

### Department of Interior Clauses

<b>1452.201-70</b>	<b>AUTHORITIES AND DELEGATIONS</b>	<b>(Sep 2011)</b>
<b>1452.203-70</b>	<b>Restrictions on Endorsements</b>	<b>(Jul 1996)</b>
<b>1452.204-70</b>	<b>Release of Claims</b>	<b>(Jul 1996)</b>
<b>1452.215-70</b>	<b>Examination of Records</b>	<b>(Apr 1984)</b>
<b>1452.215-71.1</b>	<b>Use and Disclosure of Proposal Information</b>	<b>(Apr 1984)</b>
<b>1452.228-70</b>	<b>Liability Insurance</b>	<b>(Jul 1996)</b>

### Deliveries or Performance

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **400 DAYS, after notice to proceed**. The time stated for completion shall include final cleanup of the premises.

### Contract Work Hours

The performance period established for this contract is based upon all work being conducted during regular working hours. Regular working hours are in accordance with the Project leader and the station hours. If the Contractor desires to carry on work outside regular hours, including Saturdays, Sundays, and Government holidays, a request must be submitted to the Contracting Officer and Contracting Officer Representative in sufficient time to allow satisfactory arrangements to be made by the Government for access to the work site and inspection.

(End of clause)

#### **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 \$496.00 for each calendar day of delay** until the work is completed or accepted.

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

(End of Clause)

Addendum Provisions and Clauses  
Alteration/Repair MATOC U. S. FWS  
Construct HQ and Visitor's Center  
Long Lake NWR North Dakota

## Contract Administration Data

### DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP)

(APR 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP). "Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause. **Additionally, prior to submission in IPP, provide a draft invoice for review by the Contracting Officers Representative and the Contracting Officer. IPP website address is: <https://www.ipp.gov>.**

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

**Invoice; SUBMIT A PAPER COPY OF YOUR INVOICE; LINE ITEMS MUST MATCH THE CONTRACT.**

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131. If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Template)

### Contracting Officer (CO) and Specialist responsible for this contract and administration:

#### Contracting Officer & Contract Specialist

Timothy Officer  
U.S. Fish and Wildlife Service  
P.O. Box 25486, Denver Federal Center  
Denver, Colorado 80225  
Telephone: (303) 236-4320  
Email: [tim\\_officer@fws.gov](mailto:tim_officer@fws.gov)

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The Contracting Officer will designate a Contracting Officer's Technical Representative (COTR). A Project Inspector may also be designated. The specific duties and responsibilities of the COTR and Project Inspector will be furnished to the contractor, with their designation letter, at time of award.

Only a duly authorized Contracting Officer may change or modify the terms of this contract. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

All correspondence and submittals pertaining to the contract **MUST** be addressed to the Contracting Officer.

### **Special Contract Requirements**

#### **Special Requirements for Coronavirus Pandemic (COVID-19)**

1. Contractors are responsible for their employees' safety and the safety of job site visitors during the performance of this contract. We encourage contractors to follow guidance from the Department of Labor, Occupational Safety and Health Administration (OSHA), the Centers for Disease Control and Prevention (CDC), and all other applicable local, city, and state mandates. We encourage contractors to develop policies for infection prevention and an Infectious Disease Preparedness and Response Plan.

2. To the extent appropriate, Contractors should include the protective health and safety measures they intend to implement related to COVID-19 in any accident prevention or safety submittals required under this contract. These plans should contain preventive measures the contractor intends to follow while performing work on government property as well as responsive and corrective actions to be taken if an employee exhibits symptoms or tests positive for COVID-19.

#### **1452.201-70 AUTHORITIES AND DELEGATIONS**

**(SEPT 2011)**

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

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:  
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

- (2) Waive or agree to modification of the delivery schedule;
  - (3) Make any final decision on any contract matter subject to the Disputes Clause;
  - (4) Terminate, for any reason, the Contractor's right to proceed;
  - (5) Obligate in any way, the payment of money by the Government.
  - (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
  - (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
  - (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
  - (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.
- (End of clause)

**1452.203-70 Restrictions on Endorsements**

**(JUL 1996)**

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

**(End of Clause)**

**Contract Clauses (See Base IDIQ Contract for additional Provisions and Clauses)**

<b>52.225-9</b>	<b>Buy American-Construction Materials</b>	<b>(Nov 2021)</b>
<b>52.225-10</b>	<b>Notice of Buy American Requirement-Construction Materials</b>	<b>(May 2014)</b>
<b>52.227-17</b>	<b>Rights in Data-Special Works</b>	<b>(Dec 2007)</b>
<b>52.228-15</b>	<b>Performance and Payment Bonds-Construction</b>	<b>(Jun 2020)</b>
<b>52.232-18</b>	<b>Availability of Funds</b>	<b>(Apr 1984)</b>

**Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.**

**(End of clause)**

**(I) 1452.204-70 Release of Claims (July 1996)**

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

(End of Clause)

**(I) 1452.215-70 Examination of Records (Apr 1984)**

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

(End of Clause)

**1452.215-71 Use and Disclosure of Proposal Information (Apr 1984)**

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

- (1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.
  - (2) "Confidential Commercial or Financial Information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 4 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."
- (b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend.

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

- (c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such with the following legend:
- "This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the Cover Page of this Proposal."
- (d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, except that (i) if a contract is awarded to the offeror as a result of or in information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.
- (e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial

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

- (f) The Government assumes not liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given the opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of Provision)

**1452.228-70 Liability Insurance**

**(Jul 1996)**

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

**\$300,000 Each Person\***  
**\$1,000,000 Each Occurrence\***  
**\$150,000 Property Damage\***

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

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the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

\*These amounts are to be set by the Contracting Officer  
(End of Clause)



### **Instructions, Conditions, and Notices to Offerors or Respondents**

**52.214-35 Submission of Offers in U.S. Currency** (APR 1991)

**52.215-1 Instructions to Offerors - Competitive Acquisition** (JAN 2017)

#### **Provision Addendum:**

#### **Email Proposals**

(a) *Definition.* "Email proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via the **FWS email system.**

(b) Offerors may submit email proposals as responses to this solicitation. Email proposals are subject to the same rules as paper proposals.

(c) The Email address is **tim\_officer@fws.gov.**

(d) If any portion of a Email proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document-

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the Email proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

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

The Government contemplates award of a **FIRM FIXED PRICE** task order resulting from this solicitation.

(End of provision)

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

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade**

**.04%**

**Goals for Female Participation for**

**6.9% Nationwide**

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

- (c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

- (1) its implementation of the Equal Opportunity clause,
- (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and
- (3) its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

**(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Burleigh County, ND.**

**52.222-5 Construction Wage Rate Requirements-  
Secondary Site of the Work.**

**(MAY 2014)**

- (a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.
- (2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.
- (b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.
- (2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

**52.223-1 Biobased Product Certification**

**(MAY 2012)**

**52.223-4 Recovered Material Certification**

**(MAY 2008)**

**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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Timothy Officer, 134 Union Blvd Lakewood CO 80228.**
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW, Room 6511, Washington, DC. (Service of Protest Department of the Interior (Deviation)(JUL 1996)

(End of provision)

**52.236-27 Site Visit (Construction)**

**(FEB 1995)**

The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed. **To schedule a site visit contact the Long Lake Manager, Jared Newton 701-387-4397x14 [jared\\_newton@fws.gov](mailto:jared_newton@fws.gov)**

FWS LONG LAKE NWR  
12000 353RD STREET SE  
MOFFIT ND 58560-9740

(End of provision)

**52.236-28 -- Preparation of Proposals – Construction**

**(OCT 1997)**

Preparation of Proposals -- Construction (Oct 1997)

(a) Proposals must be

(1) submitted on the forms furnished by the Government or on copies of those forms, and  
(2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including --

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

***(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.***

**PROVISION ADDENDUM: The proposal package must be completed and returned to the contracting officer via email prior to the date and time set for closing of the proposal.**