| SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) | 1. SOLICITATION NO. 140PS126Q0022 | 2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL | 3. DATE ISSUED 05/20/2026 | PAGE 1 OF 23 PAGES |
|---|---|---|---|---|

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

| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. 0044047353 | 6. PROJECT NO. |
|---|---|---|

| 7. ISSUED BY CODE PS1 | 8. ADDRESS OFFER TO |
|---|---|
| DOI, NPS ConOps Strategic<br>Business Services Contracting Division<br>1849 C Street MS2719<br>Washington DC 20240 | Cole Johnson<br>Contracting Officer<br>Cole_Johnson@NPS.Gov |

| 9. FOR INFORMATION CALL | a. NAME Cole Johnson | b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 2673210342 |
|---|---|---|

## 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 is a Combined Synopsis and Solicitation issued IAW the Revolutionary FAR Overhaul, Part 12 and 36. The National Park Service has a requirement for Road Striping (Construction) at Rocky Mountain National Park (ROMO).

The estimated Magnitude of Construction is Under $500K.

Please see the attached supporting documents:
Attachment 1 - Statement of Work
Attachment 2 - Maps & Drawings
Attachment 3 - Limitations on Subcontracting Worksheet
Attachment 4 - Wage Determination
Attachment 5 - Q&A Document

Provide a quote not later than 6/25/2026 by 5PM Eastern (3PM Mountain) to Cole Johnson, Cole_Johnson@NPS.Gov

11. The contractor shall begin performance within 10 calendar days and complete it within 90 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.)* ☐ YES ☒ NO | 12b. CALENDAR DAYS 0 |
|---|---|

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 1700 ***(hour)*** local time 06/25/2026 (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 30 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)*

CODE FACILITY CODE

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

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

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 PS1

DOI, NPS ConOps Strategic
Business Services Contracting Division
1849 C Street MS2719
Washington DC 20240

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)*

Cole Johnson

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | Road Striping at Rocky Mountain National Park.<br>Delivery: 90 Days After Notice to Proceed<br>Delivery Location Code: 0011283269<br>NPS, Rocky Mountain NP<br>1000 Hwy 36<br>Estes Park CO 80517-8397 US<br><br>Period of Performance: 07/01/2026 to 10/01/2026 | | | | |
| 00010 | BASE CLIN: Striping Work - Roadway and Parking Areas.<br>Product/Service Code: Z2LB<br>Product/Service Description: REPAIR OR ALTERATION<br>OF HIGHWAYS/ROADS/STREETS/BRIDGES/RAILWAYS | | | | |
| 00020 | OPTION 1: Striping Work - Other Bear Lake Road Parking Areas.<br>Product/Service Code: Z2LB<br>Product/Service Description: REPAIR OR ALTERATION<br>OF HIGHWAYS/ROADS/STREETS/BRIDGES/RAILWAYS | | | | |
| 00030 | OPTION 2: Striping Work - Other Trail Ridge Road Parking Areas.<br>Product/Service Code: Z2LB<br>Product/Service Description: REPAIR OR ALTERATION<br>OF HIGHWAYS/ROADS/STREETS/BRIDGES/RAILWAYS | | | | |
| 00040 | OPTION 3: Striping Work - Hidden Valley Curve.<br>Product/Service Code: Z2LB<br>Product/Service Description: REPAIR OR ALTERATION<br>OF HIGHWAYS/ROADS/STREETS/BRIDGES/RAILWAYS | | | | |

# I. DESCRIPTION

**THIS IS A NOTICE OF INTENT FOR REQUEST FOR QUOTE.** This is a combined synopsis/solicitation for commercial construction services prepared in accordance with FAR Part 12 and Part 36 under the Revolutionary FAR Overhaul, effective for the Department of Interior 3/31/2026. This announcement constitutes the only solicitation. Offers are being requested and a separate written solicitation will not be issued.

Solicitation number **140PS126Q0022** is issued as a request for quote (RFQ). The contractor shall provide the service of striping roadways, intersections, and parking areas parkwide as listed in the Statement of Work. Contractor shall ensure all striping in each area within the attached drawings, is included. This includes but is not limited to roadways striping (center and edge), parking stall, intersections, arrows, HWY numbering, hatched areas, misc. symbols, stop lines, crosswalks, and accessible parking areas. Contractor shall provide traffic control, signage, and barricades to perform work safely. All work shall be in accordance with MUTCD standards.

All materials and application of them shall comply with the specifications in Section 02618: Pavement Marking in the Summary of work.

Government will provide all stencils, except where noted otherwise.

This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov and FAR Overhaul - FAR Part Deviation Guidance | Acquisition.GOV for Clauses and Provision deviations effective for all DOI Solicitations and Contracts as of 3/31/2026.

This requirement is a 100% total small business set-aside. The associated NAICS code is **237310**. The small business size standard is **$45M**. Provisions and clauses are incorporated in this solicitation document.

Anticipated Award Date: **June – July 2026**

To be considered for award your company must obtain a Unique Entity Identifier (UEI). Your company must also be registered in the System for Award Management (SAM) and be considered a small business for the size standard associated with the NAICS code found in block 10 on page one (1) of this solicitation, and this registration must be "active" in SAM at the time of quote/proposal close date/time - as well as, at the time of award and throughout the entire award/contract performance.

Website: https://www.sam.gov

If you have any registration questions or if you need assistance with registration or updating SAM, please contact the National APEX Accelerator nearest you.

Website: Home - National Apex Accelerator Alliance // APEX Accelerators

**GENERAL INFORMATION:**

This solicitation is a Request for Quote (RFQ) Solicitation issued on Standard Form (SF) 1442. Award of this contract will be made according to "RFO" FAR Part 12 Acquisition of Commercial Products and Commercial Services and "RFO" FAR 36 Construction and Architect-Engineer Contracts. All references to

"proposal" in this solicitation shall be understood to mean "quotation." Quotations shall be evaluated in an impartial manner and consideration given to those with the highest perceived value to the government.

**Contract Type**

The contract awarded as a result of this solicitation will be a firm-fixed price commercial contract/award.

**Construction Contract Administration**

Federal Acquisition Regulation (FAR) 36.211(b) and RFO FAR 36.101-4 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: *FAR Overhaul - Part 36 | Acquisition.GOV*

**COMPLIANCE WITH RECENT EXECUTIVE ORDERS 14148/14208**
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.

**The following Federal Acquisition Regulation (FAR) provisions and clauses shall be applicable to this solicitation and award:** For full text version of these provisions and clauses, please go to the following internet address: www.acquisition.gov

## II. INSTRUCTIONS & EVALUATION CRITERIA

**Basis for Award:** Lowest Price, Technically Acceptable. Award shall be made to the firm whose quote conforms to the solicitation terms & conditions and is considered to be the "Lowest Price, Technically Acceptable."

**Addendum to FAR 52.212-1 Instructions to Offerors:**

Interested firms shall prepare a Firm-Fixed Price quote comprising of the following information:

1. **Price:** A Lump Sum Firm-Fixed Price shall be provided for this effort comprising of all Labor, Materials, Direct, and Indirect Costs, to include anticipated travel. The price must be included on the SF 1442 Schedule above. Note: The CO may request Other Than Certified Cost and Pricing Data after receipt of quotes, if any part of the quoted price is unclear or requires additional breakdown/explanation.

   **Include in your quoted price, any prices against Optional CLINS, hereby designated as CLIN 0020, 0030, and 0040.**

The total evaluated price shall include the price of the base CLIN (0010) plus all option CLINS (0020-0040).

2. **Technical:** A technical volume shall be provided inclusive of the following Technical documentation:

   a. Draft Schedule: Provide a draft schedule that includes relevant and significant milestones detailing the Period of Performance anticipated for this effort, from Notice to Proceed to contract completion. The schedule shall be detailed enough for a layman to understand the logical sequence of events, from project NTP to completion and shall clearly define an overall proposed period of performance.

   b. Key Personnel: Provide a listing of Key Personnel (Safety, Superintendent, etc) providing a brief narrative including their name, position, and any relevant experience or qualifications within their prescribed field. The purpose of this SubFactor is to ensure that your firm will be employing qualified key individuals who will see this project through to successful completion. Limit your narrative to essential information the government can readily utilize to make this determination. Note that it is acceptable for Key Personnel to "wear more than one hat" provided such an approach is made clear to the government, for SWOT evaluation purposes.

   c. MUTCD Standards: Provide a brief narrative within your quote explaining how your firm plans to meet MUTCD standards and/or how your firm has successfully met said standards on other projects in the past. Please keep the narrative brief and "to the point;" not to exceed one (1) page.

3. **Subcontracting Worksheet:** Please complete the attached Limitations On Subcontracting Worksheet and provide with your quote. The attached sheet is a sample – you may provide your own format, if desired. Contractors are reminded that limitations on subcontracting for Construction work is capped at 85%. If submitting an equivalent worksheet please ensure that sufficient information is provided clearly indicating that your firm will remain within the 85% limitations for subcontracting.

Addendum to FAR 52.212-2 Evaluation:

Evaluation of quotes shall be conducted strictly and in accordance with the following procedures:

1. Price. The CO will "rack and stack" all quotes received in order of Lowest to highest Price using an Abstract of Quotes. The total evaluated price will include all CLINS, 0010 through 0040.

   Contractors are advised that unbalanced prices between the base CLIN and optional CLINs may be considered a reason to reject the quote for consideration for award.

   All prices must be determined by the CO to be "fair and reasonable." This is typically done by comparison of competitive quotations. However, the government reserves the right to request Other Than Certfieid Cost and Pricing data if the quoted prices demand further review.

2. Responsibility: The CO will pull the Sam.Gov registrations for each quoting firm to ensure that the following are true:

   a. The firm is registered and self-certified on SAM.Gov as a **Small Business** under the appropriate NAICS
   b. The firm is not debarred.

c. No significant adverse past performance is identified. (What the CO determines significant may vary; the CO will reach out to any firm where this may be considered a means of rejection to obtain additional supporting information about the adverse data).

Any quote that does not meet the above responsibility requirements will not be considered for award.

3. Technical Evaluation. The CO will prepare a Technical Evaluation Sheet to be sent with each quote to the Technical Evaluation Team. The Technical Evaluation Sheet will comprise of the following evaluation:

   a. Technical Subfactor 1 – Draft Schedule. Did the contractor provide the government with a draft schedule comprising of relevant and significant milestones from which the government could ascertain an overall Period of Performance? Does the schedule make sense and is it provided in a logical and sequential manner? Rating: **Technically Acceptable** or **Not Technically Acceptable.**

   b. Technical Subfactor 2 – Key Personnel. Did the contractor provide a listing of Key Personnel inclusive of the requirements cited in Addendum to FAR 52.212-1 Instructions to Offerors? Rating: **Technically Acceptable** or **Not Technically Acceptable**.

   c. Technical Subfactor 3 - MUTCD Standards. Does the quote include a brief narrative explaining how the firm plans to meet MUTCD standards and/or how the firm has successfully met said standards on other projects in the past? Rating: **Technically Acceptable** or **Not Technically Acceptable.**

   If any of the above Technical Subfactors are rated as "Not Technically Acceptable" the entire quote is rated Not Technically Acceptable and award cannot be made to that firm.

4. LPTA Determination. The Contracting Officer, with recommendations from the Technical Evaluation Team, will identify the firm whose quote is the Lowest Price of Technically acceptable quotes by ordering quotes from lowest priced to highest price, based on the total evaluated price (a combination of CLINS 0010 through 0040). The government will then perform a Technical Evaluation on quotes, in groups of three (3), until an LPTA is identified. Once an LPTA quote is identified, evaluations will stop and award will be made to that firm.

5. Basis for Award: Award shall be made to the firm whose quote conforms to the solicitation terms & conditions, is determined to be "Technically Acceptable" and is the lowest price of quotes evaluated.

## III. SUBMISSION REQUIREMENTS

| | |
|---|---|
| **Closing Response Date/Time:** | **Quotes are due by 25 June 2026 @ 5PM ET** |
| **Contact Point or Contracting Officer:** | **Cole Johnson - Cole_Johnson@NPS.Gov** |
| **Questions regarding this solicitation:** | **Due NLT 11 June 2026 @ 5PM ET. Please submit all questions in writing using the attached Q&A Document.** |
| **Submission Requirements / How to Submit an Offer:** | Quotes to be submitted via email, inclusive of Price and Technical to Cole_Johnson@NPS.Gov |

| | |
|---|---|
| | |

## IV. LIST OF LINE-ITEMS

| ITEM NUMBER | ITEM | QUANTITY | UNIT OF MEASURE |
|---|---|---|---|
| 0010 | Roadway & Parking | 1 | Lump Sum |
| 0020 | OPTION 1: Other Bear Lake Road Parking Areas. | 1 | Lump Sum |
| 0030 | OPTION 2: Other Trail Ridge Road Parking Areas. | 1 | Lump Sum |
| 0040 | OPTION 3: Hidden Valley Curve. | 1 | Lump Sum |

## V. DESCRIPTION OF REQUIREMENT(S)

Road Striping. Please see the attached Statement of Work.

## VI. DELIVERY INFORMATION/TERMS / PERIOD OF PERFORMANCE

Please see attached Statement of Work regarding any deliverables.
The estimated Period of Performance is NTP + 90 days. The government will consider the quoted Draft Schedule submitted with your quote when establishing the final and firm Period of Performance.

## VII. LIST OF PROVISIONS (BY REFERENCE)

***Any listed Provisions affected by the Revolutionary FAR Overhaul (RFO) are hereby included and may be highlighted herein in blue. The term "Deviation Date" may be seen by most deviated provisions to match the actual prescriptions found in the RFO as of the date of this solicitation. The government will assign firm deviation dates at later time.***

**52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

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

(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.

Authorized Deviations in Provisions (Nov 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
(b) The use in this solicitation of any _____ *[insert regulation name]*(48 CFR Chapter_____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

| |
|---|
| **52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)** |
| **52.204-7 System for Award Management - Registration (Nov 2024) (DEVIATION Mar 2026)** |
| **52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representation (Nov 2015)** |
| **52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (Sep 2023) (DEVIATION Mar 2026)** |
| **52.214-34 Submission of Offers in the English Language (Apr 1991)** |
| **52.214-35 Submission of Offers in U.S. Currency (Apr 1991)** |
| **52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification (Aug 2009) DEVIATION DATE** |
| **52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (Jun 2020) DEVIATION DATE** |

## VIII. LIST OF CLAUSES (BY REFERENCE)

***Any listed Clauses affected by the Revolutionary FAR Overhaul (RFO) are hereby included and may be highlighted herein in blue. The term "Deviation Date" may be seen by most deviated provisions to match the actual prescriptions found in the RFO as of the date of this solicitation. The government will assign firm deviation dates at later time.***

**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): www.acquisition.gov

(End of clause)

**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.

Authorized Deviations in Clauses (Nov 2020)

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

(End of clause)

| |
|---|
| **52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)** |
| **52.204-13 System for Award Management Maintenance (Oct 2018) (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 (Jan 2025) DEVIATION DATE** |
| **52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)** |
| **52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2023) (DEVIATION Mar 2026)** |
| **52.212-4 Terms and Conditions—Commercial Products and Commercial Services ALT 1 (Nov 2023) (DEVIATION Mar 2026)** |
| **52.219-6 Notice of Total Small Business Set-Aside (Mar 2020) (DEVIATION Jan 2026)** |
| **52.219-14 Limitations on Subcontracting (Oct 2022) (DEVIATION Jan 2026)** |
| **52.222-1 Notice to the Government of Labor Disputes (Feb 1997) DEVIATION DATE** |
| **52.222-3 Convict Labor (Jun 2003) DEVIATION DATE** |
| **52.222-6 Construction Wage Rate Requirements (Aug 2018) (DEVIATION Feb 2025)** |
| **52.222-7 Withholding of Funds (May 2014) DEVIATION DATE** |
| **52.222-8 Payrolls and Basic Records (Jul 2021) DEVIATION DATE** |
| **52.222-9 Apprentices and Trainees (Jul 2005) (DEVIATION Feb 2025)** |
| **52.222-10 Compliance with Copeland Act Requirements (Feb 1988) DEVIATION DATE** |
| **52.222-11 Subcontracts (Labor Standards) (May 2014) (DEVIATION Feb 2025)** |
| **52.222-12 Contract Termination-Debarment (May 2014) (DEVIATION Feb 2025)** |
| **52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)** |
| **52.222-14 Disputes Concerning Labor Standards (Feb 1988) DEVIATION DATE** |

| |
|---|
| **52.222-15 Certification of Eligibility (May 2014)** |
| **52.222-50 Combating Trafficking in Persons (Oct 2025) DEVIATION DATE** |
| **52.222-55 Minimum Wages Under Executive Order 14026 (Jan 2022) DEVIATION DATE** |
| **52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022) DEVIATION DATE** |
| **52.222-90 Addressing DEI Discrimination by Federal Contractors (Mar 2026) DEVIATION DATE** |
| **52.223-3 Hazardous Material Identification and Material Safety Data (Feb 2021) DEVIATION DATE** |
| **52.223-5 Pollution Prevention and Right-to-Know Information (May 2024)** |
| **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)** |
| **52.228-15 Performance and Payment Bonds- Construction (Jun 2020) (DEVIATION May 2023)** |
| **52.232-5 Payments under Fixed-Price Construction Contracts (May 2014)** |
| **52.232-16 Progress Payments (Nov 2021) DEVIATION DATE** |
| **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)** |
| **52.232-90 Fast Payment Procedure (Dec 2025) DEVIATION DATE** |
| **52.233-1 Disputes (May 2014) DEVIATION DATE** |
| **52.233-3 Protest after Award (Aug 1996) DEVIATION DATE** |
| **52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004) DEVIATION DATE** |
| **52.236-2 Differing Site Conditions (Apr 1984) (DEVIATION Jan 2026** |
| **52.236-5 Material and Workmanship (Apr 1984) (DEVIATION Jan 2026)** |
| **52.236-6 Superintendence by the Contractor (Apr 1984) (DEVIATION Jan 2026)** |
| **52.236-7 Permits and Responsibilities (Nov 1991) (DEVIATION Jan 2026** |
| **52.236-8 Other Contracts (Apr 1984) (DEVIATION Jan 2026)** |
| **52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984) (DEVIATION Jan 2026)** |
| **52.236-10 Operations and Storage Areas (Apr 1984) (DEVIATION Jan 2026)** |
| **52.236-11 Use and Possession Prior to Completion (Apr 1984) (DEVIATION Jan 2026)** |
| **52.236-12 Cleaning Up (Apr 1984) (DEVIATION Jan 2026)** |
| **52.236-13 Accident Prevention (Nov 1991) (DEVIATION Jan 2026)** |
| **52.236-14 Availability and Use of Utility Services (Apr 1984) (DEVIATION Jan 2026)** |
| **52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)** |
| **52.240-91 Security Prohibitions and Exclusions (Dec 2025) (DEVIATION Mar 2026)** |
| **52.240-93 Basic Safeguarding of Covered Contractor Information Systems (Dec 2025) (DEVIATION Mar 2026)** |
| **52.246-21 Warranty of Construction (Mar 1994)** |
| **52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984)** |
| **52.249-10 Default (Fixed-Price Construction) (Apr 1984)** |
| **52.253-1 Computer Generated Forms (Jan 1991)** |

## IX. PROVISIONS AND CLAUSES INCORPORATED BY FULL TEXT

***Any listed Provisions and Clauses affected by the Revolutionary FAR Overhaul (RFO) are hereby included and may be highlighted herein in blue. The term "Deviation Date" may be seen by most deviated provisions to match the actual prescriptions found in the RFO as of the date of this solicitation. The government will assign firm deviation dates at later time.***

**52.212-2 Evaluation — Commercial Products and Commercial Services (Nov 2021) (DEVIATION Mar 2026)**

(a) Evaluation factors: The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

*(i) price and;*

*(ii) technical capability of the item offered to meet the Government requirement.*

(b) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

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

(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. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the

contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

(End of clause)

**52.216-1 – Type of Contract (Apr 1984) DEVIATION DATE**

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

(End of provision)

**52.217-5 Evaluation of Options DEVIATION DATE**
Except when it is determined in accordance with FAR 17.202(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).

ADDENDUM: Options will not be evaluated in any particular order of precedence. The government may award some, none, or all of the optional CLIN's contemplated based on funds availability and the needs of the government *at the time of award*. Any options not exercised at the time of award are subject to "Special Clause 1 – Option CLINS," below. Evaluation for LPTA purposes shall include all base and optional CLINS, regardless of their exercise at the time of award.

(End of provision)

**Special Clause 1 – Option CLINS (Substantially the same as FAR 52.217-7 Option for Increased Quantity-Separately Priced Line Item.) (Local Clause)**

This solicitation includes optional CLINS. It is the government's intent to exercise options at the time of award. Should the government lack funding to exercise all options at the time of award, the CO may determine to maintain these options in a similar status to those subject to FAR 52.217-7 Option for Increased Quantity-Separately Priced Line Item. The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule, agreed upon at the time of award. The CO may exercise the option by written notice within **15 days** of the option's required Notice to Proceed.

(End of Clause)

**52.222-5 -- Construction Wage Rate Requirements—Secondary Site of the Work (May 2014) DEVIATION DATE**

(a)

(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)

(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

**52.225-10 -- Notice of Buy American Requirement--Construction Materials (May 2014)**

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

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

(c) *Evaluation of offers.*

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

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

(d) *Alternate offers.*

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

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of

the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

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

(ii) May be accepted if revised during negotiations.

(End of 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 Cole Johnson, Cole_Johnson@NPS.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)

**52.236-27 – Site Visit (Construction) (Feb 1995)**

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

(b) An organized site visit has not been scheduled for this effort. To request a site visit, please reach out to the Contracting Officer, Mr. Cole Johnson, not later than 6/3/2026. The NPS will likely not honor such a request, however, please be advised that you may visit the site(s) of your own accord as the locations are generally accessible to the Public.

(End of provision)

**52.242-14 -- Suspension of Work (Apr 1984)**

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

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

(a) *Definition.* “Work” includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not --

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer’s written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes

reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may --

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(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 Products and Commercial Services 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, which shows pricing breakdown for all items being invoiced for and must include the contract number, date(s) of service (if applicable), date of invoice, and the vendor's standard invoice letterhead.**

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)

**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)

**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 – Department of Interior (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)

## X. ANY OTHER PERTINENT INFORMATION

**LIST OF ATTACHMENTS: (please view and download all applicable attachments from** https://www.sam.gov**)**

| DOCUMENT TYPE | DESCRIPTION/TITLE | NO. OF PAGES | DATE |
|---|---|---|---|
| Attachment 1 | Statement of Work | 14 | 4/1/2026 |
| Attachment 2 | Maps & Drawings | 12 | 4/21/2026 |
| Attachment 3 | Limitations on Subcontracting Worksheet | 2 | 5/20/2026 |
| Attachment 4 | Construction Wage Determination | 6 | 5/18/2026 |
| Attachment 5 | Q&A Document | 1 | 5/20/2026 |

**Contract Administration Data**

(a) Contact Information:

Contracting Officer administrating the Contract:

Cole Johnson
Contracting Officer
CONOPS - Central

National Park Service
Email: Cole_Johnson@NPS.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.

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

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).