electronic authentication of credentials (name & valid email address) utilizing the GSA credentialing platform login.gov. For vendors submitting invoices or payment requests, they will be required to submit invoices via the Delphi eInvoicing web portal which is authenticated via www.login.gov.

Vendors must meet the following minimum requirements to submit invoices through the Delphi eInvoicing web- portal:

(a) Vendors shall have electronic internet access to register in the U.S. General Services Administration's (GSA) Login.gov and to the Delphi eInvoicing web portal;

(b) The identity of system users will be verified prior to receiving access to the Delphi eInvoicing web-portal via registration with login.gov. Information required for Login.gov includes his/her email address, full name, phone number, and password;

(c) Once notified by their agency POC, system users shall register with and create an account with GSA Login.gov. System users will provide his/her email address and receive an email back to confirm. They will then create a password and input a telephone number and opt to receive either a personal call from Login.gov or text message with an authentication code;

(d) Once the user is authenticated in Login.gov, he/she shall work with their agency POC to request access to the Delphi eInvoicing web portal. The POC will complete a Delphi eInvoicing web- portal User Access Request (UAR) to include the users full name, contact phone number, work e- mail address. Additionally, the agency POC will include the vendor name, purchase order (contract) numbers (or supplier number) and agency doing business with to complete and electronically submit the UAR for processing;

(e) Once the UAR is submitted, it will be electronically approved by the Access Control Officer (ACO) assigned to OA associated with the contract award or grant and then forwarded to the Delphi eInvoicing helpdesk to create the account. Once the account is created an e-mail will be generated to the user with instruction on accessing their Delphi eInvoicing web portal account. An e-mail will also be sent to the agency POC who initiated the UAR.

A. Definition.
Payment request, as used in this subpart, means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation.

B. Electronic payment requests—invoices.

(a) Requirements. Contracts shall require the electronic submission of payment requests, except for—
(1) Purchases paid for with a Governmentwide commercial purchase card;
(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise classified information or national security; or
(3) As directed by the contracting officer to submit payment requests by mail.

(b) Alternate procedures. Where a contract requires the electronic submission of invoices, the contracting officer may authorize alternate procedures only if the contracting officer makes a written determination that the Department of the Transportation (DOT) is unable to receive electronic payment requests or provide acceptance electronically and it is approved one level above the contracting officer.

For contractors/vendors who are unable to utilize DOT's Delphi eInvoicing web-portal, waivers may be considered on a case-by-case basis. Vendors should contact the Contracting Officer's Representative for assistance and reach out to the Accounts Payable department for review and approval.

(c) DOT electronic invoicing system. DOT utilizes the Delphi eInvoicing web portal to facilitate the electronic submission and approval of vendor invoices and certain grantee payment requests. Except as provided in paragraphs (a) and (b) of this section, contracting officers and DOT finance officials shall process electronic payment submissions through the Delphi eInvoicing web portal. If the requirement for electronic submission of payment requests is waived under paragraph (a) or paragraph (b) of this section, the contract or alternate payment authorization, as applicable, shall specify the form and method of payment request submission.

C. Electronic authentication.

Access to Delphi eInvoicing is granted with electronic authentication of credentials (name & valid email address) utilizing the GSA credentialing platform login.gov. For vendors submitting invoices, they will be required to submit invoices via the Delphi eInvoicing web portal which is authenticated via login.gov.

D. Contract clause.
Contracting officers shall insert the clause provided in Section E. below, Electronic Submission of Payment Requests, in solicitations and contracts exceeding the micro-purchase threshold, except those for which the contracting officer has directed or approved otherwise under Section B. above, and those paid with a Governmentwide commercial purchase card.

E. Electronic Submission of Payment Requests.

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS
(a) Definitions. As used in this clause—

(1) Contract financing payment has the meaning given in FAR 32.001.

(2) Payment request means a bill, voucher, invoice, or request for contract financing payment or invoice payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices," this clause, and the applicable Payment clause included in this contract.

(3) Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) Invoice payment has the meaning given in FAR 32.001.

(b) Electronic payment requests. Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Governmentwide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) The Department of Transportation utilizes the Delphi eInvoicing web-portal for processing invoices. For vendors submitting invoices, and certain grantees submitting payment requests, they will be required to submit invoices via Delphi eInvoicing which is accessed and and authenticated via www.login.gov

(e) The following FAR section applies (32.905 Payment documentation and process). In order to receive payment and in accordance with the Prompt Payment Act, all invoices submitted as attachments in the Delphi eInvoicing web-portal shall contain the following:

(a) General. Payment will be based on receipt of a proper invoice and satisfactory contract performance.

(b) Content of invoices.

(1) A PROPER INVOICE MUST INCLUDE THE FOLLOWING ITEMS (except for interim payments on cost reimbursement contracts for services):

(i) Name and address of the contractor.

(ii) Invoice date and invoice number. (Date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to notify in the event of a defective invoice.

(e) Payment system registration. All persons accessing the Delphi eInvoicing web-portal will be required to have their own unique user Delphi eInvoicing ID and password and be credentialed through login.gov.

(1) Electronic authentication. See www.login.gov for instructions. Click on the following link for instructions on establishing a login.gov account: https://login.gov/help/creating-an-account/how- do-i-create-an-account-with-logingov/.

(2) To create a login.gov account, the user will need a valid email address and a working phone number. The user will create a password and then login.gov will reply with an email confirming the email address.

(3) Agency POC's will be responsible for communicating with vendor POC's to initiate the Delphi eInvoicing account creation process. Vendor POC's who will require access to the eInvoicing web-portal for invoice submission and payment tracking purposes will be required to provide their full name, valid email address, and current phone number to the agency POC to initiate the Delphi eInvoicing web-portal account. Vendor users and the agency POC will be notified via e-mail when the account is created. The vendor user will be provided detailed instructions for logging into their Delphi eInvoicing account.

(4) Training on Delphi. To facilitate use of DELPHI, comprehensive user information is available at http://einvoice.esc.gov

(5) Account Management. Vendors are responsible to contact the Delphi Help Desk when their firm's points of contacts will no longer be submitting invoices so they can be removed from the system. Instructions for contacting the Delphi Help Desk can be found at http://einvoice.esc.gov

POINTS OF CONTACT

All matters related to the contractual obligations, and general correspondence, shall be coordinated with and directed to the following persons:

Durba Ray
Contracting Officer
U.S. Department of Transportation
Maritime Administration
Office of Acquisition, MAR380
1200 New Jersey Avenue, S.E.
Washington, DC 20590
E-mail: durba.ray@dot.gov

Brian Wiley
Contract Specialist
U.S. Department of Transportation
Office of Acquisition, MAR380
1200 New Jersey Avenue, S.E.
Washington, DC 20590
E-mail: brian.wiley.ctr@dot.gov

Contractor:

TBD

G.2 CONTRACTING OFFICER'S REPRESENTATIVE

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.

(b) The Contracting Officer cannot authorize the COR or any other representative to sign documents (*i.e.,* contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

The Contracting Officer's Representative (COR):

Roody S. Milord, MPH, CSP
Environmental Protection Specialist
Office of Environmental Compliance, MAR-410.1
USMMA Dept. of Transportation
516-726-6156
milordr@usmma.edu

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 SUBCONTRACT DATA

The Contractor shall submit an executed Statement and Acknowledgement (Standard Form 1413), to the Contracting Officer for every subcontractor (including every subcontractor of the second or lower tier) that will be performing work at the construction site. This shall be done before the subcontractor begins work. This form provides an acknowledgement by the subcontractor that mandatory "flow- down" contract clauses have been included in the contract in accordance with FAR Clause 52.222-11. A copy of Form SF 1413 will be given to the Contractor at time of award. Completing this form creates no contractual relationship between the subcontractor and the Government.

H.2 MODIFICATION PROPOSALS - PRICE BREAKDOWN

The Contractor shall furnish a detailed Proposal for all Contract Modification Requests (CMR's) from the Contracting Officer. All Proposals shall reach the Contracting Officer within 10 calendar days after receipt of the CMR unless otherwise directed by the Contracting Officer. The Proposal shall comprise an itemized price breakdown in sufficient detail to permit an analysis of all materials, labor, equipment, overhead and profit, at both the prime and subcontracting levels and shall cover all work involved in the modification whether such work was deleted, added or changed. In addition, if the Proposal includes a request to extend time it shall show the effect on the approved schedule. Contractor-initiated requests, for changes to the contract (other than corrective), shall be considered by the Government only if they meet all of the following conditions:

(1) The request shall be submitted to the Contracting Officer by separate correspondence signed by an authorized representative of the Contractor.

(2) The request shall state how the proposed change would be incorporated into the schedule; whether or not a time extension will be necessary, and the calendar date that the Contractor must receive approval or disapproval so as not to affect the existing schedule.

(3) The request shall include a complete listing of existing labor, materials and equipment costs and proposed change as well as all indirect costs, and delays. It shall include a listing with telephone number, of all sources necessary for Government verification of costs and the Contractor's offer. The Government will reject any request that does not provide ALL of the above information in a single submission. The Contractor shall submit supporting data for claimed overhead rates to the Contracting Officer. In connection with the negotiation of any change or other modification of this contract that involves aggregate increase or decrease in costs, plus applicable profits (as explained in FAR 15.804-2), in excess of $100,000, and that is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Contractor shall furnish cost or pricing data; and, as soon as practicable after agreement is reached on price, shall furnish a Certificate of Current Cost or Pricing Data.

H.3 PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other provision of this contract such costs shall be in accordance with the contract cost principles and procedures in Federal Acquisition Regulation Part 31.

H.4 BONDS, INSURANCE, AND GUARANTEES

FAR 52.228-15 Performance and Payment Bonds-Construction (JUN 2020)

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

U.S. Department of the Treasury,
Financial Management,
Service Surety Bond Branch,
3700 East West Highway, Room
6 F01,
Hyattsville, MD 20782.

Or via the internet at http://www.fms.treas.gov/c570/.

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

H.5 REQUIREMENT FOR INSURANCE

In accordance with FAR 52.228-5, Insurance - Work on a Government Installation (JAN 1997), the Contractor shall furnish to the Contracting Officer a certificate of insurance, identified by contract number, as evidence of the existence of the following minimum insurance coverages. The contractor shall, at its own expense, provide at least the kinds and minimum amounts of insurance required below:

Type of Accident Comprehensive	Per Person	Coverage Per Accident	Property
General Liability		$500,000 (aggregate for bodily injury)	$100,000
Automobile Liability	$200,000	$500,000	$20,000

Workmen's Compensation--As required by Federal and State Law.

the certificate of insurance shall also indicate that a 30-day notice of cancellation applies. Any cancellation or material change, adversely affecting the Government's interest, shall not be effective until 30 days after the insurer or Contractor gives written notice to the Contracting Officer.

A certificate of insurance must be submitted with the proposal volume I prior to the close of the RFQ.

H.6 TAR 1252.228-74 Notification of Payment Bond Protection (NOV 2022)

(a) The prime contract is subject to the Bonds statute (historically referred to as the Miller Act) (40 U.S.C. chapter 31, subchapter III), under which the prime contractor has obtained a payment bond. This payment bond may provide certain unpaid employees, suppliers, and subcontractors a right to sue the bonding surety under the Bonds statute for amounts owned for work performed and materials delivery under the prime contract.
(b) Persons believing that they have legal remedies under the Bonds statute should consult their legal advisor regarding the proper steps to take to obtain these remedies. This notice clause does not provide any party any rights against the Federal Government, or create any relationship, contractual or otherwise, between the Federal Government and any private party.
(c) The surety which has provided the payment bond under the prime contract is: [*Contracting Officer fill-in prime*

contractor's surety information]
(Name)
(Street Address)
(City, State, Zip Code)
(Contact & Tel. No.)
(d) Subcontract flowdown requirements. This clause shall be flowed down to all subcontractors. Prime contractors shall insert this notice clause in all first-tier subcontracts and shall require the clause to be subsequently flowed down by all first- tier subcontractors to all their subcontractors, at any tier. This notice contains information pertaining to the surety that provided the payment bond under the prime contract and is required to be inserted in its entirety to include the information set forth in paragraph (c).

H.7 GREEN PURCHASING

Pursuant to **Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance**, the Maritime Administration promotes managing its facilities in an environmentally preferable manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall exert its best efforts to provide its services in a manner that will promote the natural environment and protect the health and well-being of Federal employees, contract service providers and visitors using the facility. Green purchasing or environmentally preferable contracting has several interacting initiatives which are described at the following Government or Industry Internet sites:

Recycled Products are described at http://epa.gov/cpg
Biobased Products are described at http://www.biopreferred.gov/
Energy efficient products are at http://energystar.gov/products for Energy Star products Energy efficient products are at http://www.eere.energy.gov/femp/procurement for FEMP designated Products
Environmentally Preferable Computers are at http://www.epeat.net Non-Ozone Depleting Alternative Products are at http://www.epa.gov/ozone/strathome.html
Water efficient plumbing products are at http://epa.gov/watersense

To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor is expected to provide the environmentally preferable type of product unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products or does not meet reasonable performance standards.

H.8 SECURITY

The contractor shall be solely responsible for the security of its materials and equipment.

H.9 CONTRACTOR TRAINING

The Contractor shall provide a work force properly trained (and certified, if required) to perform all taskings defined within the SOW. If a tasking requires certification and/or periodic recertification, the contractor is responsible for the costs of certification and, if required, periodic recertification.

H.10 PERFORMANCE OF WORK ON GOVERNMENT PREMISES

The rules and regulations, whether in effect now or to go into effect in the future, at the premises where services are to be performed, shall apply to the Contractor and its employees while working on the premises. These regulations include, but are not limited to, presenting valid identification for entrance, smoking restrictions, obtaining and using vehicle passes for all contractor-owned and/or privately-owned vehicles, obeying posted directives, strict adherence to security and/or police directives, and safety procedures and directives.

H.11 INHERENTLY GOVERNMENTAL FUNCTIONS

Prohibition on Performing Inherently Governmental Functions - In performance of this contract, the Contractor shall not perform inherently governmental functions as defined in FAR Subpart 2.101 and prescribed in FAR Subpart 7.5. If the contractor receives a task order or other direction under the terms of the contract that it believes are inherently governmental, the contractor shall notify the CO prior to commencing work on the questioned activity.

H.12 CONTRACT SPECIFICATIONS AND DRAWINGS
Building drawings are not available for this requirement. For specification see section C- SOW.

H.13 CONSTRUCTION SITE DOCUMENTATION

Contractor shall keep all permits and other documents required to be on the job site with the Government Contracting Officer's Representative.

SECTION I-
CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/far/part-52

Clause	Title	Date
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	NOV 2023
52.204-09	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2025
52.212-1	Instructions to Offerors—Commercial Products and Commercial Services (Deviation)	RFO April 2026
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services	OCT 2025
52.216-4	Economic Price Adjustment-Labor and Material	Jan 2017
52.222-03	Convict Labor	(Deviation) (RFO April 2026)
52.222-50	Combating Trafficking in Persons	(Deviation) (RFO April 2026)
52.222-90	Addressing DEI Discrimination by Federal Contractors.	(Deviation) (RFO April 2026)
52.232-18	Availability of Funds (Apr 1984)	APR 1984
52.232-19	Availability of Funds for the Next Fiscal Year	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.236-2	Differing Site conditions	RFO update July 2026
52.243-01	Changes--Fixed Price	OCT 2025
52.246-4	Inspection of Services – Fixed Price	AUG 1996
52.249-08	Default (Fixed-Price Supply and Service)	APRIL 1984
TAR 1252.223-73	Seat Belt Use Policies and Programs	APR 2005

TAR 1252.239-70	Security requirements for unclassified information technology resources	APR 2005
TAR 1252.242-70	Dissemination of Information – Educational Institutions	OCT 1994
TAR 1252.245-70	Government Property Reports	OCT 1994
TAR 1252-242-72	Dissemination of Contract Information	OCT 1994

FAR CLAUSES INCORPORATED FULL TEXT

52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services. (Deviation) (RFO July 1, 2026)

a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.
(b) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—
(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
(c) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act
(31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
(d) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
(e) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—
(1) Notify the Contracting Officer in writing as soon as possible;
(2) Remedy the delay as quickly as possible; and
(3) Notify the Contracting Officer when the occurrence is over.
(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).
(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
(i) Payment—
(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
3) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
(4) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;
(C) Affected line item or subline item, if applicable;
(D) Contractor point of contact; and
(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
(5) Interest.
(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
(iii) Final decisions. The Contracting Officer will issue a final decision as required by FAR part 33 if–
(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).
(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
(v) Amounts shall be due at the earliest of the following dates:
A) The date fixed under this contract.
(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.
(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
(A) The date on which the designated office receives payment from the Contractor;
(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.
(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—
(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the

Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
(o) Warranty. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.
(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
(q) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.
(r) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
(1) The schedule of supplies/services;
(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
(3) Other contract clauses incorporated in the solicitation or contract;
(4) Addenda to this solicitation or contract;
(5) Solicitation provisions incorporated in the solicitation;
(6) Other paragraphs of this clause;
(7) Other documents, exhibits, and attachments; and
(8) The specification.
(s) Unauthorized obligations.
(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to
indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
(i) Any such clause is unenforceable against the Government.
(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
(u) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.
(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the end of the base ordering period.

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days prior to the end of the base year; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months (5.5 years).
(End of clause)

a. 52.233-3 Protest after Award (Deviation Date)(RFO Update July 2026)

(a) Upon receipt of a stop-work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. After receiving the final decision in the protest, the Contracting Officer must either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor must resume work. The Contracting Officer must make an equitable adjustment in the delivery schedule or contract price, or both, and the contract must be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer must allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer must allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

TAR 1252.237-73 KEY PERSONNEL (APR 2005)

(a) The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.

(b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer approves the change.

The Key Personnel Positions under this Contract are:

1.
2.
3

(End of Clause)

52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective --

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

SECTION J
LIST OF ATTACHMENTS

1. Attachment one – Pricing sheet
2. Attachment two -Past Performance questionnaires
3. Attachment three – SF-24 – Bid bond
4. Attachment Four – Wage determination (DBA)
5. Attachment Five – Wager determination (SCA)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCECERTAIN FEDERAL TRANSACTIONS (SEP 2024)

(a) Definitions. As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(a) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(b) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalties. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(End of Provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (DEVIATION OCTOBER 2025)

Definitions. As used in this clause—
Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
Subsidiary means an entity in which more than 50 percent of the entity is owned—
Directly by a parent corporation; or
Through another subsidiary of a parent corporation.
Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.
Representation. The Offeror represents that-
It □ is, □ is not an inverted domestic corporation; and
It □ is, □ is not a subsidiary of an inverted domestic corporation.
(End of provision)
52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEVIATION)(RFO APRIL20, 2026)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION)(RFO APRIL20 2026)

(a) Definitions. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in–

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELIQUENT TAX LIABILITYOR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)APRIL20, 2026)

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

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

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

(h) The Offeror represents that–

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

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

(End of provision)

52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (DEVIATION)(RFO APRIL20, 2026)

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror must submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds $700,000.

(c) The certification must state that-

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either-

(i) To the best of the Offeror’s knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: https://acquisition.gov/content/part-52-solicitation-provisions-and- contract-clauses#i1055741

FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
FAR 52.225-12 Notice of Buy American Requirement-Construction Materials Under Trade Agreements (MAY 2014)

L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation in accordance with FAR Part 12 and 15.

L.3 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

OFFICE OF ACQUISITIONS (MAR-380)
ATTN: Durba Ray
U.S. DOT/MARITIME
ADMINISTRATION 1200 NEW
JERSEY AVE., SE
MAIL STOP: W26-444
WASHINGTON, DC
20590

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

L.4 INSTRUCTIONS TO OFFERORS

SITE VISIT: Site visit is scheduled on Tuesday, August 25, 2026, 10:30pm ET at USMMA, 300 Steamboat Road, Kings Point, NY 11024. Email name and emails of your attendees by Monday, August 24, 2026 by 12pm ET. Email all attendees names to John Calicchio, calicchioj@usmma.edu. And cc durba.ray@dot.gov; brian.wiley.ctr@dot.gov.
516-497-5887
Any proposal received in response to this solicitation SHALL carry a 90-day acceptance period before prices need to be verified, extended or re-negotiated. All required proposal elements shall be clearly labeled.

1. Proposal Submission

The price proposal shall be supported by the technical proposal that demonstrates the offeror's understanding of the work requirements, phasing of work, and estimated time frames for ordering and installing equipment. Offerors are required to provide proposals, submitted electronically, to usmmaproposals@dot.gov and cc durba.ray@dot.gov, Brian.Wiley.ctr@dot.gov .

2. A complete proposal must contain the following:

a. Offer, Standard Form (SF) 1449 front and back signed. When completing the "Offeror" portion of the SF 1449 (Blocks 30a-30c), an official having the authority to contractually bind the company must sign the SF 1449 in accordance with FAR. One copy of the SF1449 is required to have an original signature. All amendments to the solicitation must be acknowledged and signed and submitted with the proposal.
b. Volumes I, II, and III as described below.
c. A copy of offerors Representation and Certification from SAM.gov must be submitted.
d. Attachment 3- SF 24 Bid Bond (See FAR 52.228-1 included in this solicitation). Must be submitted with the proposal
e. Offeror must have entered current and complete data within the past year in Online Representations and Certifications at SAM.gov.
f. FAR 52.228-5 Insurance notification (see H.5). A copy of the insurance must be submitted.

3. **Submission of Offers.**

Signed and dated proposal and all related proposal information shall be submitted only via email to durba.ray@dot.gov.

Proposal Due Date and Time: offers must be submitted no later than 2:00 P.M. EST on Sept 11, 2026 via email to duba.ray@dot.gov; cc brian.wiley.ctr@dot.gov; prior to the close of the RFP. Proposals submitted after the time and date specified for receipt of the RFQ will be considered LATE and will not be accepted.

Questions relating to the solicitation should be submitted no later than 2:00 P.M. EST on August 26, 2026 to durba.ray@dot.gov and cc Brian.wiley.ctr@dot.gov; tia.belton@dot.gov. All correspondence from all potential offerors sent in response to this solicitation must be clearly marked with the words: "Offered Under Solicitation# 6923G226Q000028"

The Government may not provide answers to questions received after this deadline. All responses will be provided via an amendment to the solicitation on SAM.gov.
Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

4. **Proposal Format**

The Offeror shall submit three (3) separate Volumes (Volumes I, II, and III) which will contain information used for the purposes of the Government's evaluation for award.

Volume I – Technical Approach
Volume II – Past Performance
Volume III – Price

All responses will be provided via an amendment to the solicitation on SAM.gov. Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

5. **Proposal Format**

The Offeror shall submit three (3) separate Volumes (Volumes I, II, and III) which will contain information used for the purposes of the Government's evaluation for award.

Volume I – Technical Approach
Volume II – Past Performance
Volume III – Price

6. **Factor 1- Volume I – Technical Approach -Total 10 pages + 2 pages resume = Total 12 pages for Volume I**

This volume consists of the offeror's narrative addressing the technical and management approaches that will be employed under this contract. It should indicate the offeror's capabilities and the means to be used to satisfy the requirements of the requirement. It will be evaluated in accordance with the criteria contained below based on the minimum mandatory technical requirements and it should be specific and complete in every detail. The proposal should provide straightforward and concise delineation of what the offeror will do to satisfy the requirements of the requirement in accordance with the Statement of Work (SOW) and the solicitation. Special emphasis should be placed on the offeror's ability to adhere to, or exceed, the Government's schedule requirements.

The contractor's proposal must meet or exceed below all the minimum technical requirements of the scope of work:

1. The contractor must be and/or provide a NYS licensed contractor, have a currently licensed and trained P.E. (or equivalent as determined by applicable law), all trainings, certifications, and other applicable licenses, ensuring they are current and applicable to perform fully all the work outlined in the statement of work (SOW) in accordance with all federal, state and local law regulations and requirements.

2. The contractor must ensure that all work associated with the project will meet and/or exceed the standards provided in the Secretary of the Interior's Standards for Rehabilitation and guidelines for applying the standards published by the National Park Service, U.S. Department of the Interior 36 CFR 67.7 - Standards for rehabilitation.

3. The contractor must be and/or provide a NYS licensed contractor, have a currently licensed and trained P.E. (or equivalent as determined by applicable law), trainings, certifications, and all other applicable licenses and documentation, ensuring they are current and applicable to meet and/or exceed all the work outlined in the SOW in accordance with all federal, state and local law regulations and requirements.

4. The contractor must ensure all tools, equipment, materials, and methods meets and/or exceed all federal, state and local laws/regulations and the requirements of the SOW that includes but is not limited to; tank isolation, fuel management, cleaning, excavation, removal, disposal, soil testing, backfilling, site restoration, permitting, approvals, inspections, mobilization, field activities, fuel sampling, testing, analysis, evaluation of product quality, handling, transporting, and disposing of contaminated soil, groundwater, petroleum-contaminated materials, and other regulated waste streams, spill prevention, containment, notification, emergency response procedures, underground utility identification and protection, lockout/tagout (LOTO), confined space entry, hot work operations, and site security.

5. USMMA is the federal government's maritime academy with an active academic curriculum and ongoing capital improvement projects. The contractor must ensure academy activities and campus projects are not interrupted or deviated and stakeholders are addressed accordingly. This includes but is not limited to; contingency plans for addressing unforeseen site conditions, adverse weather, utility conflicts, permitting delays, contamination discoveries, and other schedule impacts, continuous compliance with applicable EPA, NYSDEC, OSHA, Nassau County

Department of Health, and other regulatory requirements, outline of site-specific Health and Safety Plan (HASP), and communication procedures used to maintain safe and compliant project performance.

7. **Factor 2 – Volume II- Past Performance (Total 2 pages)**

The offeror must provide one example of past performance with 3 years from the date of the close of the RFQ.
The following information is required to be submitted with an offeror's past performance submission.
- Description of how the effort is similar to the work under this RFQ in regard to scope, size (dollar value) and complexity.
- One point of contact including name and telephone number or email address. Preferred points of contact are, in order of descending preference: Program Manager, Technical Manager or Engineering lead, and Administrative Contracting Officer.
- Contract number
- Name of client
- Contract type
- Project description
- Total contract value
- Period of performance (start and end date and year)

If any of the above information is missing, the offeror will be rated Unacceptable for Factor Two Past Performance.
Past performance submissions may include prime contracts and task orders. Submissions must be recent, meaning they must be either current contracts or have been completed within three (3) years from the date of the posting of this RFQ. Current contracts must have at least six (6) months of completed performance from contract start from the date of the posting of this RFQ.
Past performance will only be considered for projects where the offeror was the prime contractor.
Offerors shall provide no more than two (2) pages for the referenced project example (Total 2 pages for Past Performance).

The Offeror shall be responsible for ensuring that the customer reference (1 reference) receive, completes, and returns Attachment 2 – Past Performance Questionnaires to the Contracting Officer prior to the close of the RFQ. The completed Questionnaires shall be submitted directly via email from the customer reference to durba.ray@dot.gov; by the due date established for receipt of proposals. The Government will not accept any proposal or its supporting documentation after the close of the RFQ.

8. **Factor 3 – Volume III – Price Proposal (No page limit)**

In this section, the offeror(s) shall provide a detailed price proposal. Total evaluated price to complete this requirement per the Statement of Work (SOW). Price will be evaluated to verify the price is fair and reasonable. All Offerors are encouraged to provide any additional discount. Identify any discounts utilizing the Attachment 1 -Pricing sheet (both tabs) must be completed and submitted with the Volume III- Price proposal. Under Volume III- Factor 3- Price, offerors must provide all cost breakdown, explanation, any assumptions with the price proposal based on the SOW, RFQ, technical proposal.

SECTION M - EVALUATION FACTORS FOR AWARD

1. A detailed and complete analysis of each offeror's proposal will be performed. The Government's evaluation will be based on the following factors and subfactors:

Factor 1: Technical Approach
Factor 2: Past Performance
Factor 3: Price

M.1. VOLUME I- EVALUATION FACTOR-1 -TECHNICAL APPROACH

To be acceptable, offeror's proposals must meet or exceed all the requirements of the factor one section L.5.4 – Technical approach of the Solicitation (including all stated terms, conditions, representations, certifications, and all other information required by this solicitation) in accordance with the Statement of Work in section C of the solicitation. Below table 1 will be used to rate the offerors.

TABLE – COMBINED TECHNICAL /RISK RATING METHOD FOR FACTOR ONE – TECHNICAL APPROACH.

ACCEPTABLE	A	Proposals meets or exceeds the requirements of the Solicitation (including all stated terms, conditions, representations, certifications, and all other information required by this solicitation) and the Statement of Work. Risk is low.
UNACCEPTABLE	U	Proposal did not include all the required technical factors and sub factors. Proposal did not provide information that demonstrates the ability to meet all requirements, per the solicitation and the Statement of Work. Risk is high and un-awardable.

FACTOR 2- PAST PERFORMANCE

The Past Performance will also be evaluated based on Table 2 below – Past Performance Acceptable,/Unacceptable and Neutral rating.

- Description of how the effort is similar to the work under this RFP in regard to scope, size (dollar value) and complexity in accordance with the SOW.

- One point of contact including name and telephone number or email address. Preferred points of contact are, in order of descending preference: Program Manager, Technical Manager or Engineering lead, and Administrative Contracting Officer.

- Contract number

- Name of client

- Contract type

- Project description

- Total contract value

- Period of performance (start and end date and year)

If any of the above information is missing, the offeror will be rated Unacceptable for actor Two Past Performance. The Government may consider efforts performed for agencies of the federal, state, or local governments and commercial customers when evaluating past performance. Acceptable Offeror's responsibility will be determined.
Government reserves the right to contact the Offeror's Government Point of Contact. An offeror without a record of relevant past performance, or for whom relevant past performance information is not available, will receive a Neutral rating and will not be evaluated favorably or unfavorably on that basis. A Neutral past-performance rating will not render an otherwise technically acceptable offeror ineligible for award.
The Government will review the responses to the Past Performance questionnaires directly from the offeror's point of contact provided by the offeror's reference POC as a part of the factor two-Past Performance.

Table -2 -FACTOR TWO – PAST PERFORMANCE EVALUATION FACTOR RATING-

ACCEPTABLE	A	Past Performance Proposal example Proposals meets or exceeds the requirements of the Solicitation (including all stated terms, conditions, representations, certifications, and all other information required by this Solicitation, in scope, size, complexity) and the Statement of Work. Risk is low.
UNACCEPTABLE	U	Past Performance Proposal example did not include all the required technical factors and sub factors. Proposal did not provide information that demonstrates the ability to meet all requirements, per the solicitation and the Statement of Work in terms of scope, size and complexity. Risk is high and un-awardable.
NEUTRAL	N	An offeror without a record of relevant past performance, or for whom relevant past performance information is not available, will receive a Neutral rating and will not be evaluated favorably or unfavorably on that basis. A Neutral past-performance rating will not render an otherwise technically acceptable offeror ineligible for award.

2. FACTOR THREE – PRICE:

This is a Firm Fixed Price requirement. All requested information in the RFQ section L.5.6 -Volume III – Factor 3- Price, will be reviewed and evaluated. The Government will evaluate the completeness and accuracy of each Offeror's price proposal by assessing Attachment 1- Pricing Sheet including summary, breakdown information and its proposed write up, explanation, justification, assumption in Volume III, Factor -3 – Price proposal, whether the Offeror provided the required price data in sufficient detail to fully support the offer and permit the Government to evaluate the proposal thoroughly. Government will review and evaluate all supporting requested information in section L Pricing. All tabs of the Attachment 1 – Pricing sheet.Total price to complete this requirement, it's breakdown information, explanation, justification, assumption to support the total proposed price, and technical proposal, based on the understanding of the SOW and the technical requirements.No exception will be allowed.

The Government will evaluate the fair and reasonableness of the proposed price using comparative evaluation of quotations and or comparison to the Independent Government Cost Estimate (IGCE).

The Government will evaluate the proposed price to determine that Offeror's proposed price is valid, accurate, fair, and reasonable as well as for consistency and understanding of the SOW requirement.

The Government may reject any Offeror that is evaluated to be inconsistent, inaccurate, missing requested information, in terms of program commitments, including contract terms and conditions, in price, such that the Offer is deemed to reflect failure to comprehend the technical requirements per the SOW and the RFQ.

Award will be made to the Offeror found to be technically acceptable that offers the lowest total price submitted.

6. BASIS FOR CONTRACT AWARD: LOWEST PRICE TECHNICALLY ACCEPTABLE(LPTA)

Award of Firm Fixed Price Purchase Order will be made on the basis of Lowest Price Technically Acceptable (LPTA) in accordance with FAR Part 12, Part 15.102 to the technically acceptable, legally eligible, responsible Offeror, whose proposal is the lowest evaluated price and received an "Acceptable" rating overall for all technical criteria (Factor1) and determined most advantageous to the Government. Factor one -Technical Approach ~~is of high importance and~~ rating of "Unacceptable" for one or more technical factors (or subfactors) will result in an overall rating of "Unacceptable." The factor two will be evaluated based on Acceptable and unacceptable based on relevant scope, size and complexity. ~~If an offeror does not have any CPARS information, will be rated as "Neutral"~~. An offeror without a record of relevant past performance, or for whom relevant past performance information is not available (including CPARS), will receive a Neutral rating and will not be evaluated favorably or unfavorably on that basis. A Neutral past-performance rating will not render an otherwise technically acceptable offeror ineligible for award. An award will be made to the responsible offeror submitting the lowest evaluated price whose proposal meets or exceeds all applicable acceptability requirements. ~~When both nonprice factors are combined, both are rated equal.~~ The Government reserves the right to negotiate or make award without discussions.

~~RELATIVE ORDER OF IMPORTANCE~~

~~In compliance with FAR § 15.304(d) and § 15.304(e), in making the best value decision, the source selection authority will consider the following order of importance:~~

1. ~~Factor 1 – Technical Approach is more important than Factor 2 – Past Performance~~
2. ~~Factor 2 is more important than Factor 3 – Price~~

~~In compliance with FAR § 15.304(e), when combined, non-price evaluation factors (Factor 1 and Factor 2) are significantly more important than price (Factor 3).~~

END OF SOLICITION