SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
	140P6326B0007	☒ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	06/26/2026	1		35

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	0044044778	

7. ISSUED BY CODE PMN	8. ADDRESS OFFER TO
NPS, MWR - NEKOTA MABO DOI, NPS, MWR - NEKOTA MABO 820 Columbus St Rapid City SD 57701	Electronic Bid Email joan_brzezinski@ios.doi.gov

9. FOR INFORMATION CALL	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Joan Brzezinski	6055740515

SOLICITATION

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

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

This solicitation is a Sealed Bid. This is an electronic Invitation for Bid (IFB) for construction work at Wind Cave National Park. The resulting contract to be a firm fixed price.

Bid Opening Information
Date: July 30, 2026
Time: 11:00 AM Mountain Daylight Time (MDT)
Conference Line: 1-202-640-1187
Phone Conference ID: 513 597 211#

PROJECT LOCATION: Wind Cave National Park, approximately 4 miles north of Hot Springs, South Dakota and the park US Highway 385 south entry.

BONDS: Bid bond is required to be submitted on a Standard Form 24. Scanned copy of your official bid bond must reflect identifiable seal, if required and Power of Power of Attorney seal. If seal is not identifiable, on the Bid Bond (if required) and/or Power of Attorney, bid will be determined non-responsive and will be rejected. Performance and Payment bonds/protection in the amount of 100% of

Continued...

11. The contractor shall begin performance within 10 calendar days and complete it within 120 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** _____ ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☒ YES ☐ NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1100 ***(hour)*** local time 07/30/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

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

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*

CODE FACILITY CODE

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

AMOUNTS ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT

☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 1 *copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

Joan Brzezinski

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	final contract award amount. NOTICE OF SET ASIDE: 100% Total Small Business NAICS CODE: The associated NAICS code is 238990, All Other Specialty Contractors. The small business size standard is $19 million. SITE VISIT: Date: July 14, 2026, Time: 10:00 AM MDT MEETING LOCATION: Job House 26846 US Highway 385, Hot Springs SD 57747. QUESTIONS: All questions pertaining to this solicitation shall be submitted IN WRITING via email. Email: joan_brzezinski@ios.doi.gov. All questions must be submitted in writing no later than July 17, 2026. SCHEDULE: The Government anticipates that work will be completed in (Base Only or Base Option combination) calendar days. The final performance period start date is contingent of issuance of Notice to Proceed. Work is anticipated to begin August 2026. Work for the Base Bid shall be completed within 120 calendar days from the start date provided in the Notice to Proceed (NTP). If the National Park Service (NPS) elects to award Bid Option 1, the work shall be completed within an additional 45 calendar days beyond the 120 calendar-day base performance period. If the National Park Service (NPS) elects to award Bid Option 2, the work shall be completed within an additional 45 calendar days beyond the 120 calendar-day base performance period. Period of Performance Breakdown Base plus Option(s): Base Only: 120 Calendar Days Base + Option 1: 165 Calendar Days Base + Option 2: 165 Calendar Days Base + Option 1 + Option 2: 210 Calendar Days WAGE RATES: Wage Rate Requirements (Construction) (formerly known as the Davis Continued...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Bacon Act) are incorporated into the terms and conditions as an attachment. SYSTEM FOR AWARD MANAGEMENT (SAM): The successful offeror must be registered in SAM and have current online Representations and Certifications. Please access http://www.sam.gov to update your records prior to submitting final offer. "System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications Commercial Products and Commercial Services. Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM." INSTRUCTIONS FOR SUBMITTING OFFER: Refer to Section L: Instructions, Conditions, and Notices to Offerors or Respondents. Complete bid package shall be emailed directly to the joan_brzezinski@ios.doi.gov. Delivery: 120 Days After Notice to Proceed Delivery Location Code: 0011283195 NPS, MWR, Wind Cave NP 26611 US Highway 385 Hot Springs SD 57747-6027 US				
00010	Base New Fence Installation-Submit Bid Schedule-Lump Sum Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES				
00020	Bid Option 1-Install New Fence (Approx 1290 L.F.)-Submit Bid Schedule-Lump Sum Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION				

Continued...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	OF OTHER NON-BUILDING FACILITIES				
00030	Bid Option 2-Install New Fence (Approx 2010 L.F.) Submit Bid Schedule-Lump Sum Product/Service Code: Z2PZ Product/Service Description: REPAIR OR ALTERATION OF OTHER NON-BUILDING FACILITIES				

Replace Boundary Fence US Highway 385
Wind Cave National Park

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Replace Boundary Fence US Highway 385
Wind Cave National Park

SECTION A Solicitation/Contract Form

Invitation for Bids (IFB) are issued on Standard Form (SF) 1442, Solicitation, Offer, and Award document.

Special Notice for Bidders

Signing of the bid shall be deemed to be a representation by the bidder that:

1.) Bidder is a construction contractor who owns, operates, or maintains a place of business, regularly engaged in the work described herein; or
2.) If newly entering into a construction activity, bidder has made all necessary arrangements for personnel, construction equipment, and required licenses to perform construction work as specified; and
3.) Upon request, prior to award, bidder will promptly furnish to the Government a statement of facts in detail as to bidder's previous experience (including recent and current contracts), organization (including company officers), technical qualifications, financial resources and facilities available to perform the contemplated work.
4.) Bidder agrees to the requirements contained in FAR 52.219-14, Limitations on Subcontracting.

SECTION B Bid Schedule

Preparation of Bids: The Government will not be responsible for any costs incurred by offeror in the research, preparation, or submission of its bid.

Bid pricing shall be provided in accordance with Section L.

The contractor shall provide a lump sum bid for base and options inclusive of all costs to complete work as specified.

- Contractor shall use and submit the **Bid Schedule** referred to under **SECTION J - LIST OF ATTACHMENTS**.

SECTION C Specifications/Drawings

Additional requirements information is provided in the solicitation, specifications, supporting documents and other pertinent attachments.

"Specifications and other supporting documents are attached and incorporated herein. Refer to SECTION J."

SECTION D Packaging and Marking

No clauses included

SECTION E Inspection and Acceptance

52.246-12 Inspection of Construction. Inspection of Construction (Aug 1996)

SECTION F Deliveries or Performance

Work shall be completed by skilled personnel per industry standards and manufacturer specifications.

52.236-15 Schedules for Construction Contracts DEVIATION (Jan 2026)
52.242-14 Suspension of Work (Apr 1984)

SECTION G Contract Administration Data

Replace Boundary Fence US Highway 385
Wind Cave National Park

Construction Contraction Administration

Federal Acquisition Regulation (FAR) 36.211(b) requires agencies provide description of policies and procedures that apply to definitization of equitable adjustments for change orders under construction contracts and data on the time required to definitize equitable adjustments for change orders under construction contracts. This information can be found at: https://www.doi.gov/pam/acquisition/policy/constructioncontract.

(a) Contact Information:

The Contracting Specialist/Officer administrating the Contract:

Joanie M. Brzezinski
Contract Specialist/Officer
National Park Service
Telephone No. 605-574-0515
Email: joan_brzezinski@ios.doi.gov

(b) The Contracting Officer (CO) is the only person authorized to approve changes or modify any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the CO. In the event the contractor effects any such change at the direction of any person other than the CO, the change will be considered made without authority and no adjustment will be made in the contract price to cover increase in costs incurred as a result thereof.

(c) Contractual problems, of any nature, which might occur during the life of the contract, must be handled in conformance with very specific public laws and regulations (e.g., Federal Acquisition Regulation), and must be referred to the CO for resolution. Only the CO is authorized to formally resolve such problems. Therefore, the contractor is hereby directed to bring all such contractual problems to the immediate attention of the CO.

(d) Any request for contract changes/modifications shall be submitted to the CO.

(e) The contractor and the Government may agree to perform a no-cost field change. Field changes are made when the change appears to be mutually beneficial to all parties and would not require changing the negotiated line items. All field changes must be approved by the CO prior to execution.

(f) All correspondence concerning this contract, such as requests for information (RFI), explanation of terms, and contract interpretation, shall be submitted to the CO.

FINAL PAYMENT
Final payment will be made only after receipt of all payrolls to include subcontractors, SF 1413 Statement of Acknowledgement for each subcontractor, project schedule, updated progress reports, material submittals, test reports, as-built drawings, warranty of construction, release of claims and any other documents requested by the contracting office as applicable. Contractor must provide a signed copy of the 'Release of Claims' to the Contract Administrator upon submittal of final invoice.

AVAILABILITY OF UTILITIES SERVICES
Notwithstanding the provisions of contract clause FAR 52.236-14, Availability and Use of Utility Services, all reasonable required amounts of water, gas, electricity, etc., essential to contract performance shall be made available, at no cost to the contractor, from existing systems, outlets, and supplies. All temporary connections, outlets, and distribution lines as may be required will be installed by the contractor at the contractor's own expense.

UTILITIES CONSERVATION
The contractor will be required to participate in government energy conservation programs. For the purpose of this contract, utilities such as water, electricity, etc., will be furnished by the government at no cost to the contractor.

OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) INSPECTIONS
The contractor shall be subject to inspections under the OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) program by inspectors of the Department of Labor.

INTERIM AND FINAL INSPECTIONS

Replace Boundary Fence US Highway 385
Wind Cave National Park

1. Prior to covering, enclosing, or hiding any of type work, the Contractor must contact the Government representative to perform an interim inspection. Failure to contact the Government representative perform an interim inspection prior to concealment may result in the Contractor being required to uncover performed work sufficiently to allow for proper inspection.

2. When ready for final inspection, the Contractor shall notify the CO and COR, requesting a final inspection in writing to the CO. The final inspection shall normally be requested a minimum of three (3) calendar days before the desired date or as otherwise negotiated with the Contracting Officer.

3. The final inspection will be onsite with the Contractor, the Contracting Officer's Representative, and Contract Specialist/Contracting Officer (when possible).

Submittal Process

(a) This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

(b) Submittal List: A submittal list is included in the scope of work document. The intent is to provide an overall summary of submittal requirements and not a comprehensive list. The requirements of the scope of work and contract terms and conditions still apply regardless of what is shown on the submittal list.

(c) Processing Time: Allow enough time for submittal review, including time for re-submittals. Time for review shall commence on Contracting Officer's receipt of submittal. No extension of the contract time will be authorized because of failure to transmit submittals enough in advance of the work to permit processing, including re-submittals. Allow 5 business days for review of each submittal and resubmittal. Allow additional time if coordination with subsequent submittals is required.

(d) Transmittal: All material submittals shall be transmitted using National Park Service form CM-16 (attached). Package each submittal individually and appropriately for transmittal and handling. Submittals received from sources other than the Contractor will be returned without review.

(e) The Contractor shall number each submittal sequentially. Revised submittals (resubmittals) shall include an appropriate revision number.

(f) (f) Re-submit submittals until they are marked "Approved" or "Approved with notations." Use only final submittals with mark indicating "Approved" or "Approved with notations."

Request for Information (RFIs)

(a) Immediately on discovery of the need for additional information or interpretation of the contract documents, Contractor shall prepare and submit an RFI utilizing the form provided by the CO (attached) or one created by the Contractor that is approved by the CO. The content of the RFI shall include a detailed description of elements requiring clarification. Include all relevant facts and circumstances in the RFI. The Contractor shall sequentially number each RFI.

(1) CO will not respond to RFIs submitted by other entities controlled by Contractor.
(2) Coordinate and submit RFIs in a prompt manner to avoid delays in the work.

(b) Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

(1) RFI number, numbered sequentially.
(2) Date.
(3) RFI subject.
(4) Specification Section number and title and related paragraphs, as appropriate.
(5) Drawing number and detail references, as appropriate.
(6) Field dimensions and conditions, as appropriate.

(7) Contractor's suggested resolution. If Contractor's suggested resolution impacts the contract time or the contract amount, Contractor shall state impact in the RFI.
(8) Contractor's signature.
(9) Attachments: Include sketches, descriptions, measurements, photos, product data, shop drawings, coordination drawings, and other information necessary to fully describe items needing interpretation. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

(c) Contracting Officer's Action: CO will review each RFI, determine action required, and respond. CO will determine the critical nature of each RFI and issue a response accordingly. The following are not considered to be RFIs and will receive no action:

(1) Requests for approval of submittals.
(2) Requests for approval of substitutions.
(3) Incomplete RFIs or inaccurately prepared RFIs.

(d) CO's action on RFIs may result in the need for a change to the contract time or the contract amount. All contract changes will be processed following the terms and conditions of the contract.

Construction Schedule Requirements

After contract award and a minimum of 3 days prior to the Pre-Construction conference, submit a baseline schedule for the construction period. The purpose of the Construction Schedule is to ensure adequate planning, coordination, scheduling, and reporting during execution of the work by the Contractor. The Construction Schedule will assist the Contractor, Contracting Officer, and Contracting Officer Representative, in monitoring the progress of the work, evaluating proposed changes, and processing progress payments. Prepare the Construction Baseline Schedule to show the order in which the Contractor proposes to perform the Work, and the dates on which the Contractor contemplates starting and completing all activities required. Indicate the estimated duration, sequence requirements, and relationship of each activity in relation to other activities. Consider seasonal weather conditions in planning and scheduling all work influenced by high and low ambient temperatures, wind, or precipitation to ensure completion of all work within the contract time. Contractor shall be responsible for revising schedule to include any approved updates and/or revisions.

Schedule of Values

(a) Breakdown each lump-sum item into component work activities used in the schedule, for which progress payments may be requested. The work activities broken out within the schedule of values shall be integrated into and made a logical part of the construction baseline schedule submitted under this specification. The total costs for the component work activities shall equal the contract price for that lump-sum item. The Contracting Officer may request data to verify accuracy of dollar values. Include mobilization, general condition costs, overhead and profit in the total dollar value of unit price items and in the component work activities for each lump-sum item. Do not include mobilization, general condition costs, overhead or profit as a separate item.

(b) Do not break down unit price items. Use only the contract price for unit price items.

(c) The total cost of all items shall equal the contract price. The Schedule of Values will form the basis for progress payments.

(d) An acceptable Schedule of Values shall be agreed upon by the Contractor and Contracting Officer before the first progress payment is processed.

1452.201-70 Authorities and Delegations (Sep 2011)

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

(b) The Contracting Officer will **designate a Contracting Officer's Representative (COR) at time of**

award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

(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)

Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (Feb 2021)

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

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

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

1. Copy of vendor invoice document in PDF format, completed on the pay application document provided by contracting, which shows pricing breakdown for all line items. Once all signatures (Contractor's / COR / CO) and approvals are completed on the pay application, the vendor can then upload this document into IPP as their invoice attachment.

Replace Boundary Fence US Highway 385
Wind Cave National Park

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

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

(End of Clause)

SECTION H Special Contract Requirements

52.217-5 Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

Exercise of Options: The Government reserves the right to award any or no options at the time of contract award. The Contracting Officer will determine which options (if any) will be included in the contract awarded. Options may be exercised in any combination, order, or grouping deemed in the judgement of the Contracting Officer to offer the best value to the Government. The options can be exercised up to 60 days after issuance of the notice to proceed.

Evaluation of Options: The Government will evaluate all offers for award purposes by adding the total price of all option items to the total price of the basic requirement. Evaluation of the options shall not obligate the Government to award any or all of the options. The apparent low bidder will be determined by the total evaluated price, which consists of the basic requirement plus all options.

Part II Contract Clauses

SECTION I Contract Clauses

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52.202-1 Definitions (Jun 2020)
52.203-3 Gratuities (Apr 1984)
52.203-5 Covenant Against Contingent Fees (May 2014)
52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020)
52.203-7 Anti-Kickback Procedures (Jun 2020)
52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)
52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards DEVIATION (Mar 2026)
52.204-13 System for Award Management Maintenance DEVIATION (Mar 2026)
52.204-14 Service Contract Reporting Requirements DEVIATION (Mar 2026)
52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)
52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded DEVIATION (May 2026)
52.209-10 Prohibition on Contracting with Inverted Domestic Corporations DEVIATION (May 2026)
52.214-26 Audit and Records – Sealed Bidding (Jun 2020) Alternate I (Mar 2009)
52.214-29 Order of Precedence – Sealed Bidding (Jan 1986)

52.219-6 Notice of Total Small Business Set-Aside DEVIATION (Jan 2026)
52.219-8 Utilization of Small Business Concerns DEVIATION (Jan 2026)
52.219-28 Post-Award Small Business Program Rerepresentation DEVIATION (Jan 2026)
52.222-1 Notice to the Government of Labor Disputes (Feb 1997)
52.222-3 Convict Labor (June 2003)
52.222-4 Contract Work Hours and Safety Standards- Overtime Compensation DEVIATION (May 2026)
52.222-6 Construction Wage Rate Requirements DEVIATION (May 2026)
52.222-7 Withholding of Funds (May 2014)
52.222-8 Payrolls and Basic Records (Jul 2021)
52.222-9 Apprentices and Trainees (Jul 2005)
52.222-10 Compliance with Copeland Act Requirements (Feb 1988)
52.222-11 Subcontracts (Labor Standards) DEVIATION (May 2026)
52.222-12 Contract Termination-Debarment (May 2014)
52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)
52.222-14 Disputes Concerning Labor Standards (Feb 1988)
52.222-15 Certification of Eligibility (May 2014)
52.222-35 Equal Opportunity for Veterans (Jun 2020) DEVIATION (May 2026)
52.222-36 Equal Opportunity for Workers With Disabilities (Jun 2020) DEVIATION (May 2026)
52.222-37 Employment Reports on Veterans (Jun 2020) DEVIATION (May 2026)
52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.222-50 Combating Trafficking in Persons DEVIATION (May 2026)
52.222-54 Employee Eligibility Verification (Jan 2025) DEVIATION (May 2026)
52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
52.222-90 Addressing DEI Discrimination by Federal Contractors DEVIATION (May 2026)
52.223-2 Reporting of Biobased Products Under Service and Construction Contracts DEVIATION (May 2026)
52.223-5 Pollution Prevention and Right-to-Know Information (May 2024)
52.223-11 Ozone-Depleting Substances DEVIATION (May 2026)
52.223-23 Sustainable Products DEVIATION (May 2026)
52.226-7 Drug-Free Workplace (May 2024)
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.227-1 Authorization and Consent (Jun 2020)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)
52.227-4 Patent Indemnity- Construction Contracts (Dec 2007)
52.228-2 Additional Bond Security (Oct 1997)
52.228-5 Insurance- Work on a Government Installation (Jan 1997)
52.228-12 Prospective Subcontractor Request for Bonds (May 2014)
52.228-14 Irrevocable Letter of Credit (Nov 2014)
52.229-3 Federal, State, and Local Taxes (Feb 2013)
52.232-5 Payments under Fixed-Price Construction Contracts (May 2014)
52.232-17 Interest (May 2014)
52.232-23 Assignment of Claims (May 2014)
52.232-27 Prompt Payment for Construction Contracts (Jan 2017)
52.232-33 Payment by Electronic Funds Transfer - System for Award Management (Oct 2018)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3 Protest after Award (Aug 1996)
52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)
52.236-2 Differing Site Conditions DEVIATION (Jan 2026)
52.236-3 Site Investigation and Conditions Affecting the Work DEVIATION (Jan 2026)
52.236-5 Material and Workmanship DEVIATION (Jan 2026)
52.236-6 Superintendence by the Contractor DEVIATION (Jan 2026)
52.236-7 Permits and Responsibilities DEVIATION (Jan 2026)
52.236-8 Other Contracts DEVIATION (Jan 2026)
52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements DEVIATION (Jan 2026)
52.236-10 Operations and Storage Areas DEVIATION (Jan 2026)
52.236-11 Use and Possession Prior to Completion DEVIATION (Jan 2026)

52.236-12 Cleaning Up DEVIATION (Jan 2026)
52.236-13 Accident Prevention DEVIATION (Jan 2026) Alternate 1 (Nov 1991)
52.236-14 Availability and Use of Utility Services DEVIATION (Jan 2026)
52.236-17 Layout of Work DEVIATION (Jan 2026)
52.236-21 Specifications and Drawings for Construction DEVIATION (Jan 2026)
52.240-91 Security Prohibitions and Exclusions DEVIATION (Mar 2026)
52.240-93 Basic Safeguarding of Covered Contractor Information Systems DEVIATION (Mar 2026)
52.242-13 Bankruptcy (July 1995)
52.243-4 Changes DEVIATION (Oct 2025)
52.244-6 Subcontracts for Commercial Products and Commercial Services DEVIATION (May 2026)
52.246-21 Warranty of Construction (Mar 1994)
52.248-3 Value Engineering-Construction (Oct 2020)
52.249-2 Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - (ALT I) (Sept 1996)
52.249-10 Default (Fixed-Price Construction) (Apr 1984)
52.253-1 Computer Generated Forms DEVIATION (May 2026)

CLAUSES INCORPORATED BY FULL TEXT

1452.203-70 Restrictions on Endorsements (Jul 1996)

Restriction on Endorsements—Department of the Interior

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)

1452.204-70 Release of Claims (Jul 1996)

Release of Claims—Department of the Interior

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

(End of clause)

1452.228-70 Liability Insurance—Department of the Interior (Jul 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability

insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

$200,000.00 each person

$200,000.00 each occurrence

$500,000.00 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the

policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

(End of clause)

52.219-14 Limitations on Subcontracting DEVIATION (Jan 2026)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business the concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any

work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—
□ By the end of the base term of the contract and then by the end of each subsequent option period; or
X By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of Clause)

52.222-55 Minimum Wages Under Executive Order 14026 (Jan 2022) DEVIATION (Oct 2023)

(a) Definitions. As used in this clause—

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.).

Worker –

(1)(i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and–

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

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

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

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

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

(2)(i) A worker performs on a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs in connection with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) Executive Order Minimum wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on https://www.sam.gov (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

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

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

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

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

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

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

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

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

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

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

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

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

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

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

(2) This clause does not apply to–

(i) Contracts or subcontracts to which the States of Texas, Louisiana, or Mississippi, including their agencies, are a party;

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

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

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

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

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

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

(e) Payroll Records.

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

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

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

(iii) The rate or rates of wages paid;

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

(v) Any deductions made; and

(vi) Total wages paid.

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

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

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

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

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

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

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

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

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

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

(End of clause)

52.225-9 Buy American–Construction Materials (Oct 2022)

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

Commercially available off-the-shelf (COTS) item—

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

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

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

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

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

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

Cost of components means—

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

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

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

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

Domestic construction material means—

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

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

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

(A)The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

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

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

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

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

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

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

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

(b) Domestic preference.

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

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows: **NONE**

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

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

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

(1)The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2)For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause.

(3)The procedures in paragraph (b)(3)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components*.

(1)The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2)For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)*(1)* of this clause.

(3)The procedures in paragraph (b)(3)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

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

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
Item1:			
Foreign construction material	_____	_____	_____

Domestic construction material	_____	_____	_____
Item2:	_____	_____	_____
Foreign construction material	_____	_____	_____
Domestic construction material			

(End of clause)

52.228-11 Individual Surety - Pledges of Assets (Feb 2021) DEVIATION (May 2023)

(a)The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond—
(1)A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2) Standard Form 28, Affidavit of Individual Surety, **except that the words "being duly sworn, depose and say" on the Standard Form 28 are replaced with the word "affirm" and the Standard Form 28 is not required to be sworn and notarized in block 12.**

(b)The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—

(1) *Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 (40 U.S.C. 3131)*. Until completion of any warranty period, or for 1 year following final payment, whichever is later.

(2) *Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1))*. For the full contract performance period plus 1 year.

(3) *Other contracts not subject to the requirements of paragraph (b)(1) of this clause*. Until completion of any warranty period, or for 90 days following final payment, whichever is later.

(c)A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 which require performance and payment bonds (40 U.S.C. 3131). For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.

(d)The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

(End of clause)

52.228-15 Performance and Payment Bonds- Construction (Jun 2020) DEVIATION (May 2023)

(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)* **[, except that a seal is not required]**). 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)* **[, except that a seal is not required]**). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

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

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

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

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

U.S. Department of the Treasury,

Financial Management,

Service Surety Bond Branch,

3700 East West Highway,

Room 6 F01,

Hyattsville, MD 20782.

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

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

(End of clause)

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acquisition.gov

52.252-6 – Authorized Deviations in Clauses (Nov 2020)

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

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

(b) The use in this solicitation or contract of any Department of The Interior Acquisition Regulation (48 CFR 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

Part III – List of Documents, Exhibits, and Other Attachments

SECTION J – List of Attachments

Attachment Number	Title	Notes
1	**Statement of Work**	
2	**Bid Schedule**	
3	**Limitations on Subcontracting**	
3	**DOL Wage Determination ND20260001 5.18.26**	**https://sam.gov/**

Part IV – Representations and Instructions

SECTION K - Representations, Certifications, and Other Statements of Offerors

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
52.203-18 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements - Representation (Jan 2017)
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation DEVIATION (May 2026)
52.229-11 Tax on Certain Foreign Procurement-Notice and Representation (Jun 2020)

Replace Boundary Fence US Highway 385
Wind Cave National Park

52.240-90 Security Prohibitions and Exclusions Representations and Certifications DEVIATION (Mar 2026)

PROVISIONS INCORPORATED BY FULL TEXT

52.209-5 Certification Regarding Responsibility Matters DEVIATION (May 2026)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law DEVIATION (May 2026)

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

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative

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

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

(b) The Offeror represents that

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.209-13 Violation of Arms Control Treaties or Agreements – Certification DEVIATION (May 2026)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) *Certification*. [*Offeror shall check either (1) or (2).*]

__ (1) The Offeror certifies that–

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available athttps://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

__ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) *Remedies*. The certification in paragraph (b)(1) 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 submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

SECTION L Instructions, Conditions, and Notices to Offerors

PROVISIONS INCORPORATED BY REFERENCE
52.204-7 System for Award Management DEVIATION (Mar 2026)
52.214-3 Amendments to Invitations for Bids (Dec 2016)
52.214-4 False Statements in Bids (Apr 1984)
52.214-5 Submission of Bids (Dec 2016)
52.214-6 Explanation to Prospective Bidders (Apr 1984)
52.214-7 Late Submissions, Modifications, and Withdrawals of Bids (Nov 1999)
52.214-12 Preparation of Bids (Apr 1984)
52.214-18 Preparation of Bids-Construction (Apr 1984)
52.214-19 Contract Award -Sealed Bidding-Construction (Aug 1996)
52.214-34 Submission of Offers in the English Language (Apr 1991)
52.214-35 Submission of Offers in U.S. Currency (Apr 1991)
52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (May 2014)
52.225-10 Notice of Buy American Requirement--Construction Materials (May 2014)

Replace Boundary Fence US Highway 385
Wind Cave National Park

PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a **Firm Fixed Price** Contract resulting from this solicitation.

(End of provision)

52.228-1 Bid Guarantee (Sep 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds --

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be **20 percent** of the bid price or **$3M**, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of Provision)

52.233-2 Service of Protest Department of the Interior (Sep 2006) (DEVIATION) (Jul 1996)

(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 **Joanie Brzezinski:** joan_brzezinski@ios.doi.gov or at the address in Block 8 of Form 1442.

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

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

(End of provision)

52.252-5 Authorized Deviations in Provisions (Nov 2020)

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized

deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

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

(b) The use in this solicitation of any Department of The Interior Acquisition Regulation (48 CFR 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

Instructions to Bidders: Submission Requirements

A) GENERAL

Submit an offer that conforms to the solicitation documents. By submission of a bid, the bidder unconditionally assents to the terms and conditions in this solicitation and in any solicitation attachments. Bids offering alternative stipulations to the requirements of this solicitation will NOT be considered or accepted.

In accordance with FAR 36.209, all firms, prime contractors or subconsultants, involved in developing the design or specifications for this construction solicitation are not eligible and prohibited from receiving any part of this construction award. Bids from or containing firms under these circumstances will not be considered for award.

The bid opening will be held virtually. Bids are to be emailed, and delivery confirmed on or before the date and time of the virtual bid opening. Bids are required to be submitted electronically following instructions contained in this solicitation.

CALL-IN INFORMATION: Bid Openings will be performed via meeting ID/conference call.

Interested parties may attend the bid openings by using the call-in information below:

Bid Opening Date/Time: July 30, 2026, 11:00 AM MDT
Conference Line: 1-202-640-1187
Passcode: 513 597 211#

Public Bid Opening:

- Bid Opening Location: Bids will be publicly opened at the date/time specified in the solicitation (Block 13a of SF1442). A dial in number/meeting ID/conference call is provided above so interested bidders will be able to listen to bid results received.

- Bid Opening Attendance (Not Required): Bid opening will be held via meeting ID/conference call. Attendance role call will be conducted prior to bid opening.

- Bid Opening Agenda: The bid opening officer will decide when the time set for opening bids has arrived. At that time, the officer will inform all those present. The officer will then personally and publicly open all bids received before that time and read them out loud.

- Bid Opening Results: The bid abstract will be available upon request after the bid opening as soon as practicable; if deemed necessary, a review of the bids can be requested via Microsoft Teams.

- Electronic bids will be held in a secure electronic area until the date/time of public bid opening.

Replace Boundary Fence US Highway 385
Wind Cave National Park

B) OFFER DUE DATE

To be considered for award, all bids for this solicitation must be received no later than the **date and time noted in Block 13a of SF1442** unless changed by amendment. Offerors are responsible for submitting bids to reach the Government office designated in the solicitation by the time specified in the solicitation. Offerors should consider and account for potential delays in transmissions between when electronic submission is submitted when an electronic submission is received. Late bids will not be accepted.

C) QUESTIONS

Contractor questions regarding this solicitation will be accepted in writing by email to: joan_brzezinski@ios.doi.gov. All questions shall be received **no later than COB July 17, 2026.**

D) TO SUBMIT AN OFFER / SUBMISSION REQUIREMENTS

1. Delivery of Offers:

Bid package shall be submitted via email. Bids submitted via any means other than email shall not be accepted.

2. Bids shall be sent to the following:
    i. joan_brzezinski@ios.doi.gov

3. Title subject line for all bid submissions shall contain the solicitation number, project name and number of total emails (this is if the size limit of the attachment is too large to send in one email – please see size limits below), per the following example:
    i. Subject: **140P6326B0007– WICA Replace Boundary Fence US Highway 385**

4. Submit bid documents in FORMAT specified, containing CONTENTS required:
    i. Document titled as "BID PACKAGE"

5. Size Limits:
    i. The total size limit of each email containing all attachments cannot/shall not exceed 25MB; so please ensure that the total size limit of individual attachments in the email conform with the size limitation for the total email attachment limit.
    ii. Contractor shall submit bid documents by using Adobe and sending ".pdf" sizes. Each file must be named according to content if sending multiple files.
    iii. Page Format Restrictions and Limitations: Bids will be 8 ½ " x 11" paper size and format.

E) DOCUMENT FORMAT, ORGANIZATION, CONTENTS

- Complete Standard Form (SF) 1442: Bidder is to complete Blocks 14 through 20. Bidders shall include their SAM registered UEI number in Block 14 of the SF1442 when submitting their offer.

- Indicate the **lump sum (total) proposal price for each CLIN on the Bid Form provided. All pricing to be rounded to the nearest dollar.**

- A detailed breakdown of the offeror's proposal price (e.g., labor, materials, profit, overhead, and other pricing elements) may be requested.

- Bidder must include original signatures of individual(s) authorized to sign for the company in accordance with FAR 4.102.

- Bidders must acknowledge all solicitation amendments when submitting final bids.

- Bid Guarantee shall be provided in electronic copy and include as part of the electronic bid submission. **Scanned copy of your official bid bond must reflect identifiable seal and Power of Attorney seal. If**

seal is not identifiable, on the Bid Bond and/or Power of Attorney, bid will be determined non-responsive and will be rejected.

1. **BID PACKAGE**

   i. FORMAT: Submit one (1) electronic copy. No hard copies shall be submitted.

   ii. ORGANIZATION: If sending Multiple Documents, each document must be easily identifiable. The following must be submitted:

      1. Solicitation: SF1442
      2. Amendments (if applicable) – or acknowledged in Block 19 on SF1442
      3. Bid Schedule: **Lump sum (total) proposal price for each CLIN. All pricing to be rounded to the nearest dollar.**
      4. SF24 Bid Guarantee
      5. Completed Limitation on Subcontracting Report template

   iii. CONTENTS:

      1. **SOLICITATION**-Complete Solicitation Form SF1442 **blocks 14 through 20c**.

      2. **AMENDMENT(S)**: Offeror shall **acknowledge all solicitation amendments** in **block 19 or sign the amendment and provide it with proposal package in this portion of their proposal**.

      3. **PRICE –Submit bid schedule. Lump sum (total) proposal price for each CLIN**. **All pricing to be rounded to the nearest dollar. Alternate pricing and alternate proposals will not be accepted.**

      4. **BID GUARANTEE:** Offeror shall submit Standard Form 24. The bid guarantee amount shall be at least **20 percent** of the bid price.

      5. **COMPLETED LIMITATION ON SUBCONTRACTING REPORT TEMPLATE**

(End of Section L)

SECTION M - EVALUATION FACTORS FOR AWARD

Not used because of Sealed Bid Process

(End of Section M)