SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	140P2026R0011	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	06/17/2026	1 74

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	0044039145	GLCA 318878

7. ISSUED BY CODE PDS	8. ADDRESS OFFER TO
NPS, DSC Contracting Services Div 1 Denver Federal Center, Building 50 P.O. Box 25287 Denver CO 80225-0287	See Section "L" Instructions

9. FOR INFORMATION CALL	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Tony Jasper	3039692789

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)*

GLCA 318878 - Glen Canyon Low Water Ramps - Hite District

a) This acquisition is being conducted as a Total Small Business Set-Aside. The North American Industrial Classification System (NAICS) code and the associated small business size standard are noted in clause 52.204-B in section "K" of this solicitation.
b) Refer to section "L" for information regarding a pre-proposal site visit.
c) Information and requirements stated in sections "B" through "J" & attachments noted in section "J" apply to this solicitation and the subsequent contract.
d) Refer to section "L" for proposal submittal requirements.
e) Offerors shall submit proposals and questions, and acknowledge solicitation amendments as stated in section "L" of this solicitation.
f) All Physical Data, Reports, and or information has been attached in Section J.
g) Notice to Proceed will be issued shortly after contract award, upon receipt of bonds.

11. The contractor shall begin performance within 10 calendar days and complete it within 549 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** Section H - Special Req 4 ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1700 ***(hour)*** local time 07/15/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

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

OFFER *(Must be fully completed by offeror)*

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

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

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

CODE FACILITY CODE

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

AMOUNTS ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

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

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

26. ADMINISTERED BY PDS

NPS, DSC Contracting Services Div
1 Denver Federal Center, Building 50
P.O. Box 25287
Denver CO 80225-0287

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

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

Tony Jasper

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	Hite Small Boat Launch Design Build (Fin Product/Service Code: Z2QA Product/Service Description: REPAIR OR ALTERATION OF RESTORATION OF REAL PROPERTY (PUBLIC OR PRIVATE)				
00020	Hite Small Boat Launch Design Build Product/Service Code: Z2QA Product/Service Description: REPAIR OR ALTERATION OF RESTORATION OF REAL PROPERTY (PUBLIC OR PRIVATE)				

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(b) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. 44

(c) The Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract. 44

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PART I – THE SCHEDULE

SECTION A – SOLICITATION / CONTRACT FORM

Solicitation, Offer, and Award (SF-1442) - pages 1- 3 of this package

End of Section A

SECTION B – BID SCHEDULE

CONTRACT BID SCHEDULE

SOLICITATION NUMBER: 140P2026R0011
PARK - PMIS: GLCA 318878
PROJECT TITLE: Low Water Ramps – Hite District

Offerors are required to submit, at a minimum, one (1) Firm-Fixed-Price (FFP) offer that conforms to the solicitation documents with pricing for Base line items and all option line items. Please complete Contract Price Schedule in the Proposal Submission Package. Failure to do so may render the proposal unacceptable. On lump-sum line items, provide the total price only. Refer to section “H” of this solicitation for additional information regarding contract options.

Contract Line Item Number (CLIN)	Contract Line Item (CLI) Title	Quantity	Unit of Measure	Unit Price	Total Price
CLIN 1	BASE - DESIGN - 35-foot wide concrete launch ramp servicing lake elevation 3700 to 3490 with a 18-ft wide gravel access road connecting Hite Marina Rd to the ramp, one 5.25-acre upper parking area, and one 0.7-acre lower parking area, both for boat and passenger vehicles, including accommodations complying with Architectural Barriers Act Accessibility Standards (ABAAS) **Clarification:** The full design under CLIN 1, Ramp Servciing elevations 3700 to 3490 and a width of 35 feet, allows for extrapolation of design data as needed to support scalable construction options including construction elevation 3565'(CLIN 2- BASE), 3550' (CLIN 3 - OPTION A) and 3535 (CLIN 4 OPTION B). CLIN 5 is Gravel Surfacing for a 5.2 Arce Parkign Area	1	Lump Sum (LS)		$ -
CLIN 2	BASE - CONSTRUCTION - 35-ft wide concrete launch ramp servicing elevation 3700 to 3565-ft along a 16% grade (matching the 3490 Design (CLIN 1)), daylight at a 2% Grade (Native Surface) from elevation 3565 to the channel; - 18-ft wide gravel access road connecting Hite Marina Rd to the launch ramp; . - Grading only (No Surfacing) for a 5.25-acre gravel upper boat trailer and passenger vehicle parking area; and - 0.7-acre gravel lower boat trailer and passenger vehicle parking area connecting to the top of the launch ramp.	1	Lump Sum (LS)		$ -
TOTAL BASE PRICE (Contract Line Item Number 1 through 2) ----------					**$0.00**
CLIN 3	OPTION A - CONSTRUCTION - 35-ft wide concrete launch ramp servicing elevation 3565 to 3550-ft along a 16% grade (matching the 3490 Design (CLIN 1)), daylight at a 2% Grade (Native Surface) from elevation 3550 to the channel; - 18-ft wide gravel access road connecting Hite Marina Rd to the launch ramp; . - Grading only (No Surfacing) for a 5.25-acre gravel upper boat trailer and passenger vehicle parking area; and - 0.7-acre gravel lower boat trailer and passenger vehicle parking area connecting to the top of the launch ramp.	1	Lump Sum (LS)		$ -
CLIN 4	OPTION B - CONSTRUCTION - 35-ft wide concrete launch ramp servicing elevation 3565 to 3535-ft along a 16% grade (matching the 3490 Design (CLIN 1)), daylight at a 2% Grade (Native Surface) from elevation 3565 to the channel; - 18-ft wide gravel access road connecting Hite Marina Rd to the launch ramp; . - Grading only (No Surfacing) for a 5.25-acre gravel upper boat trailer and passenger vehicle parking area; and - 0.7-acre gravel lower boat trailer and passenger vehicle parking area connecting to the top of the launch ramp.	1	Lump Sum (LS)		$ -
CLIN 5	Option C - CONSTRUCTION (GRAVEL UPPER PARKING LOT) - Gravel Surfacing for 5.25 Acre Parking Area	1	Lump Sum (LS)		$ -
TOTAL PRICE FOR ALL OPTIONS (Contract Line Item 3 through 5) ----------					**$0.00**
TOTAL PROPOSED PRICE - BASE PLUS ALL OPTIONS (Contract Line Item Number 1 through 5) ---------					**$0.00**
All measurement and payment information is included in Division 01 Specifications Section 01 27 00 Definition of Contract Line Items.					

End of Section B

SECTION C – SPECIFICATIONS / DRAWINGS

The work of this contract is for the construction of: GLCA 318878 – Low Water Ramps – Hite District

Glen Canyon Recreation Area, Utah

This project will address low-water lake access at Hite based upon the relocation of the launch ramp to a new deep pool location. The work includes, but is not limited to, gravel access road, a new concrete launch ramp and parking lots.

Specifications and drawings are attached and incorporated herein by reference. Refer to section J.

End of Section C

SECTION D – PACKAGING AND MARKING

Section Does Not Apply

End of Section D

SECTION E – INSPECTION AND ACCEPTANCE

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

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

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

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

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

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may-

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may-

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of clause)

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

_____

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning work instructions, documentation control, and advanced metrology.

(End of clause)

52.246-12 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)

End of Section E

SECTION F – DELIVERIES OR PERFORMANCE

52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of _$2,511___for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.211-13 TIME EXTENSIONS (SEPT 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (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)

End of Section F

SECTION G – CONTRACT ADMINISTRATION DATA

1452.201-70 AUTHORITIES AND DELEGATIONS (SEPT 2011)

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

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

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3-days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30-days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

1452.204-70 RELEASE OF CLAIMS—DEPARTMENT OF THE INTERIOR (JUL 1996)

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

(End of clause)

NOTICE TO CONTRACTORS - CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (DEC 2015)

1. FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

2. The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in CPARS for Government use in evaluating past performance as part of a source selection action.
3. We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30-days after award.** Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.
4. When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/.
5. Within 60-days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/.
    a. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.
    b. Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.
    c. All information provided should be reviewed for accuracy prior to submission.
    d. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.
    e. Your response is due within 60-calendar days after receipt of the CPAR. On day 15, the evaluation will become available in CPARS marked as “Pending” with or without comments and whether or not it has been closed.
    f. If you do not sign and submit the CPAR within 60-days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the Contractor on (date). The Contractor neither signed nor offered comment in response to this assessment."
6. The following guidelines apply concerning your use of the past performance evaluation:
    a. Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.
    b. Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
    c. Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
7. If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven (7)-days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.
8. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of notice)

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM SYSTEM (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:

The Contractor shall submit a draft Invoice Package, including copies of the following documents, to the National Park Service's (NPS) Construction Management Representative (CMR) a minimum of 5 working days prior to submittal of the formal Invoice through IPP. Within 5 working days of receipt, the CMR shall provide an acceptability recommendation to both the NPS Contracting Officer's Representative (COR) and the Contractor. If the CMR recommends acceptance, the Contractor shall submit a copy of the final version of the CMR's checklist and the Invoice Package to the NPS through IPP.

1. Completed copy of the CMR's final Construction Payment Request Checklist (Submit only with the formal submittal to IPP);
2. Completed copy of the Pay Estimate Form (including signed certification of Subcontractor payments);
3. Completed copy of the Limitations on Subcontracting Report
4. Information required by contract clause 52.232-27, Prompt Payment for Construction Contracts;
5. A copy of the current construction schedule (refer to project specification section 013216); and
6. A copy of the current Schedule of Values. (refer to project specification section 013216).

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 Invoice Processing Platform - Contact Us (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)

End of Section G

SECTION H – SPECIAL CONTRACT REQUIREMENTS

SPECIAL REQUIREMENT 1: PROHIBITION OF ALL TERRAIN VEHICLES (ATV)S - INTERMOUNTAIN REGION (JUN 2009)

The Contractor is prohibited from utilizing All-Terrain Vehicles (ATV)s on National Park Service lands. ATV is defined as: A motorized off-highway vehicle (OHV) traveling on four or more low-pressure tires, having a seat to be straddled by the operator and a handlebar for steering control.

Use of Utility Terrain Vehicles (UTVs) are permitted. UTV (also called a side-by-side) is defined as: A motorized OHV having four or more low pressure tires, designed with side-by-side seats, seatbelts, steering wheel, and optional cab, brush cage, or ROPS.

(End of Local Clause)

SPECIAL REQUIREMENT 2: PERFORMANCE OF WORK BY THE CONTRACTOR

The Contractor shall perform on the site, and with its own organization, work equivalent to at least __15_____ percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction, and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of Local Clause)

SPECIAL REQUIREMENT 3: OPTION FOR ADDITIONAL SERVICES—SEPARATELY PRICED LINE ITEMS

The Government may require the delivery of the numbered line items identified in the Schedule as option items at the price stated in the Schedule. The Contracting Officer may unilaterally exercise the option by written notice to the Contractor within _549__-days after contract award. Performance of added line-item tasks shall be at the price negotiated in the contract Schedule.

(End of Local Clause)

SPECIAL REQUIREMENT 4: COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence work under this contract within _549___calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than __549 calendar days_____.* The time stated for completion shall include final cleanup of the premises.

(End of Local Clause)

SPECIAL REQUIREMENT 5: KEY PERSONNEL

(a) The Contractor shall assign to this contract the following key personnel:

Design Build Project Manager: _____

Designer of Record Project Manager:_____

Site Superintendent: _____

Site Quality Control/Safety Manager: _____

(b) During the first _120___days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15-calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial __120___-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15-days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15-calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

SPECIAL REQUIREMENT 6: RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all design, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

(End of Special Requirement)

SPECIAL REQUIREMENT 7: WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS

The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision direction, control, and approval of the Contracting Officer.

(End of Special Requirement)

SPECIAL REQUIREMENT 8: REQUIREMENTS FOR REGISTRATION OF DESIGNERS

Architects or engineers registered to practice in the particular professional field involved in a State, the District of Columbia, or an outlying area of the United States the state where the construction work shall be performed shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other architectural and engineering features of the work.

(End of Special Requirement)

SPECIAL REQUIREMENT 9: PUBLICITY

(a) Except with the prior approval of the Contracting Officer, the consultant shall not release for publication any drawing, rendering, perspective, sketch, photograph, report, specification, cost estimate, or other material of any nature pertaining to the facilities for which services are performed under the terms of this contract.

(b) The provision of this article shall extend also to the release of any such material to any person not so authorized by the Contracting Officer.

(End of Special Requirement)

SPECIAL REQUIREMENT 10: ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Purpose. The purpose of this clause is to ensure that the contractor and its subcontractors:

(1) are not biased because of their financial, contractual, organizational, or other interests which relate to the work performed under this contract, and

(2) Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as “contractor”) in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity. for the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(c) No contract for the construction of a project shall be awarded to the firm (including its subsidiaries or affiliates) that designed the supplied 30% design bridging documents for the project (except with the approval of the head of the agency or authorized representative).

(d) Warrant and Disclosure. The warrant and disclosure requirements of this paragraph apply with full force to both the contractor and all subcontractors. the contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in far subpart 9.5, and that the contractor has disclosed all relevant information regarding any actual or potential conflict. the contractor agrees it shall make an immediate and full disclosure, in writing, to the contracting officer of any facts that may cause a reasonably prudent person to question the contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage. such disclosure shall include a description of the actions the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

(e) Remedies. The Contracting Officer may terminate this contract for convenience, in whole or in part, if the contracting officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. if the contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the contracting officer, the Government may terminate the contract for default, suspend or debar the contractor from government contracting, or pursue such other remedies as maybe permitted by law or this contract.

(f) Subcontracts. The contractor shall include a clause substantially similar to this clause, including paragraphs (f) and(g), in any subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold. the terms “contract,” “contractor,” and “contracting officer” shall be appropriately modified to preserve the Government's rights.

(End of Special Requirement)

CONSTRUCTION CONTRACT ADMINISTRATION - FEDERAL ACQUISITION REGULATIONS 36.211(B).

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

End of Section H

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are incorporated by reference (by Citation Number, Title, and Date) per the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to a clause's full text.

Federal Acquisition Regulation: https://www.acquisition.gov/far/

Department of the Interior Acquisition Regulation (CFR, Title 48, Chapter 14): http://www.ecfr.gov/cgi-bin/text-idx?SID=46fff09635987db3af784ea3c7efc2e0&mc=true&tpl=/ecfrbrowse/Title48/48cfrv5_02.tpl#1400

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, RECESSION, 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)
52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)
52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (DEVIATION APR 2026)
52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (DEVIATION APR 2026)
52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUB-CONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEVIATION MAY 2026)
52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION MAY 2026)
52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEVIATION MAY 2026)
52.210-1 MARKET RESEARCH (DEVIATION JUL 2025)
52.215-2 AUDIT AND RECORDS-NEGOTIATIONS (JUN 2020)
52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (JUN 2020)
52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS (JUN 2020)
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION JAN 2026)
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION JAN 2026)
52.222-3 CONVICT LABOR (DEVIATION MAY 2026)
52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS-OVERTIME COMPENSATION (DEVIATION MAY 2026)
52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (DEVIATION MAY 2026)
52.222-7 WITHHOLDING OF FUNDS (DEVIATION MAY 2026)
52.222-8 PAYROLLS AND BASIC RECORDS (DEVIATION MAY 2026)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (DEVIATION MAY 2026)
52.222-11 SUBCONTRACTS (LABOR STANDARDS) (DEVIATION MAY 2026)
52.222-12 CONTRACT TERMINATION - DEBARMENT (DEVIATION MAY 2026)
52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIRMENTS AND RELATED REGULATIONS (MAY 2014)
52.222-14 DISPUTES CONCERNING LABOR STANDARDS (DEVIATION MAY 2026)
52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)
52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION MAY 2026)
52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT EXCEEDING $15,000 (DEVIATION MAY 2026)
52.222-32 CONSTRUCTION WAGE RATE REQUIREMENTS – PRICE ADJUSTMENT (ACTUAL METHOD) (DEVIATION MAY 2026)
52.222-35 EQUAL OPPORTUNITY FOR VETERANS (DEVIATION MAY 2026)
52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION MAY 2026)
52.222-37 EMPLOYMENT REPORTS ON VETERANS (DEVIATION MAY 2026)
52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION MAY 2026)
52.222-50 COMBATING TRAFFICKING IN PERSONS (DEVIATION MAY 2026)
52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION MAY 2026)
52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION MAY 2026)
52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)
52.223-7 NOTICE OF RADIOACTIVE MATERIALS (DEVIATION MAY 2026)
52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2 PRIVACY ACT (APR 1984)
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (DEVIATION MAY 2026)
52.226-7 DRUG-FREE WORKPLACE (MAY 2024)
52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)
52.227-4 PATENT INDEMNITY—CONSTRUCTION CONTRACTS (DEC 2007)
52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)
52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-3 FEDERAL, STATE, AND LOCAL TAXES (DEVIATION SEP 2025)
52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)
52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-17 INTEREST (MAY 2014)
52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS CONTRACTORS (MAR 2023)
52.233-1 DISPUTES (MAY 2014) – ALTERNATE 1 (DEC 1991)
52.233-3 PROTEST AFTER AWARD (AUG 1996)
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)
52.242-13 BANKRUPTCY (JUL 1995)
52.243-4 CHANGES (DEVIATION SEP 2025)
52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION MAY 2026)
52.245-1 GOVERNMENT PROPERTY (SEP 2021 - ALTERNATE I (APR 2012)
52.245-9 USE AND CHARGES (APR 2012)
52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
52.248-3 VALUE ENGINEERING – CONSTRUCTION (OCT 2025)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012), ALT 1 (SEP 1996)
52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.253-1 COMPUTER GENERATED FORMS (DEVIATION MAY 2026)

52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

(a) *Definition*.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows: Downloadable hotline posters as well as instructions for obtaining a hard copy poster are available at *http://www.doioig.gov/hotline*.

Poster(s)	***Obtain From***

CO shall insert-

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 and FAR 3.900 through 3.905.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.900 through 3.905.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.204-2 [RESERVED]

52.204-23 [RESERVED]

52.204-25 [RESERVED]

52.204-30 [RESERVED]

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED OR PRICING DATA-MODIFICATIONS (NOV 2021)

(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth in FAR 15.403-4(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in paragraphs (a)(1)(i) and (ii) of this clause. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-4(a)(1) is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable-

(i) *Identification of the law or regulation establishing the price offered*. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial products or commercial services.*

(A) If-

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial product or commercial service; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial product or commercial service, to a contract or subcontract for the acquisition of other than a commercial product or commercial service.

(B) For a commercial product and commercial service exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include-

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices,

or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

b) *Requirements for certified cost or pricing data*. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION JAN 2026)

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

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

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

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

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

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

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); 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) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees to the following requirements in the performance of a contract assigned a North American Industry Classification System (NAICS) code applicable to this contract:

(1) Services (except construction). It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), 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.

(i) The following services may be excluded from the 50 percent limitation:

(A) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code (562910), cloud computing services, or mass media purchases.

(B) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local Contractor.

(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.

(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 –

CO 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)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (DEVIATION 2026)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a

cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation

and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it □ is, □ is not a small business concern under *NAICS Code* _____ assigned to *contract number* _____.

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it □ is, □ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The Contractor represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The Contractor represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __ .]

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it □ is, □ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(6) *HUBZone joint venture eligible under the HUBZone Program.*[*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [*Contractor to sign and date and insert authorized signer's name and title.*_____] (End of clause)

52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026. DEVIATION (DEVATION MAY 2026)

As prescribed in 22.1906, insert the following clause:

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

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

(1) *Worker*—

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

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

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

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

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

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

(2)

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

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

(b) *Executive Order minimum wage rate.*

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

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

(3)

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

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

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

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

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

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

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

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

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

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

(c)

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

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

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

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

(2) This clause does not apply to—

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

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

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

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

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

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

(e) *Payroll Records.*

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

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

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

(iii) The rate or rates of wages paid;

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

(v) Any deductions made; and

(vi) Total wages paid.

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024) (DEVIATION FEB 2025)

As prescribed in 23.109(c)(2), insert the following clause:

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

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 4280.2).

USDA-designated product category means a generic grouping of products that are or can be made with biobased materials—

(1) That are listed by USDA in a procurement guideline and available at https://www.biopreferred.gov/resources/categories.html.

(2) For which USDA has provided purchasing recommendations (available at https://www.biopreferred.gov) or (7 CFR Part 4270).

(b) The Contractor shall report to https://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(c) Submit this report no later than—

(1) October 31 of each year during contract performance; and

(2) At the end of contract performance.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (DEVIATION MAY 2026)

(a) *Hazardous material*, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert *None*)	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—
(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
(ii) Obtain medical treatment for those affected by the material; and
(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

Alternate I (Deviation Date). As prescribed in 23.304(a)(2), add the following paragraph (i) to the basic clause:

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Safety Data Sheets (SDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the SDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit SDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the SDS's in or on each shipping container. If affixed to the outside of each container, the SDS must be placed in a weather resistant envelope.

52.223-10 [RESERVED]

52.223-11 OZONE-DEPLETING SUBSTANCES (DEVIATION MAY 2026)

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

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (http://www.epa.gov/snap/)

Hydrofluorocarbons means compounds that only contain hydrogen, fluorine, and carbon.

Ozone-depleting substance, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as–

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at http://www.epa.gov/snap.

(End of clause)

52.223-23 SUSTAINABLE PRODUCTS (DEVIAITION MAY 2026)

As prescribed in 23.109(c)(2), insert the following clause:

(a) Definitions. As used in this clause—
Sustainable product means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) Requirements. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—
(1) Delivered to the Government;
(2) Furnished for use by the Government;
(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(End of clause)

52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (OCT 2022)

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

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

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

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at 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) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code (562910),

(B) 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

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

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

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

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

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

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

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

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

(b) Domestic preference.

(1) This clause implements 41 U.S.C.chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and

steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

_____None_____

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.

(i) 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.

(ii) 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).

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material			
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material			
Domestic construction material	_____	_____	_____
** Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued). List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.*			

(End of clause)

52.228-11 INDIVIDUAL SURETY - PLEDGE OF ASSETS (FEB 2021) (DEVIATION MAY 2023 SEE DOI-AAAP-0165, V02)

(a) The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond—

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020) (DEVIATION MAY 2023 SEE DOI-AAAP-0165, V02)

(a) Definitions. As used in this clause-

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

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

(1) Performance bonds (Standard Form 25 **[, except that a seal is not required])**. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25A **[, except that a seal is not required]**). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

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

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

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

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

U.S. Department of the Treasury,
Financial Management,
Service Surety Bond Branch,
3700 East West Highway,
Room 6 F01,
Hyattsville, MD 20782.
Or via the internet at http://www.fms.treas.gov/c570/.

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

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (DEVIATION JAN 2026)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of—

(1) Latent physical conditions or subsurface conditions at the site which differ materially from those indicated in this contract; or
(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b)

(1) The Contracting Officer will investigate the site conditions promptly after receiving such a notice.
(2) If the conditions materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract an equitable adjustment must be made under this clause.

(c) No request for an equitable adjustment to the contract under this clause will be allowed, unless the Contractor has given the written notice required.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (DEVIATION JAN 2026)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including—

(1) Conditions bearing upon transportation, disposal, handling, and storage of materials;
(2) The availability of labor, water, electric power, and roads;
(3) Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
(4) The conformation and conditions of the ground; and
(5) The character of equipment and facilities needed preliminary to and during work performance.

(b) The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. (End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (DEVIATION JAN 2026)

(a) (1) Equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract.
(2) References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

(3) The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery, mechanical, and other equipment to be incorporated into the work.

(1) When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment.

(2) When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work.

i. When requesting approval, the Contractor shall provide appropriate and required information concerning the material or articles.
ii. When directed to do so, the Contractor shall submit samples for approval at the Contractor’s expense, with shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval are installed or used at the risk of subsequent rejection.

(c) Work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (DEVIATION JAN 2026)

During performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (DEVIATION JAN 2026)

(a) The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work.

(b) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence.

(c) The Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (DEVIATION JAN 2026)

(a) The Government may award other contracts for work at or near the site of the work under this contract. The Contractor shall cooperate and coordinate with—

(1) Other contractors; and

(2) Government employees.

(b) The Contractor shall adapt scheduling and performance of the work under this contract to accommodate the performance of other contractors. The Contractor's scheduling and performance shall not delay or interfere with the performance of work by other contractors or Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (DEVIATION JAN 2026)

(a) The Contractor shall preserve and protect structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed, and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so. If any limbs or branches of trees are broken during contract performance, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage and, in the event of damage resulting from non-compliance with this contract or failure to exercise reasonable care in performing the work, shall promptly repair existing improvements and utilities at or near the work site, on adjacent property of a third party, and on or near transportation paths and routes. The Contractor shall repair any damage, including those that are the property of a third party.

(c) If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (DEVIATION JAN 2026)

(a) The Contractor shall confine all activities and operations on site to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) (1) Temporary buildings (e.g., storage sheds, shops, offices) and utilities—

i. May be erected by the Contractor only with the approval of the Contracting Officer; and

ii. Shall only be built with labor and materials furnished by the Contractor without additional expense to the Government.

(2) The temporary buildings and utilities are the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.

(3) The temporary buildings and utilities may be abandoned and need not be removed, with written consent of the Contracting Officer.

The Contractor shall, as prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. (End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (DEVIATION JAN 2026)

(a) The Government has the right to take possession of or use any completed or partially completed part of the work.

(1) Before taking possession of or using any work, the Contracting Officer will furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use.

(2) Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract.

(3) The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b)

(1) While the Government has such possession or use, the Contractor is relieved of the responsibility for the loss of or damage to the work resulting from the Government’s possession or use, notwithstanding the terms of the clause in this contract entitled “Permits and Responsibilities”.

If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly. (End of clause)

52.236-12 CLEANING UP (DEVIATION JAN 2026)

(a) The Contractor shall keep the work area, including storage areas, in a clean, neat, orderly condition, and free from accumulations of waste materials.

(b) Before completing the work, the Contractor shall remove from the site any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government.

(End of clause)

52.236-13 ACCIDENT PREVENTION (DEVIATION JAN 2026)

(a) The Contractor shall provide and maintain work environments and procedures which will—

(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) Avoid interruptions of Government operations and delays in project completion dates; and

(3) Control costs in the performance of this contract.

(b) In addition, for contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall——

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910 ; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d)

(1) If the Contracting Officer becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer will notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action.
(2) This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required.
(3) After receiving the notice, the Contractor shall immediately take corrective action.
(4) If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop-work order issued under this clause. (End of clause)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (DEVIATION JAN 2026)

(a) The Government will make all reasonably required utilities available to the Contractor from existing outlets and supplies, as specified in the contract.

(b) Unless otherwise provided in the contract, the Contractor shall pay for all utility costs.

(c) The Contractor, at its expense and in a workmanlike manner, shall install and maintain all necessary temporary connections, distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges.

Before final acceptance by the Government, the Contractor shall remove the temporary connections, distribution lines, meters, and associated paraphernalia. (End of clause)

52.236-17 LAYOUT OF WORK. (DEVIATION JAN 2026)

(a) The Contractor shall lay out its work from Government-established base lines and benchmarks provided on the drawings.

(b) The Contractor shall be responsible for all measurements in connection with the layout.

(c) The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required for the layout.

(d) The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer.

(e)

(1) The Contractor shall be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them.

(2) If such marks are destroyed by the Contractor, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (DEVIATION JAN 2026)

(a) The Contractor shall keep at the site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto.

(b) Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

(1) In case of difference between drawings and specifications, the specifications shall govern.

(2) In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing.

(3) Any adjustment by the Contractor without such a determination shall be at its own risk and expense.

(c) The Contracting Officer will furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(d) (1) Words, such as, “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import when used, in the specifications or on the drawings are intended to mean the “direction”, “requirement”, “order”, “designation”, or “prescription”, of the Contracting Officer.
(2) Words, such as, “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by”, or ‘acceptable to”, or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.

(e) Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place”, that is “furnished and installed”.

(f) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(g) (1) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review.
(2) Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission.

(h) The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor.

(1) Any work done before such approval shall be at the Contractor's risk.

(2) Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with paragraph (i) of this clause.

(i) (1) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission.
(2) If the Contracting Officer approves any such variation, the Contracting Officer will issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor

(End of clause)

52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (DEVIATION JAN 2026)##

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract.

(b) The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(c) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.

(d) The Contractor shall be and remain liable to the Government, in accordance with applicable law, for all damages to the Government caused by the Contractor's negligent performance of any of the services provided under this contract.

(e) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(f) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): https://www.acquisition.gov/content/regulations. For clauses incorporated by reference with "DEVIATION" use the FAR Overhaul section of the website.

(End of clause)

52.252-6 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)

1452.203-70 RESTRICTIONS ON ENDORSEMENTS (JUL 1996)

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

(End of clause)

1452.215-70 EXAMINATION OF RECORDS BY THE DEPARTMENT OF THE INTERIOR (APR 1984)

For purposes of the Examination of Records by the Comptroller General clause of this contract (FAR 52.215–2(d)), the Secretary of the Interior, the Inspector General, and their duly authorized representative(s) from the Department of the Interior shall have the same access and examination rights as the Comptroller General of the United States.

(End of clause)

1452.228-70 LIABILITY INSURANCE. (JUL 1996)

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

$__200,000_____ each person*

$__500,000_____ each occurrence*

$___20,000_____ property damage*

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

*These amounts to be set by the Contracting Officer

(End of clause)

End of Section I

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE
1	Design Build RFP
2	Plans
3	Geologic Memo
4	Hydraulic Tech Memo
5	Hydroanalysis Modeling Report
6	Final Project Program
7	Aquatic Resources Delineation Report
8	Statement of Findings – Wetland and Floodplain
9	Basis of Design
10	Integrated Pest Management Plan
11	Wage Determination UT20260022
12	Proposal Submission Package

End of Section J

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

SIGNATURE EXTENSION

If the Offeror is a partnership or a joint venture, all partners or joint venture representatives are required to sign as Contractors. Signatures shall be provided below:

Name:_____ Name:_____

Title: _____ Title: _____

PROVISIONS INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are incorporated by reference (by Citation Number, Title, and Date) per the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to a clause's full text.

52.201-1 ACQUISITION 360: VOLUNTARY SURVEY (SEP 2023)

(a) All actual and potential offerors are encouraged to provide feedback on the pre-award and debriefing processes, as applicable. Feedback may be provided to agencies up to 45 days after award. The feedback is anonymous, unless the participant self-identifies in the survey. Actual and potential offerors can participate in the survey by selecting the following link: https://www.acquisition.gov/360.

(b) The Contracting Officer will not review the information provided until after contract award and will not consider it in the award decision. The survey is voluntary and does not convey any protections, rights, or grounds for protest. It creates a way for actual and potential offerors to provide the Government constructive feedback about the pre-award and debriefing processes, as applicable, used for a specific acquisition.

52.204-8 [RESERVED]

52.204-24 [RESERVED]

52.204-26 [RESERVED]

52.204-29 [RESERVED]

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2025)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed $7 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has ☐ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not ☐ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not ☐, more than 90-days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of Provision)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (DEVIATION MAY 2026)

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

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

(1) __The Offeror certifies that–

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

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

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

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

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

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

i. An inability to certify compliance.

ii. An inability to conclude compliance.

iii. A statement about compliance concerns.

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

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

(d) Do not submit an offer unless—

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

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

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

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

Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification. (End of Provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (DEVIATION JAN 2026)

(a) *Definitions*. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern—

(1)Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2)Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of

the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is _237990_____
(2) The small business size standard is __45M_____

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

i. Is set aside for small business and has a value above the simplified acquisition threshold;

ii. Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

iii. Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations.
(1) The offeror represents as part of its offer that—
(i) it □ is, □ is not a small business concern; or

(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is, □ is not a women-owned small disadvantage business concern.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(5) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror is certified as a SDVOSB concern]. The offeror represents as part of its offer that it □ is, □ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.]

(6) HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that it □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business

Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

52.223-1 BIOBASED PRODUCT CERTIFICATION MAY 2024 (DEVIATION MAY 2026)

As prescribed in 23.108(c)(1), insert the following provision:As required by the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8101(4)) and the Energy Policy Act of 2005 (7 U.S.C. 8102(a)(2)(F)), the Offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture at https://www.biopreferred.gov/resources/categories.html to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the Offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements. (End of Provision)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if–

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It ☐ is, ☐ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption (Offeror shall select one) from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of Provision)

52.236-28 [RESERVED]

End of Section K

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are incorporated by reference (by Citation Number, Title, and Date) per the provision at FAR "52.252-1 PROVISIONS INCORPORATED BY REFERENCE" in Section L of this contract.

Federal Acquisition Regulation: https://www.acquisition.gov/far/
Department of the Interior Acquisition Regulation (CFR, Title 48, Chapter 14): http://www.ecfr.gov/cgi-bin/text-idx?SID=46fff09635987db3af784ea3c7efc2e0&mc=true&tpl=/ecfrbrowse/Title48/48cfrv5_02.tpl#1400 For provisions incorporated by reference with "DEVIATION" use the FAR Overhaul section of the website.

See FAR 52.252-1 for an internet address (if specified) for electronic access to a clause's full text.

52.204-7	SYSTEM FOR AWARD MANAGEMENT (DEVIATION APR 2026)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (NOV 2021)
52.222-5	CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (DEVIATION MAY 2026)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of Provision)

52.225-10 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 proposal guarantee in the proper form and amount, by the time proposals are due, may be cause for rejection of the proposal.

(b) The Offeror shall furnish a proposal guarantee in the form of a firm commitment, *e.g.,* proposal 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 proposal guarantees, other than proposal bonds—

(1) To unsuccessful Offerors as soon as practicable after the contract award; and

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

(c) The amount of the proposal guarantee shall be 20% percent of the total proposal price or $3,000,000 whichever is less.

(d) If the successful Offeror, upon acceptance of its proposal 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 Offeror, the Contracting Officer may terminate the contract for default.

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

(End of Provision)

52.228-17 INDIVIDUAL SURETY – PLEDGE OF ASSETS (BID GUARANTEE) (FEB 2021)

(a) Offeror shall obtain from each person acting as an individual surety on a big guarantee-

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) The Offeror shall include with its offer the information required at paragraph (a) of this provision within the timeframe specified in the provision at FAR 52.228-1, Bid Guarantee, or as otherwise established by the Contracting Officer.

(c) The Contracting Officer may release the security interest on the individual surety's assets in support of a bid guarantee based upon evidence that the offer supported by the individual surety will not result in contract award.

(End of Provision)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (JUL 2013)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management.

(1) The solicitation number (or other procurement identification number).

(2) The offeror's name and remittance address, as stated in the offer.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.

(5) The offeror's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of Provision)

52.233-2 SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR (JUL 1996) (DEVIATION)

(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 _Contracting Officer_____.

1 Denver Federal Center
Building 50
Denver Service Center
Denver, CO 80225

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

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

(End of Provision)

52.252-1 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): https://www.acquisition.gov/content/regulations

(End of Provision)

52.252-5 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)

1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION—DEPARTMENT OF THE INTERIOR (APR 1984)

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

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the Offeror, or its Subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

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

(c) The Offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the Offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(a) Information in a proposal identified by an Offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the Offeror as a result of or in connection with submission of the proposal, the Government

shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

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

(c) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the Offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an Offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the Offeror had intended to mark, but that markings were omitted from the Offeror's proposal due to clerical error.

(End of Provision)

SPECIAL INSTRUCTION: SITE VISIT

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

(b) An organized site visit has been scheduled for—

_____To Be Determined_____

(c) Participants will meet at—

_____To Be Determined_____

INSTRUCTIONS FOR THE SUBMISSION OF OFFERS AND OTHER INFORMATION – COMPETITIVE SOURCE SELECTION – TWO PHASE PROCESS

A. GENERAL

1. Information to offerors (ITO) and Instructions for Proposal Preparation: The Government has no obligation to reimburse an offeror for any proposal costs. The following instructions cover the preparation and submittal of the offeror’s proposal for this solicitation. The offeror’s proposal must include all data and information as requested by this Solicitation and must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated in the Solicitation and all attachments in Section J. Nonconformance with the instructions provided in this information to offerors may result in an unfavorable proposal evaluation. The response shall consist of two (2) volumes: Phase I Volume I – Technical, Past Performance and required documentation, and Phase II, Volume I – Technical and Volume II – Business and Price Documentation. By submission of an offer, the Offeror unconditionally assents to the terms and conditions in this solicitation and in any solicitation attachments. Proposals offering any alternative stipulations to the requirements of this solicitation will not be considered or accepted. The listed parts and subparts must be submitted via email, no other form of proposal documents will be accepted by this Contracting Office. Failure to meet this requirement may result in an offer being determined non-responsive.

2. Proposals shall comply with the format, content, and submission instructions contained in this solicitation. Offerors should carefully review this section and its relationship to section "M" prior to commencing proposal preparation.
3. Process: The Government shall conduct the source selection process in accordance with FAR 36.303 and the Two-Phase Design-Build selection procedures. One solicitation will be issued covering BOTH phases with an amendment to the solicitation being issued at the conclusion of phase I to the successful offerors who are selected to proceed to phase II solicitation.
   a) Phase I: The Government will evaluate phase I proposals against the phase I evaluation criteria as set forth in this solicitation in order to determine the most highly qualified offerors in accordance with FAR 36.3. Anticipated maximum of up to three (3) offerors shall be selected to move forward to receive the Phase II solicitation.
   b) Phase II: The Government will notify the selected phase II offerors and request submission of phase II proposal that addresses the phase II evaluation criteria. The Government will only accept proposals from invitation only offerors for Phase II of this procurement.
4. Estimated Budget for Design and Construction Costs **The design and construction costs will be subject to the funds available for this project. The total base contract budget for CLINs 001 through 002 is $17.5M**. Offerors are notified that they are under no obligation to submit pricing that matches this budget amount. However, the Government may not be able to make an award if the budget for this project is exceeded. Any options above and beyond the budgeted amount for the base contract will depend on water levels at the time of contract award, as well as available funding.

B. OVERVIEW- DESIGN BUILD

The Government is looking for ways to streamline construction, manage labor and other resource constraints to reduce costs and achieve an aggressive schedule in executing the contract to meet the NPS's program goals of faster project execution at lower cost, while taking advantage of industry standards, means and methods. This procurement is being conducted using the two phase, best value design-build selection process in accordance with FAR Subpart 36.3. Only those successful Offerors from Phase I will be invited to submit proposals in response to the Phase II Request for Proposals (RFP). The purpose of Phase I is to seek qualifications proposals based on relevant and recent past performance as well as the design-build Offeror's approach to the project with respect to the anticipated role of the selected designer of record and its organization structure. Proposals will be evaluated in Phase I of the two phase design-build selection procedure in accordance with the evaluation criteria denoted herein. Interested firms or joint venture entities (referred to as "Offerors") submit certain specified performance capability proposals, demonstrating their capability to successfully execute design-build under the contract resulting from this solicitation. The Government will evaluate the qualifications in accordance with the criteria described below and will short-list no more than three (3) of the Phase I Offerors to compete for the contract award in Phase II.

In Phase II, the Government will provide existing conditions information and the Request for Proposal (RFP) package to the short-listed Offerors who will be requested to submit proposals for the work in accordance with the Scope of Services. In Phase II, the Contracting Officer will award one fixed price contract to the Offeror whose proposal offers the best overall value to the Government, considering the price and non-price factors described in Phase II.

In the event of conflict or inconsistency between any portion of this contract, precedence shall be given in the following order:

- Betterments: Any portions of the accepted proposal which both conform to and exceed the requirements of the solicitation.
- The requirements of the solicitation.
- All other elements of the accepted proposal.
- Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are deliverables under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

Challenges:

- The successful design-build team will need creative solutions to address the following challenges:
- Completion by a set end date.
- Constrained site e.g., isolated location, very limited local material sourcing, technically challenging means and methods in water work, etc.
- The inherently politically and environmentally sensitive nature of the project.
- Construction during normal park visitor season.
- Managing the budget to achieve acceptable levels of quality in the completed project.

Partnership:

The degree of success of this project will depend largely upon the nature of the relationship between the Contractor and the Government. The Government's intent is to work with the Contractor as an integrated team with common goals of improving quality and productivity and achieving cost savings and other economies and efficiencies across the full spectrum of performance. To the greatest degree possible, the Government intends to adopt commercial practices to accomplish these goals. The Contractor shall determine specific work methods that satisfy the performance-based requirements in the contract. The Government expects the Contractor to participate with the Government in continuous improvement activities and proactively address risks and challenges to project success.

Special Requirements:

The Contractor shall be responsible for providing professional design services unless this responsibility is expressly excluded from the contract. In the performance of such work, the Contractor shall be responsible for retaining licensed design professionals, who shall sign and seal all drawings, calculations, specifications and other submittals that the licensed professional prepares. The Contractor shall be responsible for the adequacy and completeness of all professional design services provided under this contract.

This contract is intended for the sole benefit of the parties, no person shall be deemed a third-party beneficiary of this contract. Notwithstanding the foregoing, the Contractor shall include in all subcontracts that require professional design services express terms establishing NPS as a third-party beneficiary.

The Contractor is responsible for coordinating all activities of subcontractors. This responsibility includes coordination of the preparation of shop drawings produced by different subcontractors where their work interfaces or may potentially conflict or interfere, and the installation of such work; scheduling of work by subcontractors; and use of the project site for staging and logistics.

If the Contractor performs any of the work prior to notifying and receiving direction from the Contracting Officer, the Contractor shall assume full responsibility for correction of such work, and any fees or penalties that may be assessed for non-compliance.

C. QUESTIONS

Pre-proposal questions shall be submitted a minimum of 14-days prior to the due date and time for proposals. Submit questions only though email to both of the following:

Contracting Officer, Tony Jasper, Anthony_jasper@ios.doi.gov

D. OFFER DUE DATE AND LOCATION

To be considered for award, proposals must be received no later than the date and time noted in Block 13.a of the SF 1442 contained in this solicitation. Offerors are responsible for confirming their proposals are received by the due date and time.

D. SUBMISSION REQUIREMENTS

1. Proposals shall be submitted via email. Proposals submitted via any means other than email shall not be accepted.
2. Proposals shall be sent to all of the following:

   Contracting Officer, Tony Jasper, Anthony_jasper@ios.doi.gov

CS_DSC_Proposal_Submission@nps.gov

3. Title subject line for all proposal submissions shall contain the solicitation number, Park-PMIS, and number of total emails, per the following example:

   Subject: 140P2026R0011, GLCA 318878, email x of x

4. Submit proposal in separate volumes. Submit Phase I proposal as PHASE I - VOLUME I and, if selected, submit Phase II as PHASE II -VOLUME I and PHASE II – VOLUME II. Both are required to be submitted in the FORMATS specified, containing CONTENTS required. Each volume shall be submitted in separate email attachments. Submit only Phase I requirements. Phase II will be by invitation only at a later date.
5. Size limitations:
   a. Individual email attachments shall be no larger than 38 MB.
   b. Each email shall be no larger than 100 MB.
6. Offerors shall verify receipt of proposals.

E. PHASE I, VOLUME I, TECHNICAL PROPOSAL – FORMAT, ORGANIZATION, CONTENTS

1. FORMAT: Submit (1) one electronic copy. No hard copies shall be submitted.
2. ORGANIZATION: Include folders and files for electronic formats named as follows:

   SF1442, block 19 and block 20 – Amendment Acknowledgment only and signature. DO NOT include price.

   FACTOR 1 – GENERAL TECHNICAL APPROACH TO DESIGN-BUILD

   FACTOR 2 – TECHNICAL QUALIFICATIONS

   FACTOR 3 – PAST PERFORMANCE

3. CONTENTS:

   SF1442, block 19 and block 20 – Amendment Acknowledgment only and signature. DO NOT include price.

   FACTOR 1 – GENERAL TECHNICAL APPROACH TO DESIGN-BUILD

   Offerors shall submit a written narrative, not exceeding 6 pages, concerning its approach to the Design-Build process. This written narrative shall address the offeror's Design-Build philosophy and design intent. The narrative may cover areas such as the overall design philosophy of the offeror; the Offeror's approach to the challenge of public architecture and issues encountered; the role of the designer during construction, and the commitment to sustainable designs.

   Submit a general description of the tasks involved in the design build process and the approach the Offeror will take for design and construction administration. Include a discussion on how the Offeror intends to maximize the benefits of the design build process. Discuss the involvement of the design members of the Offeror's team during construction including how design and construction members will interface during construction. Also discuss how design review comments will be incorporated and submittals will be addressed during construction.

   Describe your approach to quality control. Provide a description of the control system to be used to manage the design and construction schedule, and the management system to control the quality of materials and constructed products. Describe how the quality management system(s) will interact between the design and construction functions and how it will be updated and monitored. Also describe how the system will address non- compliance issues of design and construction and how the system will facilitate strategic interaction with the Denver Service Center.

Describe your approach to project management. Provide a description of how your firm will manage design and construction, project costs and schedule. Identify potential risk factors, special issues or problems and their impact on the delivery of this specific Project. Explain the approach to mitigate those project specific risks, issues, or problems.

FACTOR 2 – TECHNICAL QUALIFICATIONS

The Offeror's construction and design entity should each demonstrate recent, relevant experience on similar projects, using the Project Experience Questionnaire or the SF 330 AE Qualifications form. Offeror may identify private, state, and local government projects that are similar to the Government's requirements. If the Offeror is a joint venture, limited liability corporation or integrated design-build firm provide experience information for design and construction, demonstrating the experience of each proposed design and construction entity as is relevant to their proposed role on this project. Submit projects that are currently well underway or completed and turned over no longer than ten (10) years preceding the date of this solicitation. If any firm has multiple functions or divisions, limit the project examples to those performed by the division or unit submitting the offer or by the team member. Design firms may list prime contractors they have worked for or government, private or commercial customers. The Offeror shall select the design firm(s). If projects were design-build, so identify them. Both the prime contractor and the design firm(s) shall each submit no more than two (2) projects. If the designer and general contractor are the same entity, then the limit is two (2) projects.

Projects will be considered similar to this procurement if they are similar in complexity, type, scope or magnitude. The projects submitted should include the following criteria in the same format listing as below.

i. Design and Construction of roadway, parking areas, and boat ramp (including in-water construction).
ii. Work in environmentally sensitive areas and remote locations.
iii. Work in areas with ongoing client operations and public users.
iv. Typical project size should reflect similar project characteristics of this requirement.
v. Additionally, projects should reflect similar features in terms of technical complexity and schedule goals.

The Offeror should explain any previous teaming arrangement between the current team members, if not described in the project list. Describe team members' experience, if not included on the project list. Offeror may describe design-build experience on other types of projects.

There is no page limitation for this factor.

FACTOR 3 – PAST PERFORMANCE

There is no page limitation for this factor. Offerors are encouraged to submit Past Performance information for the same projects submitted under Technical Qualifications (Factor 2) using the attached Past Performance Questionnaire. Information may be regarding the offeror's firm and/or its proposed Subcontractors performing key trades and other construction activities. Subcontractor past performance will only be considered if it correlates to the work the Subcontractor will be performing on this requirement. If available, offerors may submit a Contractor Performance Assessment Reporting System (CPARS) evaluation report in lieu of the Past Performance Questionnaire. Submittal process for the Past Performance Questionnaire is as follows:

1. Complete sections I and II only of the attached Past Performance Questionnaire and forward to your client reference. The reference shall be someone who was substantially involved with the project and can provide a complete, objective assessment of your performance. Direct them to complete and submit the survey to the address and point of contact in paragraph B above by the due date and time for proposal receipt; and
2. Submit copies of the questionnaire that you forwarded to your references with their point of contact information in this proposal Volume I.

End of Phase I, Volume I – Technical Proposal Requirements

E. PHASE I VOLUME II, BUSINESS PROPOSAL

Do not submit detailed design or pricing in Phase I proposal. An offer guarantee is not required for Phase I.

1. FORMAT: Submit (1) one electronic copy. No hard copies shall be submitted.
2. ORGANIZATION: Include the following information:

   COVER LETTER

   SF 1442

   AMENDMENTS

   SECTION K REPRESENTATIONS AND CERTIFICATIONS

   JOINT VENTURE AGREEMENT (IF APPLICABLE)

3. CONTENTS:
   Cover Letter: Provide a cover letter on the Offeror's letterhead identifying a single point of contact, address, phone number(s), and an email address where NPS inquiries, notices, and correspondence should be directed. Identify the following for both the Prime Construction Contractor and A/E: Company name, CAGE, UEI, physical address, POC email, POC phone number.

   Standard Form (SF – 1442): Solicitation Offer and Award Standard Form 1442, Solicitation, Offer, and Award, (Construction, Alteration, or Repair): Complete blocks 14 through 20C only. An official having the authority to contractually bind the offeror's company must sign the SF-1442 in accordance with the procedures prescribed in FAR Part 4.102. The joint venturer's name, address, a signature of the official that can bind the firm and a telephone number shall appear in the lower left corner of the title page of any document/volume to be evaluated. All members of the joint venture shall sign the SF 1442 unless a written agreement by the joint venture is furnished with the proposal designating one firm with the authority to bind the other member(s) of the joint venture. In addition, a copy of the joint venture agreement shall be submitted with the proposal.

   AMENDMENTS: Acknowledge all solicitation amendments using one of the methods set forth in Block 11 of Standard Form 30.

   SECTION K REPRESENTATIONS AND CERTIFICATIONS: Submit completed copies for Representations and Certifications per Provision 52.204-8, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment Provision 52.204-24, Information Regarding Responsibility Matters Provision 52.209-7, and Violation of Arms Control Treaties or Agreements-Certification Provision 52.209-13 shown in Section K of this solicitation. Complete all required representations and certifications if they are not available at www.SAM.gov. Your firm must maintain current, active registration at www.SAM.gov to be eligible for award. In accordance with FAR 4.1102, Offerors are required to be registered in www.SAM.gov at the time an offer is submitted.

   JOINT VENTURE AGREEMENT: If the entity providing an offer in response to this solicitation is a Joint Venture, provide all documentation related to the Joint Venture, including but not limited to a signed Joint Venture Agreement, and any SBA review or approval documentation.

F. PHASE II, VOLUME I, TECHNICAL PROPOSAL

4. Do NOT submit Phase II requirements unless requested to upon completion of Phase I evaluation.

   The Government may grant a stipend of $35,000 to each unsuccessful Offeror that is selected to move forward to Phase II to assist in the development of the design solution. The winning Offeror will not receive the stipend. It is important to note that no stipend will be paid as part of Phase I of the procurement. To qualify for the stipend,

unsuccessful Offerors must have submitted a timely and responsive Phase II proposal, which includes a Technical Proposal that meets all the minimum requirements for each Technical Evaluation Factor and a Price Proposal. Offerors that submit incomplete or unacceptable proposals are not eligible for a stipend;

Submissions shall be provided using 12-point font with 1" margins. The Phase II page limitation for Volume I, technical proposal, is **60-pages,** including all graphs, pictures, and informational packets. Not included in the page count are table of contents, section dividers, cover pages, title pages, resumes and the schedule. Required contents of the submission package are detailed below.

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

5. ORGANIZATION: Include folders and files for electronic formats named as follows:

   FACTOR 1 – DESIGN CONCEPT

   FACTOR 2 – KEY PERSONNEL

   FACTOR 3 – SCHEDULE

6. CONTENTS:

   FACTOR 1 – DESIGN CONCEPT

   The Offerors shall submit information describing proposed project and means and methods for design and construction. Provide conceptual design to a level sufficient to support the technical approach and schedule of the design and construction activities for NPS evaluation. Elements may include conceptual site layout, or other supporting technical data to best illustrate the offer's intent. The Offeror shall identify what it considers to be betterments. Betterments may be given additional consideration during the evaluation process, provided they are within the ceiling limit identified in the solicitation. The information shall include, at a minimum, the following:

   i. Access Roadway
      1. Proposed design approach for alignment, geometry, drainage, and surfacing to ensure safe and efficient public access.
      2. Consideration of site constraints, environmental protection measures, and long-term durability of the roadway section.
      3. Construction sequencing and traffic control measures that minimize disruption to park visitors and natural resources.
   ii. Parking Area
      1. Proposed layout efficiency, circulation, and accommodation of a mix of vehicle types (e.g., passenger vehicles, trailers).
      2. Stormwater management strategies, grading, and surfacing materials to ensure longevity and minimize maintenance.
      3. Integration of accessibility, signage, and safety features consistent with federal standards.
   iii. Boat Ramp
      1. Technical soundness of proposed design (slope, width, surface treatment, and load capacity) to accommodate intended boating uses.
      2. Approach for managing construction in a waterfront/marine environment, including sediment control, water quality protection, and compliance with environmental permits.
      3. Durability and maintenance considerations to ensure long-term functionality in variable water levels and weather conditions.
   iv. Integration and Innovation
      1. The degree to which the Offeror demonstrates understanding of how the three components (roadway, parking, ramp) will function together as a unified system for visitor access.
      2. Innovative design and construction methods that improve sustainability, reduce environmental impacts, or enhance visitor safety and experience.
   v. Feasibility and Risk Mitigation
      1. Realism and clarity of the proposed design-build approach, including sequencing, phasing, and constructability.

2. Identification of potential risks (e.g., geotechnical, hydrological, permitting) and soundness of proposed mitigation strategies.

FACTOR 2 – KEY PERSONNEL

Qualifications of key personnel of proposed team to complete the design and construction services for this requirement. Submit documentation for each key individual **identified in Section H** of this solicitation indicating their qualifications for performing design build projects or for projects with technically the same or similar work as required by the project. All personnel proposed are subject to substitution requirements contained in this solicitation. However, key personnel shall be available throughout the duration of the contract. There is no preprinted form for this submittal.

Provide an organizational chart that demonstrates the hierarchical structure for the prime and all planned subcontractors. If a subcontractor has not been selected yet, list the major work the subcontractor will be responsible for.

NOTE: If one individual will be fulfilling multiple roles during the project, demonstrate how that individual meets the experience and expertise separately for EACH position.

Please limit each resume to a maximum of two pages each.

FACTOR 3 – SCHEDULE

Submit proposed construction schedule showing completion within the required period of performance contained in this solicitation **with accompanying schedule narrative**. It is recommended, but not required, to submit your schedule in MS Project Gantt Chart format. For evaluation purposes only, **assume an NTP date of January 1, 2027**, and include specific activities required for this project showing a clear critical path with major milestones and applicable predecessor activities that display: (1) clear and efficient critical path and logical sequencing; (2) account for procurement lead-time, subcontractor/trade coordination, on-site storage and staging, resource and time constraints. In accompanying narrative, explain schedule logic, critical path activities, and key considerations and constraints. There is no preprinted form for this submittal.

End of Phase II, Volume I – Technical Proposal

G. PHASE II, VOLUME II, BUSINESS AND PRICE PROPOSAL – Format, Organization, Contents (by invitation only)

1. FORMAT: Submit one (1) electronic copy. No hard copies shall be submitted;
2. PRICE RANGE ESTIMATE: In accordance with FAR 36.204 Disclosure of the magnitude of construction projects, the estimated price range for this project is:

   (a) More than $10,000.000.
3. ORGANIZATION: Include a Table of Contents with tabs for hard copy formats and folders and files for electronic formats named as follows:

   SF 1442

   AMENDMENTS

   SECTION B CONTRACT PRICE SCHEDULE

   SF 24 BID BOND

   SECTION K REPRESENTATIONS AND CERTIFICATIONS

   GENERAL REFERENCES

SUBCONTRACTING PERCENTAGE WORKSHEET

SMALL BUSINESS SUBCONTRACTING PLAN

4. CONTENTS

SF 1442: Standard Form 1442, Solicitation, Offer, and Award, (Construction, Alteration, or Repair): Complete blocks 14 through 20C only. An official having the authority to contractually bind the Offeror's company must sign the SF 1442 in accordance with the procedures prescribed in FAR 4.102.

AMENDMENTS: Acknowledge all solicitation amendments using one of the methods set forth in Block 11 of SF-30.

SECTION B CONTRACT PRICE SCHEDULE: Enter the proposed dollar amount for each line item in the Price Schedule, including any optional items, if applicable. The successful offeror will be required to provide a Schedule of Values after contract award.

SF 24 BID BOND: Submit Standard Form 24, Bid Bond duly executed between the Offeror and the bonding company.

SECTION K REPRESENTATIONS AND CERTIFICATIONS: Your firm must maintain current, active registration at www.SAM.gov to be eligible for award. In accordance with FAR 4.1102 Offerors are required to be registered in www.SAM.gov at the time an offer is submitted. Additionally, Offerors must confirm that they are or are not a foreign person as defined in 52.229-11.

GENERAL REFERENCES: Complete and submit the attached "General References," form. Information will be used in determining Responsibility pursuant to FAR 9.103.

LIMITATIONS ON SUBCONTRACTING FORM: Complete the “Limitations on Subcontracting” form included in the proposal submission package.

End of Phase II, Volume II – Business and Price Proposal Requirements

SECTION M – EVALUATION FACTORS FOR AWARD

A. BASIS FOR AWARD

1. A source selection process will be utilized by the Government in accordance with FAR 36.3 for a Two-Phase Design Build selection procedure with Phase II using the Best Value Continuum Tradeoff Process defined at FAR 15.1 as required in FAR 36.303-2. The Contracting Officer will obligate and award a contract to the Offeror who submits a proposal the Source Selection Authority (SSA) determines conforms to solicitation requirements; is fair and reasonable; and provides the best value to the government considering all evaluation factors as detailed below. For this acquisition, the CO is the SSA.

    a. In accordance with FAR 36.3, the Government will evaluate Phase I proposal(s) against Phase I evaluation criteria set forth to determine the most highly qualified offerors. A maximum of three offerors shall be selected and notified to move forward in submission for Phase II.

    b. The selected Phase II offerors will be notified by the Government. The Government will request submissions of Phase II proposal that fully addresses the Phase II evaluation criteria listed.

    c. The proposals for Phase II shall be submitted in two separate volumes. Volume I shall include Phase II non-price evaluation factors. Volume II shall include offerors Business and Price proposal portion, as stated previously, the Government will utilize FAR 15.1 using the Best Value Continuum Tradeoff Process.

    d. The evaluation/rating of an offeror's Phase 1 proposal will NOT be considered during the Phase 2 evaluation. Phase 2 will be completely independent of Phase 1.

    e. It is important to note that Phase 1 will be conducted under FAR 36.3, while Phase 2 will be conducted under FAR 15.

2. If there are perceived benefits of accepting a higher priced proposal, the Government may accept other than lowest priced if it merits the price differential.

3. Additionally, pursuant to FAR 52.215-1(f), Contract Award, contained herein:

    - The Government may reject any or all proposals if such action is in the Government's interest.
    - The Government may waive informalities and minor irregularities in proposals received.
    - The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the CO later determines them to be necessary.

B. EVALUATION PROCESS

In each phase of the process, all proposals will be conducted in strict confidence. The number and identities of the offerors and proposal contents will only be revealed only to the individuals involved in the evaluation process. No information will be revealed to other offerors. The Government will evaluate non-price factors using an adjectival rating system (Exceptional, Very Good, Satisfactory, Marginal, Unsatisfactory) based on the strengths, weaknesses, deficiencies, and risks identified in each proposal. Price will be evaluated for reasonableness and realism but will not receive an adjectival rating. The Contracting Officer may establish a competitive range and conduct discussions with offerors in that range if determined to be in the Government's best interest. The evaluation will be conducted in accordance with FAR Part 15 and the criteria set forth in this section. The evaluation process is as follows:

Phase I Volume I – Non-Price Proposal:

All Phase I Volume I factors are listed in descending order of importance.

1. RELATIVE IMPORTANCE

    TECHNICAL PROPOSAL

FACTOR 1 – GENERAL TECHNICAL APPROACH TO DESIGN BUILD: Acceptable offers shall demonstrate their philosophy and design intent that is appropriate and applicable for this project as well as establish that the management process will result in a cohesive and collaborative team effort. This discussion of philosophy and design intent may include such topics as the parameters of an overall design philosophy; the Offeror's approach to the challenge of public architecture and related issues; and commitment to integrated and sustainable design. Offeror's proposed general technical approach for to design-build effort will be evaluated to determine the approach's feasibility, benefits and drawbacks, and potential for successful design and construction completion.

FACTOR 2 – TECHNICAL QUALIFICATIONS: Technical qualifications that comply with applicable contract requirements; are realistic, appropriate, and efficient; and demonstrate logic and scope understanding present lower levels of risk and will be more favorably rated. Approaches not demonstrating these attributes present higher levels of risk and will be less favorably rated.

FACTOR 3 – PAST PERFORMANCE: Submit Past Performance information for the same projects submitted under Technical Qualifications (factor 2) using the attached Past Performance Questionnaire. Information may be regarding the Offeror's firm and/or its proposed Subcontractors performing key trades and other construction activities. Subcontractor past performance will only be considered if it correlates to the work the Subcontractor will be performing on this requirement.

Past Performance Evaluations/Documentation shall address the following three items.

(i) Recency: Recency is generally expressed as a time period during which past performance references are considered relevant and is critical to establishing the relevancy of past performance information.

(ii) Relevance: In establishing what is relevant for the acquisition, consideration should be given to those aspects of an offeror's history of contract (or subcontract) performance that would provide the most context and give the greatest ability to measure whether the offeror will successfully satisfy the current requirement. Common aspects of relevancy include, but are not limited to, the following: similarity of product/service/support, complexity, dollar value, contract type, use of key personnel (for services), and extent of subcontracting/teaming.

(iii) Quality: The past performance evaluation conducted in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts.

Requirements for considering history of small business utilization are outlined at FAR 15.304(c)(3)(ii). The Past Performance Evaluation will review all past performance information collected and determine the quality of the offeror's performance, general trends, and usefulness of the information.

End of Phase I, Volume I – Technical Proposal

PHASE II, VOLUME I TECHNICAL PROPOSAL – BY INVITATION ONLY

1. RELATIVE IMPORTANCE: All Phase II Volume I factors are listed in descending order of importance. All technical factors, when combined, are approximately equally important to price.

FACTOR 1 – DESIGN CONCEPT The Government will evaluate the strengths, weaknesses, and deficiencies in the presented technical approach and if it demonstrates a comprehensive understanding of the requirements identified in the RFP. The Government will evaluate the clarity and strength of the proposed initial design concepts presented. Proposals that present a more complete design with logic and details for the proposed design will be more highly rated. the requirements identified in the RFP. The Government will evaluate the clarity and strength of the proposed initial design concepts presented. Proposals that present a more complete design with logic and details for the proposed design will be more highly rated.

FACTOR 2 – KEY PERSONNEL The Government will evaluate the required information to determine how well the Offeror identifies and demonstrates that its key personnel meet or exceed minimum qualifications necessary, which includes previous satisfactory experience in similar type work, to manage, control and perform the design, and to perform construction. Experience, professional certifications, awards, and other pertinent information will be examined. The Government will evaluate whether designer of record is registered, experienced and qualified and that permit

preparers are qualified in the jurisdiction. Key personnel demonstrating (1) capability in same or similar key personnel (see Section H) positions on successful relevant projects of similar scope and magnitude to this solicitation; (2) strong technical knowledge and skill required for this solicitation; and (3) effective problem solving, communication, coordination, and organization present lower levels of risk and will be more favorably rated. Those not demonstrating these attributes present higher levels of risk and will be less favorably rated. The Government will also evaluate the clarity and strength of the overall organization and how well it is organized, structured and staffed to effectively manage, control, administer and execute the integrated design and construction operations, quality control program and subcontracts for the entire scope of work. This factor will be rated as Unsatisfactory if the Offeror has not selected and committed to use its design firm(s). Joint venture participants' contribution to the organization should be commensurate with their skills and background.

FACTOR 3 – SCHEDULE Construction schedules and accompanying narratives that effectively and clearly define a critical path, coherent sequencing, and incorporate considerations for procurement lead times, permitting, coordination of subcontractors and trades, on-site storage, staging, resource availability, and time constraints, while showcasing risk reduction strategies and timely project completion within the specified performance period, will be deemed lower risk and receive higher evaluations. Schedules that fail to exhibit these characteristics will be considered higher risk and evaluated less favorably.

End of Phase II, Volume I – Technical Proposal

PHASE II, VOLUME II PRICE PROPOSAL – BY INVITATION ONLY

FACTOR 6 – PRICE PROPOSAL In accordance with the FAR, the price proposals submitted by offerors will not be assigned point scores or adjectival ratings but will be evaluated for price reasonableness and realism as stipulated in FAR 15.404-1. The price proposal will serve as a key indicator of the offeror's understanding of the solicitation requirements and will be used to assess the feasibility and effectiveness of the offeror's approach to managing and performing the work.

Offerors shall submit the price proposal as a distinct volume, separate from all other submission volumes, ensuring no pricing information is included in the previous technical performance volumes. Any pricing information found in non-price volumes will be removed prior to evaluation to maintain the integrity of the process, as required by FAR 15.305.

Price proposals will be evaluated for reasonableness, ensuring the proposed costs are fair and align with market conditions (FAR 15.404-1(b)). Additionally, the Government will consider the offeror's proposed cost in relation to the skills, disciplines, and job difficulty required to meet the project's objectives, conducting a cost realism analysis if deemed necessary under FAR 15.404-1(d)(3).

The evaluation will focus on determining the best value to the Government, balancing price with the offeror's demonstrated capability to successfully execute the project requirements.

SPECIAL PROVISION 1: EVALUATION OF OPTIONS

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

(End of Provision)

End of Section M