SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140P6026B0004	2. TYPE OF SOLICITATION [X] SEALED BID (IFB) INVITATION FOR BID [ ] NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 06/01/2026	PAGE 1 OF 36 PAGES

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0044045021	6. PROJECT NO.

7. ISSUED BY CODE PMH	8. ADDRESS OFFER TO
NPS, MWR - MWRO MABO 601 Riverfront Drive Omaha NE 68102	Bridget Parizek electronically at bridget_parizek@ios.doi.gov

9. FOR INFORMATION CALL	a. NAME Bridget Parizek	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 4028007927

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)*

BRVB - Entry Courtyard Improvements

This solicitation is a Sealed Bid. This is an electronic Invitation for Bid (IFB) for construction work at Brown V Board of Education National Historic Park in Topeka, KS. The resulting contract will be firm-fixed price. The complete specifications, provisions, and clauses are available at http://www.sam.gov. Please replace any mention of "substantial completion" with "final completion" throughout the entire specification document.

Work consists of improvements to be made within the City of Topeka Right-of-Way (ROW) as well as on NPS property.
New entry courtyard concrete paving and stairs in the same layout as the existing configuration, maintaining the historical jointing patterns that currently exist, but with reconfigured longitudinal and cross slopes that are ABA compliant. Existing signs will be
relocated to concrete viewing areas on NPS property, rather than being within the city¿s ROW. The site will be graded so the existing low point where storm water currently pools will be relocated to the turf grass lawn area with drainage directed into an aggregate storage

Continued...

11. The contractor shall begin performance within 10 calendar days and complete it within 75 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] mandatory [ ] negotiable. ***(See*** 52.211-10 ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 1200 ***(hour)*** local time 07/01/2026 (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 [X] 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 60 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 PMH NPS, MWR - MWRO MABO 601 Riverfront Drive Omaha NE 68102		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* 0 *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)* Bridget Parizek	
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)
	chamber. During higher intensity rain fall events, storm water that ponds in the turf grass lawn area will be graded to allow for overflow discharge onto the ROW sidewalk and be conveyed to Monroe St by means of a new concrete curb ramp that accesses the existing pedestrian loading zone, ultimately draining to the city¿s existing storm sewer network. The project includes removal of approximately 7,362 SF of existing concrete courtyard and stair pavement, 8 LF of existing stair handrails, removing/salvaging/and relocating 7 existing signs, removing/salvaging/and relocating 1 existing ABA door-button pedestal, removing/salvaging/and reinstalling 4 existing door stops, installing/removing approximately 276 LF of tree protection fencing, and installing/removing approximately 266 LF of straw wattles. Bid Opening Information: The sealed bid opening process will be conducted virtually. There will be no in person bid opening available. Refer to the virtual bid opening information below for call-in information. Bid Opening Date/Time: June 29, 2026 @ 1:00PM CT Dial in: 202-640-1187 Passcode: 981-159-410# Project location: Brown V Board of Education National Historic Park, 1515 SE Monroe St, Topeka, KS 66612 PROJECT MAGNITUDE: Between $250,000 and $500,000 Bonds: Required as stated in Block 12. A bid guarantee is required 20%, but not to exceed $3M. Bid bond is required to be submitted on a Standard Form 24. A copy of the bid guarantee shall be emailed with your bid package. Performance and Payment bonds/protection in the amount of 100% of the final contract award amount. Continued...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	NAICS: The associated NAICS code is 237310 Highway, Street, and Bridge Construction, Small Business Size Standard $45m Notice of Set-Aside: 100% set-aside for Total Small Businesses Period of performance: 75 calendar days from the Notice to Proceed Site Visit: A site visit is highly encouraged. Please see 52.236-27 for specific guidance. Wage Rates: Wage Rate requirements are incorporated into the terms and conditions as an attachment. System for Award Management (SAM): The successful offeror must be registered in SAM.gov and have current online Representations and Certifications. Please access http://www.sam.gov to update your records prior to submitting final offer. Method and Instructions for Submitting Offer: Refer to Section B, Bid Schedule, and Section L, Instructions, Conditions, and Notices to Offerors or Respondents. Complete bid package shall be emailed directly to bridget_parizek@ios.doi.gov Questions: All questions shall be submitted in writing to bridget_parizek@ios.doi.gov. All questions must be submitted in writing no later than 5 days following the scheduled site visit. Delivery: 75 Days After Notice to Proceed Delivery Location Code: 0011283108 NPS, MWR, Brown v. Board 1515 SE Monroe Street Topeka KS 66612-1143 US				
00010	Entry courtyard paving and drainage Product/Service Code: Z1PZ Product/Service Description: MAINTENANCE OF OTHER NON-BUILDING FACILITIES				

Continued...

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 08/01/2026 to 11/15/2026				

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Part I – The Schedule

SECTION A – Solicitation/Contract Form

Invitation for Bids (IFB) are issued on a 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.) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code for this acquisition is **237310** with a size standard of **$45 Million**. To be considered for award your company must obtain a Unique Entity Identifier (UEI). Your company needs to be registered in the System for Award Management (SAM) and be considered a small business for the size standard associated with the NAICS code stated above/utilized throughout this solicitation - this registration needs to be in an "active" status in SAM.gov at the time of RFQ/RFP/IFB submission close date - as well as, at the time of award and throughout the entire award/contract performance.
5.) Bidder agrees to the requirements contained in FAR 52.219-14, Limitations on Subcontracting

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: June 29, 2026 @ 1:00PM CT
Dial in: 202-640-1187
Passcode: 981-159-410#

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 the table below:

CLIN	CLIN TITLE	UNIT	PRICE
10	Entry Courtyard Improvements	Lump Sum	$
		TOTAL:	$

SECTION C – Specifications/Drawings

Work consists of improvements to be made within the City of Topeka Right-of-Way (ROW) as well as on NPS property. New entry courtyard concrete paving and stairs in the same layout as the existing configuration, maintaining the historical jointing patterns that currently exist, but with reconfigured longitudinal and cross slopes that are ABA compliant. Existing signs will be relocated to concrete viewing areas on NPS property, rather than being within the city's ROW. The site will be graded so the existing low point where storm water currently pools will be relocated to the turf grass lawn area with drainage directed into an aggregate storage chamber. During higher intensity rain fall events, storm water that ponds in the turf grass lawn area will be graded to allow for overflow discharge onto the ROW sidewalk and be conveyed to Monroe St by means of a new concrete curb ramp that accesses the existing pedestrian loading zone, ultimately draining to the city's existing storm sewer network. The project includes removal of approximately 7,362 SF of existing concrete courtyard and stair pavement, 8 LF of existing stair handrails, removing/salvaging/and relocating 7 existing signs, removing/salvaging/and relocating 1 existing ABA door-button pedestal, removing/salvaging/and reinstalling 4 existing door stops, installing/removing approximately 276 LF of tree protection fencing, and installing/removing approximately 266 LF of straw wattles.

Improvements include approximately 1,845 SF of 5" depth, fiber mesh, reinforced pc concrete pavement adjacent to existing trees, 5,497 SF of 5" depth, fiber mesh, pc concrete pavement, 153 SF of 6" depth, fiber mesh, #6 6x6 wire mesh pc concrete ABA curb ramps, 16' wide pc concrete stairs with (4) - 6 ¼" risers and (3) - 13 ½" treads, 816 SY of 5" depth AB-3 aggregate subbase under pavement, 11 LF of ornamental stair handrails, 23 LF of combined pc concrete curb and gutter (type 1), 39 SF of ABA detectable warning panels with truncated domes, 50 CY of 4" depth top soil stripped and respread, 60 CY of excavation and haul-off, 3 CY of No.57 aggregate with filter fabric for storm water storage chamber, 4,200 SF of turf grass lawn sod, and traffic control. We anticipate that work would begin in late Summer 2026.

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)

(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)

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 (Apr 1984) (DEVIATION Jan 2026)

(a) (1) Within five days after the work commences on the contract or another period of time determined by the Contracting Officer, the Contractor shall prepare and submit to the Contracting Officer for approval a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the work (including acquiring materials, plant, and equipment).

(2) The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period.

(3) If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall continually update the actual progress in the schedule and shall submit it to the Contracting Officer by the means prescribed in the contract for transmittals or as directed by the Contracting Officer.

(c) (1) If the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to recover lost time and execute in accordance with the approved schedule, without additional cost to the Government.

(2) Such steps may include increasing the number of shifts, overtime operations, days of work, and/or the amount of construction plant.

(3) The Contractor shall submit, for approval, supplementary schedule(s) that demonstrate how the lost time will be recovered.

(d) If the Contractor does not recover the lost time, the Contracting Officer may determine that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.242-14 -- 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)

SECTION G - Contract Administration Data

(a) Contact Information:

The Contracting Officer/Contract Specialist administrating the Contract:

Bridget Parizek

Contract Specialist
National Park Service
Telephone No. (402) 800-7927
Email: bridget_parizek@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

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).

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 Local 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.

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)

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.

SECTION H - Special Contract Requirements

GREEN PROCUREMENT
To the extent that the construction services provided by the Contractor require provision of any of *the types of products listed at https://sftool.gov/greenprocurement*, the Contractor is expected to provide the green type of product unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards.

Part II – Contract Clauses

SECTION I - Contract Clauses

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 *Department of Interior Acquisition Regulation* (48 CFR *Chapter 14*) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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 (Jun 2020) (DEVIATION Mar 2026)
52.204-13 System for Award Management Maintenance (Oct 2018) (DEVIATION Mar 2026)
52.204-14 Service Contract Reporting Requirements (Oct 2016) (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 May 2026)
52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) (DEVIATION May 2026)
52.214-26 Audit and Records – Sealed Bidding (Jun 2020) Alternate I (Mar 2009) DEVIATION DATE
52.214-29 Order of Precedence – Sealed Bidding (Jan 1986) DEVIATION DATE
52.215-8 Order of Precedence -- Uniform Contract Format (Oct 1997) DEVIATION DATE
52.219-6 Notice of Total Small Business Set-Aside (Mar 2020) (DEVIATION Jan 2026)
52.219-8 Utilization of Small Business Concerns (Jan 2025) (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 May 2026)
52.222-3 Convict Labor (June 2003) (DEVIATION May 2026)
52.222-4 Contract Work Hours and Safety Standards- Overtime Compensation (Mar 2018) (DEVIATION May 2026)
52.222-6 Construction Wage Rate Requirements (Aug 2018) (DEVIATION May 2026)
52.222-7 Withholding of Funds (May 2014) (DEVIATION May 2026)
52.222-8 Payrolls and Basic Records (Jul 2021) (DEVIATION May 2026)
52.222-9 Apprentices and Trainees (Jul 2005) (DEVIATION May 2026)
52.222-10 Compliance with Copeland Act Requirements (Feb 1988) (DEVIATION May 2026)
52.222-11 Subcontracts (Labor Standards) (May 2014) (DEVIATION May 2026)
52.222-12 Contract Termination-Debarment (May 2014) (DEVIATION May 2026)
52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)
52.222-14 Disputes Concerning Labor Standards (Feb 1988) (DEVIATION May 2026)
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) (DEVIATION May 2026)
52.222-50 Combating Trafficking in Persons (Oct 2025) (DEVIATION May 2026)
52.222-54 Employment Eligibility Verification (Jan 2025) (DEVIATION May 2026)
52.222-55 Minimum Wages Under Executive Order 14026 (Jan 2022) (DEVIATION May 2026)
52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022) (DEVIATION May 2026)
52.222-90 Addressing DEI Discrimination by Federal Contractors (Mar 2026) (DEVIATION May 2026)
52.225-1 Buy American-Supplies (Oct 2022) DEVIATION DATE
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)
52.228-1 Bid Guarantee (Sep 1996)
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 (Dec 2022)
52.228-15 Performance and Payment Bonds- Construction (Jun 2020) (DEVIATION May 2023)
52.229-3 Federal, State, and Local Taxes (Feb 2013) (DEVIATION Oct 2025)
52.229-11 Tax on Certain Foreign Procurements – Notice and Representation (Jun 2020) (DEVIATION Oct 2025)
52.229-12 Tax on Certain Foreign Procurements (Feb 2021) (DEVIATION Oct 2025)
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)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
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)
52.236-3 Site Investigation and Conditions Affecting the Work (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)
52.236-16 Quantity Surveys (Apr 1984) (DEVIATION Jan 2026)
52.236-21 Specifications and Drawings for Construction (Feb 1997) (DEVIATION Jan 2026)
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)
52.242-13 Bankruptcy (July 1995)
52.243-4 Changes (Jun 2007) (DEVIATION Oct 2025)
52.244-5 Competition in Subcontracting (Aug 2024)
52.244-6 Subcontracts for Commercial Products and Commercial Services (Oct 2025) (DEVIATION May 2026)
52.245-9 Use and Charges (Apr 2012)
52.246-21 Warranty of Construction (Mar 1994)

52.248-3 Value Engineering-Construction (Oct 2025)
52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984)
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 (Jan 1991)

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:

$100,000.00 each person
$500,000.00 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 (Oct 2022) (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 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—

[Contracting Officer check as appropriate.]

□ By the end of the base term of the contract and then by the end of each subsequent option period; or

□ 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)

52.225-9 -- 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)

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

SECTION J – List of Attachments

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
(All listed attachments are at the end of this document)

DOCUMENT TYPE	DESCRIPTION/TITLE	NO. OF PAGES	DATE
Attachment 1	**Project Specifications**	**47**	**Apr/2026**
Attachment 2	**Drawings**		
Attachment 3	**Construction Wage Determination**	**6**	**May/2026**
Attachment 4	**Limitations on Subcontracting Report**	**1**	
Attachment 5	**Submittal List**	**1**	

Part IV – Representations and Instructions

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

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 *Department of Interior Acquisition Regulation* (48 CFR Chapter *14*) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

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)
52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jun 2020) (DEVIATION Oct 2025)

PROVISIONS INCORPORATED BY FULL TEXT

52.203-2 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the dis-closure.

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016) (DEVIATION May 2026)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, 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 (Nov 2021) (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 at https://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 there may have been such activity, 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 it is later determined 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

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)

52.204-7 System for Award Management - Registration (Nov 2024) (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)

PROVISIONS INCORPORATED BY FULL TEXT

52.214-3 Amendments to Invitations for Bids (Dec 2016) DEVIATION DATE

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) (1) Bidders shall acknowledge receipt of any amendment to this solicitation-

(i) By signing and returning the amendment;

(ii) By identifying the amendment number and date in space provided for this purpose on the form for submitting a bid;

(iii) By letter; or

(iv) By email, if email bids are authorized in the solicitation.

(2) The Government shall receive the acknowledgement by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 False Statements in Bids (Apr 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-5 Submission of Bids (Dec 2016) DEVIATION DATE

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a) (1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

52.214-6 Explanation to Prospective Bidders (Apr 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-7 Late Submissions, Modifications, and Withdrawals of Bids (Nov 1999) DEVIATION DATE

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and—

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

52.214-12 Preparation of Bids (Apr 1984)

(a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, bidders shall

(1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and

(2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule.

In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

(End of Provision)

52.214-18 Preparation of Bids -- Construction (Apr 1984)

(a) Bids must be --

(1) Submitted on the forms furnished by the Government or on copies of those forms, and

(2) *Manually signed.* The person signing a bid must initial each erasure or change appearing on any bid form.

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

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted. Bidders Must Provide Bid Schedule Attachment as Part of Final Offer.

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

(End of provision)

52.214-19 Contract Award -Sealed Bidding -- Construction (Aug 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract

to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

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)

52.222-5 -- Construction Wage Rate Requirements—Secondary Site of the Work (May 2014) (DEVIATION May 2026)

(a)

(1) The offeror must 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 must 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 must 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)

52.228-1 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.

(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 Bridget Parizek – bridget_parizek@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)

52.237-1 – Site Visit (Apr 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

An organized site visit has been scheduled for—

Site Visit Date and Time:	**June 12, 2026 at 10:00 AM CT**
Site Visit Location:	**Brown V Board of Education National Historic Park** 1515 SE Monroe Street Topeka, KS 66612
National Park Service POC:	Jessica Barnett, (785) 524-8565
Contracting POC:	Bridget Parizek, bridget_parizek@ios.doi.gov
THIS SITE VISIT DATE AND INFORMATION IS SUBJECT TO CHANGE – PLEASE MONITOR THIS POSTING ON SAM.gov FOR ANY AND ALL AMENDMENTS THAT MAY CHANGE THIS DATE/TIME AND INFORMATION.	

(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 36.201-1, 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: June 29, 2026 @ 1:00PM CT
Dial in: 202-640-1187
Passcode: 981-159-410#

Public Bid Opening:

- Bid Opening Location: Bids will be publicly opened at the date/time specified in the solicitation (Block 13a of the 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.

B) OFFER DUE DATE

1. 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 the SF1442** unless changed by amendment. Bidders are responsible for submitting bids so as to reach the Government office designated in the solicitation by the time specified in the solicitation. Bidders should consider and account for potential delays in transmissions between when an electronic submission is submitted and 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:

bridget_parizek@ios.doi.gov. All questions shall be received **no later than 5 calendar days following the organized site visit** to be considered.

(Please reference provision 52.237-1 – Site Visit (Apr 1984) for site visit date).

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. Contract Specialist: bridget_parizek@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: 140P6026B0004 – BRVB – Entry Courtyard Improvements – email 1 of 2

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

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. Page Format Restrictions and Limitations: Bids will be 8 ½ " x 11" paper except for foldouts used for charts, tables, or diagrams, which may not exceed 11" x 17".

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) price in Block 17. The bidder's price is to be completed in Section B.

- Bidder must submit a completed Limitations in Subcontracting Report worksheet with the bid, outlining planned compliance. Contractors must maintain compliance with clause 52.219-14 included in this solicitation.

- Completed provisions contained in this solicitation as applicable

- Bidder must include original signatures of individual(s) authorized to sign for the company in accordance with FAR 4.207.

- 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 in PDF format. No hard copies shall be submitted.

ii. ORGANIZATION: Combine all contents into one document package

1. Solicitation: SF1442
2. Amendments (if applicable) – or acknowledged in Block 19 on SF1442
3. Price: Bid Schedule in Section B
4. Completed Provisions as applicable
5. SF24 Bid Guarantee
6. 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 bid package in this portion of their bid**.

3. **PRICE** – provide pricing in Section B. Total price shall be cited and be the same amount listed on Solicitation Form SF1442 in **block 17**. **All pricing to be rounded to the nearest dollar. Alternate pricing and alternate bids will not be accepted.**

4. **COMPLETED PROVISIONS** - as applicable

5. **BID GUARANTEE:** Offeror shall submit a Standard Form 24. The bid guarantee amount shall be at least 20 percent of the bid price but shall not exceed $3M.

6. **COMPLETED LIMITATION ON SUBCONTRACTING REPORT WORKSHEET**

(End of Section L)

SECTION M - EVALUATION FACTORS FOR AWARD

Not used because of Sealed Bid Process