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Section A - Solicitation/contract form

PROJECT TITLE: Replacement of Security Fence and Gate Replacement

SITE LOCATION: Chickamauga and Chattanooga National Military Park, Fort Oglethorpe, Georgia

NOTICE TO PROSPECTIVE OFFEROR'S

SUBMISSION OF DOCUMENTS: Your offer must include the following Sections and Forms:

SF-1442, SOLICITATION, OFFER AND AWARD. PLEASE NOTE: The SF-1442 must be signed, and dated, and Blocks 14 through 20c must be completed.

SF-1442, ITEM 17, Offeror is cautioned to review acceptance time stated in Item 13d before completing this item. Proposals offering less than specified time will cause proposal to be rejected.

SECTION B, Price Schedule ("**ALL" Pricing shall be submitted with attachment 0004**)

SECTION K, REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

OFFERS SHALL BE SUBMITTED VIA EMAIL ONLY TO: yanick_bard@ios.doi.gov

This project's magnitude is between $25,000.00 and $100,000.00.

PERFORMANCE/PAYMENT BONDS - Successful offeror will be required to furnish Performance and Payment bonds on Standard Forms 25 and 25A based on total contract amounts in the following ranges: 100% performance bond, 100% payment bond. Offerors understand that the Government will inspect, accept, and possess the completed work and release the bonding when the work is completed and accepted under FAR 28.203-5.

There will be a site visit scheduled on **July 1, 2026 at 1:00 P.M ET. See site visit instructions in Section L.14 of this document.**

All questions regarding this solicitation must be submitted in writing to the Contracting Officer. Questions must be submitted by **July 3, 2026 at 1:00 P.M. ET.** Questions submitted after this time may **NOT** be considered.

Proposals are due on July 10, 2026 at 5:00 P.M. ET.

Section B – Bid schedule

The Contractor should provide all labor, parts, tools, equipment, supervision, and all incidentals as necessary for the Replacement of Security Fence and Gate Replacement, Chickamauga and Chattanooga National Military Park, Fort Oglethorpe, Georgia.

Section C – Specifications/Drawings

C.1 The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified). To perform to the Statement of Work, included as Attachment 0002 an accordance with the Contract Documents:

Attachment 0002, Statement of Work

Section D – Packaging and marking

D.1 Payment of Postage and Fees

The Contractor shall pay all postage and fees related to submitting documents to the Contracting Officer (CO) or the Contracting Officer's Representative (COR).

D.2 Marking

All documents submitted to the Contracting Officer or Contracting Officer's Representative shall clearly indicate the Contract Number of the contract for which the information is being submitted.

Section E – Inspection and acceptance

E.1 Notice Listing Contract Clause Incorporated By Reference

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

Number	Title	Date
52.246-12	Inspection of Construction	Aug 1996
52.246-13	Inspection-Dismantling, Demolition, or Removal of Improvements	Aug 1996

Section F – Deliveries or performance

F.1 Notice Listing Contract Clause Incorporated By Reference

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

Number	Title	Date
52.236-15	Schedules for Construction Contracts	Apr 1984
52.242-14	Suspension of Work	Apr 1984

Section G – Contract administration data

G.1 Contracting Officer's Representative(s) for this contract will be:

To Be Determined at time of Award

G.2 Contract Officer responsible for administering this contract:

Yanick Bard, Contracting Officer
National Park Service
100 S.W. Alabama Street, Atlanta, Georgia 30303
Email: yanick_bard@ios.doi.gov

G.3 Technical Direction

The performance of the work required in this contract shall be subject to the COR's technical direction and surveillance. As used in this contract, "technical direction" is direction to the Contractor that requires pursuit of certain lines of inquiry, filing in detail or otherwise serving to accomplish the contract specifications. The technical direction, to be valid:

(a) Must be issued in writing consistent with the general scope of the work stated in the contract;
(b) May not constitute a new assignment of work changes to the expressed terms, conditions, or specifications incorporated into this contract; it shall not constitute a reason to extend the contract delivery schedule.

Nothing contained in this part authorizes the Contractor to incur costs that exceeds the contract price or other limitation of funds stated in the contract due to extra work performed in response to informal directions, suggestions, or instructions (oral or written) given by the CO's representatives, unless before commencing the work, the Contractor: 1) directly notifies the CO; 2) requests a formal contract modification; and 3) receives written authorization to proceed from the CO.

G.4 Correspondence

Any correspondence initiated by the Contractor shall include the Contract Number and shall be addressed to the CO (original and one copy) at the address provided in the clause entitled "Contractor administration".

G.5 Job Site Administration

The COR will be available at the site to inspect the work as it progresses. The COR is not authorized to make technical decisions or give technical directions; the Contractor or the Contractor's Superintendent must contact the COR regarding such decisions and directions.
The Contractor shall have a competent superintendent (the Contractor's Superintendent) who is (i) deemed acceptable to the Government; (ii) authorized to act on the Contractor's behalf; and (iii) to be present on the job site at all times when contract work is being performed.

G.6 1452.201-70 Authorities and Delegations (Sep 2011)

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

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

(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)

Section H – Special Contract Requirements

H.1 Generic Gender Terminology

Except where stipulated by the Federal Acquisition Regulations, the use of terms such as he, she, his, and her are not to beinterpreted as implying other than neutral gender terms such as “it” or “their”.

H.2 Safety

The Contractor is responsible for establishing and maintaining compliance with all applicable laws, regulations, rules, and standards,including without limitation, those regulations, rules, and standards, promulgated for the administration and enforcement of the following laws: the Occupational Safety and Health Act (OSHA) or Federally approved State equivalent(s); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) as amended by Superfund Amendments and Reauthorization Act (SARA); Emergency Planning and Community Right-to-Know Act (EPCRA); Clean Air Act (CAA); Clean Water Act (CWA) and Toxic Substances Control Act (TSCA); and Solid Waste Disposal Act (SWDA), as amended by Resource Conservation and Recovery Act (RCRA).

H.3 Progress Meetings

(a) The Contractor shall be available to meet with the CO or his or her representative at the job site during construction to discuss work progress.

(b) Meetings will be scheduled by the CO with timely notification to the Contractor.

At the progress meetings, the Contractor shall give the CO progress reports on the project. If the work is behind schedule, the Contractor must (i) discuss the work and any causes of work delay(s); (ii) present a plan to bring the work back into conformance with the schedule; or, if necessary (iii) to propose a revised work schedule.

H.4 Operation of Facility During Construction

Construction activities must not interrupt the facility’s function and daily operations during construction. Contractor must coordinate with the COR for any temporary measures. All temporary measures employed shall be at the Contractor’s expense and shall be removed upon completion of the contract.

H.5 Work Hours

Normal work hours are from 7:30 a.m. through 4:00 p.m., Monday through Friday. Contractor will not be permitted to work at the job site on Saturday, Sunday, or legal holidays unless the CO authorizes otherwise.

H.6 Use of Premises

(a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened, or operated on Government land or lands administered by the Government, written permission shall be obtained through the CO. A camp is interpreted to include the campsite or trailer parking area of any employee working on the project for Contractor. The permission, if granted, will be without charge to Contractor.

(b) Unless provided otherwise, the Contractor shall provide and maintain sanitation facilities for the workforce at the site. Solid waste shall be disposed of under applicable federal, state, and local regulations.

H.7 Maximum Work Week

The maximum workweek that will be approved is 40 hours. The Contractor's proposed hours of work are to include daily starting and stopping times.

H.8 Disposal

The contractor shall follow all standards in the specification and drawings.

H.9 Contractor Employees

a) The Contractor shall furnish sufficient personnel to perform, supervise and manage all work.

b) The Contractor employees shall conduct themselves in a proper, efficient, courteous, and business-like manner.

c) The Contractor shall remove from the site any individual whose continued employment the CO deems to be contrary to public interest or inconsistent with the National Park Service's policies.

H.10 Permits

Contractor shall, without additional expense to the government, obtain all appointments, licenses, and permits required to perform work under this contract. Contractor will provide evidence of all permits and licenses to the CO before the work begins and will always display them on the job site.

H.11 Quality of Work

Workmanship shall be of the highest quality and the best trade practices. Contractor shall conform to all requirements of the state and county code, ANSI A 10.6, and applicable codes of the National Fires Protection Association. All replacement materials shall conform to the manufacturer specifications and

standards. Substitute items shall be equal to or better that the original material and must be approved by the Government.

H.12 Completion of Work

The time stated for completion of the project includes all materiel procurement, payroll records, corrections of all discrepancies (Punch List Items), and final clean up on premises as stated in the clause "Commencement, Prosecution and Completion of Work", FAR 52.211-10 (APR 1984) Section F.

H.13 Material Approval Submittals

All submittals shall be transmitted using National Park Service form CM-SPE form that will be made available to the Contractor. No action will be taken on a submittal item unless accompanied by the CM-SPE transmittal form.

H.14 Archeological Findings

Petroglyphs, artifacts, burial grounds or remains, structural features, ceremonial, domestic, and archeological objects of any nature, historic or prehistoric, found in the construction area, are the property of and will be removed and only by the Government.

Should Contractor's operations uncover, or his or her employees find any archeological remains, Contractor shall suspend operations at the discovery site; notify CO immediately of the findings; and continue operation in other areas. Included with the notification shall be a brief statement of the location and details of the findings. Should the temporary suspension of work at the site result in delays, or the discovery site require archeological studies resulting in delays or additional work for the contractor, he or she will be compensated by an equitable adjustment under the Contract's General Provision.

H.15 DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP) (Feb 2021)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP). "Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

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

The contractor must submit to the CO and the COR the payroll for the general contractor and any applicable sub-contractors and an updated schedule.

The contractor must us 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 instruction via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippcustomersupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to follow the requirement to use IPP for submitting invoices for payment the Contractor must submit a waiver request in writing to the Contracting Office with its proposal or offer.

(End of Local Clause)

H.16 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 has implemented the Contractor Performance Assessment Reporting System (CPARS) to follow this regulation. One or more past performance evaluations will be conducted to record your contract performance as FAR 42.15 requires.

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.

3) We request that you give the Contracting Officer (CO) 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 calendar days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

4) When your Contractor Representative(s) (Past Performance Points of Contact) 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 http://www.cpars.csd.disa.mil/. The CPARS User Manual, registration for Online Training for Contractor Representatives, and a practice application may be found at this site.

5) Within 60 days after a performance period ends, the CO will complete an interim or final past performance evaluation, and the report will be accessible at http://www.cpars.csd.disa.mil/.

   a) Contractor Representatives may then provide comments in response to the evaluation or return the evaluation without comment.

   b) Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance.

   c) In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions.

   d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a

statement in Block 22, you will be unable to sign and submit the evaluation back to the Government.

e) If you do not sign and submit the CPARS in 30 days, it will automatically be returned to the Government and will be annotated: "The report was received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

f) Your response is due within 30 calendar days after receiving the CPARS.

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 submit the form through CPARS, contact the Contracting Officer 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 7 calendar days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30- 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 clause)

Section I – Contract clauses

I.1 52.252-2 Clause 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 address: http://www.acquisition.gov.

(End of clause)

Clause	Title	Date
1452.203-70	Restriction on Endorsements	Jul 1996
1452.215-70	Examination of Records by the Department of the Interior	Apr 1984
1452.224-1	Privacy Act Notification (July 1996) Deviation	Jul 1996
1452.236-70	Prohibition Against Use of Lead-based Paint	Jul 1996
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	June 2020
52.203-7	Anti-Kickback Procedures	Jun 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020
52.203-16	Preventing Personal Conflicts of Interest	Jun 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Nov 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentialityor statements	Jan 2017
52.204-9	Personal Identify Verification of Contractor Personnel	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Nov 2025
52.204-13	System for Award Management Maintenance	Nov 2025
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, orProposed for Debarment	Jan 2025
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Oct 2018
52.209-12	Certification Regarding Tax Matters	Oct 2025
52.215-2	Audit and Records–Negotiation	Jun 2020
52.215-8	Order of Precedence–Uniform Contract Format	Oct 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	Aug 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	Jun 2020
52.216-24	Limitation of Government Liability	Apr 1984

52.219-6	Notice of Total Small Business Set-Aside	Nov 2020
52.219-8	Utilization of Small Business Concerns	Jan 2025
52.219-14	Limitation on Subcontracting	Oct 2022
52.219-28	Post-Award Small Business Program Representation	Jan 2025
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-3	Convict Labor	Jun 2003
52.222-4	Contract Work Hours and Safety Standards -Overtime Compensation	May 2018
52.222-5	Construction Wage Rate Requirements - Secondary Site of the Work	May 2014
52.222-6	Construction Wage Rate Requirements	Aug 2018
52.222-7	Withholding of Funds	May 2014
52.222-8	Payrolls and Basic Records	Jul 2021
52.222-9	Apprentices and Trainees	Jul 2005
52.222-10	Compliance with Copeland Act Requirements	Feb 1988
52.222-11	Subcontracts (Labor Standards)	May 2014
52.222-12	Contract Termination-Debarment	May 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	May 2014
52.222-14	Disputes Concerning Labor Standards	Feb 1988
52.222-15	Certification of Eligibility	May 2014
52.222-21	Prohibition of Segregated Facilities	Apr 2015
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)	Feb 1999
52.222-26	Equal Opportunity	Sept 2016
52.222-27	Affirmative Action Compliance Requirements forConstruction	Apr 2015
52.222-35	Equal Opportunity for Veterans	Jun 2020
52.222-36	Equal Opportunity for Workers with Disabilities	Jun 2020
52.222-37	Employment Reports on Veterans	Jun 2020
52.222-50	Combating Trafficking in Persons	Oct 2025
52.222-54	Employment Eligibility Verification	Jan 2025
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	Jan 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	Jan 2022
52.223-3	Hazardous Material Identification and Material SafetyData	Feb 2021
52.223-5	Pollution Prevention and Right-to-Know Information	May 2024
52.223-23	Sustainable Products and Service (Deviation Feb 2025)	May 2024
52.225-9	Buy American – Construction Materials	Oct 2022
52.225-10	Notice of Buy American Act Requirement – Construction Materials	May 2014
52.225-11	Buy American-Construction Materials under Trade Agreements	Nov 2023
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2021
52.226-1	Utilization of Indian Organizations and Indian Owned	

	Economic Enterprises	Jun 2000
52.226-7	Drug-Free Workplace	May 2024
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
52.228-11	Individual Surety – Pledge of Assets	Feb 2021
52.228-12	Prospective Subcontractor Requests for Bonds	Dec 2022
52.228-14	Irrevocable Letter of Credit	Nov 2014
52.228-15	Performance and Payment Bonds - Construction	Jun 2020
52.229-3	Federal, State, and Local Taxes	Feb 2013
52.229-11	Tax on Certain Foreign Procurements - Notice and Representation	Jun 2020
52.229-12	Tax on Certain Foreign Procurements	Feb 2021
52.232-5	Payments under Fixed-Price Construction Contracts	May 2014
52.232-16	Progress Payments	Nov 2021
52.232-17	Interest	May 2014
52.232-23	Assignment of Claims	May 2014
52.232-27	Prompt Payment for Construction Contracts	Jan 2017
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Mar 2023
52-233-1	Disputes	May 2014
52.233-3	Protest after Award	Aug 1996
52.233-3	Protest after Award – Alternate 1	Jun 1985
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.236-2	Differing Site Conditions	Apr 1984
52.236-3	Site Investigation and Conditions Affecting the Work	Apr 1984
52.236-5	Material and Workmanship	Apr 1984
52.236-6	Superintendence by the Contractor	Apr 1984
52.236-7	Permits and Responsibilities	Nov 1991
52.236-8	Other Contracts	Apr 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	Apr 1984
52.236-10	Operations and Storage Areas	Apr 1984
52.236-11	Use and Possession Prior to Completion	Apr 1984
52.236-12	Cleaning Up	Apr 1984
52.236-13	Accident Prevention	Nov 1991
52.236-14	Availability and Use of Utility Services	Apr 1984
52.236-17	Layout of Work	Apr 1984
52.236-21	Specifications and Drawings for Construction	Feb 1997
52.236-28	Preparation of Proposals Construction	Oct 1997
52.243-4	Changes	Jun 2007
52.243-5	Changes and Changed Conditions	Apr 1984

52.244-6	Subcontracts for Commercial Products and Commercial Services	Oct 2025
52.246-21	Warranty of Construction	Mar 1994
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Apr 2012
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)	Apr 2012
52.249-10	Default (Fixed-Price Construction)	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991

I.2 1452.204-70 Release of Claims – Department of the Interior (Jul 1996)

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

(End of Clause)

I.3 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:

1. Worker's compensation and employer's liability: $500,000

2. General Liability: $100,000 each person and $500,000 each occurrence

3. Property Damage: $1,000,000

(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 before 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 before beginning the work.

(c) The Contractor shall name the United States, National Park Service, as the insured party(ties) on the liability insurance policy.

(End of clause)

L.4 1452.236-71 Additive or Deductive Items - Department of the Interior (Jul 1996)

So that the Government may obtain the most desirable features of work within the limit of its funds available at time of bid evaluation, award may be made to the bidder having the lowest total of the base

bid and a combination of additive and deductive items. All bids shall be evaluated on the basis of the same additive and deductive bid items using the order of priority of the items listed in the schedule.

(End of provision)

L.5 52.216-1 Type of Contract (Nov 2025)

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

(End of provision)

L.6 52.216-23 Execution and Commencement of Work (Apr 1984)

Execution and Commencement of Work (Apr 1984)

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than To Be Determined. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

(End of clause)

I.7 52.216-25 Contract Definitization (Nov 2025)

(a) A **firm fixed price** definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a fixed price proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is [insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data]:

_____

_____

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

Alternate I (Apr 1984). In letter contracts awarded on the basis of price competition, add the following paragraph (d) to the basic clause:

(d) The definitive contract resulting from this letter contract will include a negotiated Firm Fixed Price [insert "price ceiling" or "firm fixed price"] in no event to exceed_____ [insert the proposed price upon which the award was based].

L.8 52.252-4 Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows: **None**

(End of clause)

L..9 52.252-6 Authorization Deviations in Clauses (Nov 2020)

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

AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any Federal 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)

Section J – List of attachments

Attachment Number	Attachment Title	Date	Numberof Pages	Document Version
0001	Sol Clause 140P5126Q0027	6/16/2026	48	BASE
0002	Specifications/Construction Documents	6/8/2026	4	BASE
0003	Wage Determination	1/23/2026	4	BASE

Section K – Representation, certifications, and other statements of offerors

Contractors must have a completed and updated Online Representation and Certifications Application on SAM.gov.

K.1 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 Proposal 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 proposal or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): http://www.acquisition.gov/far

Clause	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sept 2024
52.223-1	Biobased Product Certification	Nov 2025
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts (Nov 2025)	

K.2 52.204-20 Predecessor of Offeror (Aug 2020)

(a) Definitions. As used in this provision–

Commercial and Government Entity (CAGE) code means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA)
Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the

predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three
years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):
Predecessor CAGE code:_____
(or mark "Unknown"). Predecessor legal name:_____
.(Do not use a "doing business as" name).

(End of provision)

K.3 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services— Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot

permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
(i) For covered equipment—
(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
(ii) For covered services—
(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

K.4 52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting

for Certain Telecommunications and Video Surveillance Services or Equipment.
(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) Representation. The Offeror represents that it □ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

K.5 52.209-5 Certification Regarding Responsibility Matters (Aug 2020)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals–
(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.
(1) Federal taxes are considered delinquent if both of the following criteria apply:
(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(2) Examples.
(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a

hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
(ii) The Offeror has □ has not □, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.6 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113- 235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that–
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered

suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
(b) The Offeror represents that–
(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K.7 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)

K.8 52.209-13 Violation of Arms Control Treaties or Agreements-Certification (Nov 2021)

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

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

__ (1) The Offeror certifies that–

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in

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

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

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

(d) Do not submit an offer unless—

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

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

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

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

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

(End of provision)

K.9 52.211-6 Brand Name or Equal (Aug 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by-

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

K.10 52.215-6 Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, □ intends, □ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:
Place of Performance (Street Address, City, State, County, ZIP Code)
Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

(End of provision)

K.11 52.219-1 Small Business Program Representations (Feb 2024)

(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.

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-

(1)

(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran or;

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

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, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) 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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); 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 paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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 _____ **238990**.

(2) The small business size standard is **$19 million**.

(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 small disadvantaged business concern as defined in 13 CFR 124.1001.

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

(4) *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:* __.]

(5) *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:* __.]

(6) *Veteran-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

(7) *SDVOSB concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.*] The offeror represents as part of its offer that it □ is, □ is not an SDVOSB concern.

(8) *SDVOSB joint venture eligible under the SDVOSB Program*. [*Complete only if the offeror represented itself as a SDVOSB concern in paragraph (c)(7) of this provision*]. 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:*__.]

(9) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) 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 shall provide representation of its HUBZone status.

(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, shall-

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

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

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

(End of provision)

K.12 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026)

(a) Definitions. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

Section L - Instructions, conditions and notices to offerors

L.1 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 Proposal 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 proposal or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): http://www.acquisition.gov/far

Clause	Title	Date
52.204-7	System for Award Management	Nov 2024
52.204-16	Commercial and Government Entity Code Reporting	Aug 2020
52.215-1	Instructions to Offerors – Competitive Acquisition	Nov 2021
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	Oct 2025
52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements.	May 2014
52.232-13	Notice of Progress Payments	Apr 1984

L.2 Magnitude of Construction Project

Per the requirements of FAR 36.204, the project range is estimated to be between $25,000.00 and $100,000.00.

L.3 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 lnformation 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 lnformation 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."

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

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial 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.

(f) 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.

L.4 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)

L.5 52.222-5 Construction Wage Rate Requirements - Secondary Site of the Work (May 2014)

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

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

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

(End of provision)

L.6 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.

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.

(c) 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)

L.7 52.228-1 Bid Guarantee (Sept 1996)

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

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

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

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

(c) The amount of the bid guarantee shall be <u>20 percent</u> of the bid price or <u>shall not exceed $3 million</u>, whichever is less.

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

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

(End of clause)

L.8 52.228-17 Individual Surety – Pledge of Assets (Bid Guarantee) (Feb 2021)

(a)Offerors shall obtain from each person acting as an individual surety on a bid 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)

L.9 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)

L.10 52.233-2 Service of Protest Department of the Interior (Sept 2006) (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:

Yanick Bard
Email; yanick_bard@ios.doi.gov
Contracting Officer
Department of Interior, National Park Service
Contracting Operations (ConOps) East

(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)

L.11 52.236-27 Site Visit (Construction) - Alt I (Feb 1995)

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

(b) **An organized site visit has been scheduled for;**

July 1, 2026 at 1:00 P.M ET

Although not mandatory, it is highly recommended that contractors attend the site visit to better comprehend the project.

(c) Participants will meet at:
Location: Chickamauga and Chattanooga National Military Park, Fort Oglethorpe

Address: 269 Dyer Road, Chickamauga, Ga 30707

Point of Contact will be:
Anthony Saieva

Contracting Officer Representative (COR)
Chickamauga and Chattanooga National Military Park
Fort Oglethorpe, Georgia
Phone: (706) 866-9241x134
Email: anthony_saieva@nps.gov

L.12 52.252-3 Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows: **None**

(End of clause)

L.13 52.252-5 Authorization Deviations in Provision (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 Federal 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)

L.14 Inquires (Asking Questions)

To ensure Offerors' questions are adequately addressed and appropriate action taken prior to submission of offer, questions **MUST** be received in **WRITING via electronic mail (email) by July 3, 2026 5:00 p.m. ET** or the due date shown in the latest amendment. Questions and/or comments received after this time may or may not be addressed prior to the RFP closing date.

L.15 Instruction to Offeror's for Proposal Submission

Offeror is required to submit, at a minimum, an offer that conforms to the solicitation documents. Technical proposal, Past Performance and a Price proposal is due with offeror's submission. By submission of its offer in accordance with the instructions provided in this Section, the offeror unconditionally assents to the terms and conditions in this solicitation document and in any attachments hereto.

Unless this solicitation document expressly authorizes alternate proposals with respect to specific terms or conditions of the solicitation, an objection to any of the terms and conditions of this solicitation document shall constitute a deficiency that will render the offer unacceptable.

The proposals shall be organized into three (3) volumes; each volume of the proposal shall be a separate volume attachment. A cover sheet shall precede volume, clearly marked with volume number, title, solicitation number and the offeror's name, address, and SAM UEI number:

Volume Section/Title
I Technical Proposal
II Past Performance
III Price Proposal

The following information is essential in the ability of the offeror to submit a complete and responsive Proposal:

1. Standard Form 1442, Request for Proposals: Complete blocks 14 through 20C (**All proposal pricing for this solicitation shall be provided on attachment 0004 - Price Schedule**). An official having the authority to contractually bind the offeror's company must sign the Standard Form 1442 (SF 1442) **(No proposal pricing shall be affixed to SF 1442 of this solicitation)** in accordance with the procedures prescribed in FAR 4.102.

2. **Acknowledgement of Amendments:** Offeror shall acknowledge all solicitation amendments in block 19, Standard Form 30.

3. Offeror must provide detailed specific information. Failure to provide sufficient information so that the evaluation team cannot discern if the offeror has a thorough understanding of the work in question may lead to the offeror receiving an unacceptable rating. Information provided for Technical capability/approach and past performance should be relevant to this requirement as outlined in the Specifications (Construction Document), Drawings, and all other supporting documents. The offeror's proposal shall include a safety or protection plan that's specific to this type of Project, not generic in nature, and provide a construction sequence. After contract award and before the pre-construction conference, an accident prevention plan is required. Offerors should carefully review this section and its relationship to Section M prior to commencing proposal preparation.

The Government reserves the right to award without Discussions with offerors (except clarifications as described in FAR 15.306(a)); therefore, the offeror's initial proposal should be clear and complete and contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if later deemed necessary. The Government further reserves the right to reject any or all offers if such action is in the Government's best interest.

4. **SAM Registration and Section K, Representations, Certifications and Provisions:** To be eligible for award, offerors must have an active SAM record (System for Award Management) at http://www.sam.gov at the time of award, including the completed "Reps & Certs" section within their online active SAM record and that they have been updated within the last 12 months. **Offeror's must provide their UEI number and Cage Code for their SAM registration.**

5. **Buy American Act Notice:** Complete as applicable. Follow printed instructions on notice (see SectionL.7, 52.225-10 "Notice of Buy American Requirement- Construction Materials").

6. **Clarification of Requirement:** Prospective offerors should carefully examine the solicitation and fully inform themselves as to the conditions and matters which can in any way affect the work or the costs thereof. Should a prospective offeror find discrepancies in, or omissions from, the solicitation or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the contracting officer and obtain clarification prior to submitting an offer.

7. **Signature of Proposal:** The person signing the proposal must have the authority to commit the offeror to all the provisions of the offer, recognizing that the Government has the right, by the

terms of this Request for Proposal, to make an award without further discussions, if it so elects per FAR 52.215-1.

8. **Email proposals to the attention of, Yanick Bard, Contracting Officer, yanick_bard@ios.doi.gov.**
This is the only method accepted.

9. **Proposals are due July 10, 2026 at 1:00 P.M. ET (Proposals received after the due date and time shall not be considered)**

10. Offeror is required to fill out and include provisions 52.204-24(d)(1) & (2) and 52.204-26(c)(1) & (2) with their submitted proposal unless the offeror has responded "does not" in their annual SAM representation at 52.204- 26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(ii) of 52.212- 3, Offeror Representations and Certifications.

NOTE: It is the responsibility of the offeror to verify that any emailed proposals have been delivered to the Contract Officer listed above on or before the closing date and time.

L.16 Responsibility Determination

(g) It is the general policy of the Department of the Interior that contract shall be awarded only to contractors determined to be responsible in accordance with Part 9 of the Federal Acquisition Regulations (FAR). Noncontract shall be awarded to any person or firm unless the Contracting Officer first makes an affirmative determination that the prospective contractor is responsible within the meaning of FAR Part 9.

(h) Before making a determination of responsibility, the Contracting Officer shall have in their possession or obtain information sufficient to satisfy themselves that a prospective contractor currently meets the minimum FAR Part 9 standards.

(a) In accordance with Section 9.104 of the Federal Acquisition Regulations, award of a contract will be subject to the Contracting Officer's determination that the offeror meets the following minimum standards for performing the work:

(1) Has adequate financial resources;
(2) Is able to meet the required delivery or performance dates;
(3) Has a satisfactory performance record;
(4) Has the organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
(5) Has a satisfactory record of integrity and business ethics;
(6) Has the necessary production and technical equipment and facilities or the ability to obtain them;
(7) Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Section M - Evaluation factors for award

M.1 Evaluation Factors for Award

A. General Considerations. For the evaluation, the proposals will be evaluated under the following areas of consideration: price, technical ability/approach, relevant past performance. The Government intends to evaluate proposals and award on initial proposals. Therefore, the offeror's initial proposal shall contain the offeror's best price. If multiple line items are priced, each line item will be evaluated to ensure that balanced pricing exists. If the line items are determined to be unbalanced for the offeror that presents the lowest priced technically acceptable proposal, the Government will allow that offeror the opportunity to balance the line items before award. If the offeror cannot, or chooses not to, balance the line items, the Government shall deem the offeror's proposal as unacceptable. In addition to the evaluation of the proposal for award determination, the Government may consider your past performance from data obtained from other sources.

B. Basis for Award. Award will be made to the selected contractor on the basis of the "best value" Lowest Price Technically Acceptable proposal that the Government determines can best satisfy the objectives and requirements of this Request for Proposal, in a manner most advantageous to the Government. The documents that each offeror submitted in response to the instructions for preparing the proposal will receive a thorough evaluation. Offeror's must convey to the Government that they are capable to accomplish the work in a coordinated and timely fashion, such that all the needs of the requirement will be accomplished.

Respondents are required to address the acceptable/unacceptable Technical Factor as follows: Lowest Price Technically Acceptable Evaluation Process.

The Government will evaluate all technical proposals on an acceptable/unacceptable basis to determine all offers that meet the minimum technically acceptable requirements. Failure to meet a requirement may result in an offer being determined technically unacceptable. An unacceptable rating for any one factor makes the entire proposal unacceptable. Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the United States Government will not reimburse any offeror for any proposal preparation costs.

The award will be based on the best overall proposal determined to be the most beneficial to the Government based on the evaluation factors. Contract will be awarded to the offeror who is deemed responsible in accordance with the FAR, as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by the solicitation).
Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.

(1) Evaluation criteria consist of factors. The proposals will be evaluated under three (3) evaluation factors: Factor 1 - Technical Ability/Approach; Factor 2 - Past Performance; Factor 3 - Price

Factor 1 - Technical Ability/Approach:

The offeror's proposal provides detailed specific information. Information provided for Technical capability/approach and past performance should be relevant to this requirement as outlined in the Specifications, Drawings, and all other supporting documents. The offeror's proposal shall include a safety/protection plan, and construction sequence to be able to complete this project. Failure to provide sufficient information so that the evaluation team cannot discern if the offeror has a thorough understanding of the work in question may lead to the offeror receiving an unacceptable rating.

Sub-factor: Management Approach: The contractor's management approach clearly specifies how the contractor will accomplish all of work within the contracting requirements. The contractor's approach clearly defines the contractor's ability to satisfy the Government's minimum requirements, for the demolition, renovation and refinishing the visitor center building structure, as indicated on the specification construction documents.

Sub-factor: Quality Control Plan: The Quality Control Plan clearly demonstrates that the contractor will be able monitor and control environmental pollution and contamination as required by regulations and laws and be able to detect and correct unacceptable work performance within the timeframe specified by the Government.

Factor 2 – Past Performance

Evaluation: This factor evaluates the past performance of the Offeror to determine the offeror's relevant and recent performance on the same or similar requirements.

To be recent, the effort must be ongoing or must have been performed during the past three (3) years from the date of issuance of this solicitation. Past performance information that fails to meet this condition will not be evaluated. To be relevant, the effort must be similar in nature of work, size, and scope. The Government will conduct an in-depth evaluation of all recent performance information obtained to determine if it is the same or similar in nature of work, size, and scope to the services/products being procured under this solicitation.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance as described under FAR 15.305 (a)(2)(iv).

Factor 3 – Price

Proposed pricing will be evaluated for fair and reasonableness. Reasonableness will be determined considering comparison of proposed prices received in response to the solicitation and Comparison of proposed prices with the independent Government estimates (IGE). Proposed pricing that differs significantly from the competition or IGE may be reviewed to assess potential performance risk and the offeror's understanding of contract requirements. If multiple contract line items are included in the price schedule, prices will be evaluated to determine whether any line items are unbalanced. Offerors are cautioned to distribute costs appropriately.

TECHNICAL RATINGS:

Technical Acceptable/Unacceptable Ratings	
Rating	**Description**

Acceptable	Proposal clearly meets or exceeds the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

PAST PERFORMANCE RATING:

Past Performance Acceptable/Unacceptable Ratings	
Adjectival Rating	**Description**
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Unacceptable	Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

All of the above Evaluation Criteria will be evaluated on an "Acceptable/Unacceptable" basis.
In order to receive an Acceptable for Factor 1 (Technical), the sub-factors must receive an Acceptable.
In order to receive an Acceptable for Factor 2 (Past Performance), the factor must receive a rating of Acceptable.

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)

The Government reserves the right to reject any or all proposals if such action is deemed in the best interest of the Government.