SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140P8526R0007	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 05/19/2026	PAGE 1 OF 48 PAGES

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0044035864	6. PROJECT NO.

7. ISSUED BY CODE PPO

NPS, PWR - SF/SEA MABO
333 Bush Street
Suite 500
San Francisco CA 94104

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL	a. NAME Juan Roman	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 617-939-1144

SOLICITATION

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

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

The National Park Service, Contracting Operation West, is seeking a qualified construction firm to address multiple disciplines at Golden Gate NRA, Stinson Beach. Work will include the demolition of existing Lifeguard Tower and Cafe, as structure has exceeded its useful life. Replace with new code-compliant facility providing same program (NPS ocean rescue and separate cafe concession). Demolish wood-framed structure including hazardous materials abatement, build new concrete and wood foundations, wood framed structure, plumbing, electrical and mechanical systems, finishes, new accessible boardwalk and paths, dining patio, and warm-shell for future cafe. All work to be completed in accordance with the attached specification.

The estimated magnitude of this requirement is between $1,000,000 and $5,000,000.

11. The contractor shall begin performance within 10 calendar days and complete it within 456 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** _____ ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1700 ***(hour)*** local time 06/19/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

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

OFFER *(Must be fully completed by offeror)*

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

CODE FACILITY CODE

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

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

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

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

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

26. ADMINISTERED BY PPO

NPS, PWR - SF/SEA MABO
333 Bush Street
Suite 500
San Francisco CA 94104

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

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

Juan Roman

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 11/03/2027 Delivery Location Code: 0011283305 NPS, GOLDEN GATE NRA Bldg. 201, Fort Mason San Francisco CA 94123-1307 US Period of Performance: 08/03/2026 to 11/03/2027				
00010	Items 1. Base Bid Core and Shell (Kitchen, Tower & Garage) & 2. Interior Base Bid (NIC Kitchen) as detailed in the attached Specifications Part 3. Excludes items 1.22 and 1.33. Product/Service Code: Y1JZ Product/Service Description: CONSTRUCTION OF MISCELLANEOUS BUILDINGS				
00020	Items 1.22, 1.33, and 3. Wood Patio Deck, Stairs & ABAAS Ramp as detailed in the attached Specifications Part 3. Product/Service Code: Y1JZ Product/Service Description: CONSTRUCTION OF MISCELLANEOUS BUILDINGS				
00030	Bid Option A (Bath & showers) (Shower 110, 112, and 113) as detailed in the attached Specifications Part 3. Product/Service Code: Y1JZ Product/Service Description: CONSTRUCTION OF MISCELLANEOUS BUILDINGS				
00040	Bid Option B (Tower flooring) as detailed in the attached Specifications Part 3. Product/Service Code: Y1JZ Product/Service Description: CONSTRUCTION OF MISCELLANEOUS BUILDINGS				
00050	Bid Option C (Garage hoist) as detailed in the attached Specifications Part 3. Product/Service Code: Y1JZ Product/Service Description: CONSTRUCTION OF MISCELLANEOUS BUILDINGS				
00060	Bid Option D (Kitchen) as detailed in the attached Specifications Part 3. Product/Service Code: Y1JZ Product/Service Description: CONSTRUCTION OF				

Continued...

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	MISCELLANEOUS BUILDINGS				
00070	Bid Option E (Shade Sails) as detailed in the attached Specifications Part 3. Product/Service Code: Y1JZ Product/Service Description: CONSTRUCTION OF MISCELLANEOUS BUILDINGS				
00080	Bid Option F (Lightning protection) as detailed in the attached Specifications Part 3. Product/Service Code: Y1JZ Product/Service Description: CONSTRUCTION OF MISCELLANEOUS BUILDINGS				
00090	Bid Option H (Exterior handrail) as detailed in the attached Specifications Part 3. Product/Service Code: Y1JZ Product/Service Description: CONSTRUCTION OF MISCELLANEOUS BUILDINGS				
00100	Bid Option I (Wharf hydrant) as detailed in the attached Specifications Part 3. Product/Service Code: Y1JZ Product/Service Description: CONSTRUCTION OF MISCELLANEOUS BUILDINGS				
	Contracting Officer: Juan Roman, juan_roman@ios.doi.gov				

TABLE OF CONTENTS

PART I – THE SCHEDULE 8
SECTION A – SOLICITATION / CONTRACT FORM 8
SECTION B – BID SCHEDULE 8
SECTION C – SPECIFICATIONS / DRAWINGS 9
SECTION D – PACKAGING AND MARKING 9
SECTION E – INSPECTION AND ACCEPTANCE 9
52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996) 9
SECTION F – DELIVERIES OR PERFORMANCE 10
CLAUSES INCORPORATED BY REFERENCE 10
52.242-14 SUSPENSION OF WORK (APR 1984) 10
COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK 11
SECTION G – CONTRACT ADMINISTRATION DATA 11
CONTRACT ADMINISTRATION 11
CORRESPONDENCE 11
APPOINTMENT OF CONTRACTOR REPRESENTATIVE/SUPERINTENDENT 12
1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011) 12
1452.204-70 RELEASE OF CLAIMS—DEPARTMENT OF THE INTERIOR (Jul 1996) 12
CONSTRUCTION CONTRACT ADMINISTRATION 13
NOTICE TO CONTRACTORS – CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (DEC 2015) 13
ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (FEB 2021) 14
SECTION H – SPECIAL CONTRACT REQUIREMENTS 15
WAGE RATES 15
WORKERS COMPENSATION 15
SITE SPECIFIC SAFETY AND HEALTH PLAN 15
ARCHEOLOGICAL FINDINGS 16
CONDUCT OF OPERATIONS 16
KEY PERSONNEL 16
OPTION FOR ADDITIONAL SERVICES—SEPARATELY PRICED LINE ITEMS 17
SECTION I – CONTRACT CLAUSES 17

CLAUSES INCORPORATED BY REFERENCE 17
1452.203-70 RESTRICTIONS ON ENDORSEMENTS (JUL 1996) 19
1452.215-70 EXAMINATION OF RECORDS BY THE DEPARTMENT OF THE INTERIOR (APR 1984) 20
52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (OCT 2022) 21
52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020) (DEVIATION MAY 2023) 25
1452.228-70 LIABILITY INSURANCE (JUL 1996) 26
52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 26
52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020) 26
PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS 28
SECTION J – LIST OF ATTACHMENTS 28
PART IV – REPRESENTATIONS AND INSTRUCTIONS 29
SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS 29
52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) 29
52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (NOV 2021) 29
SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS 32
PROVISIONS INCORPORATED BY REFERENCE 32
OFFER AFFORDABILITY 32
SITE VISIT (CONSTRUCTION) 32
1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION—DEPARTMENT OF THE INTERIOR (APR 1984) 33
52.216-1 TYPE OF CONTRACT (APR 1984) 34
52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT – CONSTRUCTION MATERIALS (MAY 2014) 34
52.228-1 BID GUARANTEE (SEP 1996) 35
52.233-2 SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR (JUL 1996) (DEVIATION) 35
52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 36
52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020) 36
ACQUISITION 360: VOLUNTARY SURVEY 36
INSTRUCTIONS FOR THE SUBMISSION OF OFFERS AND OTHER INFORMATION – COMPETITIVE SOURCE SELECTION 37
RESPONSIBILITY DETERMINATION 42

SECTION M – EVALUATION FACTORS FOR AWARD 43

EVALUATION OF OPTIONS 47

EXERCISE OF OPTIONS 47

PART I – THE SCHEDULE

SECTION A – SOLICITATION / CONTRACT FORM

Solicitation, Offer, and Award (SF 1442) - pages 1- 4 of this package.

SECTION B – BID SCHEDULE

BID SCHEDULE

SOLICITATION NUMBER: 140P8526R0007
PARK - PMIS: 318662, 342029
DEVELOPED AREA: Golden Gate National Recreation Area (GOGA), Marin County, California
PROJECT TITLE: Replace Stinson Beach Lifeguard Tower and Cafe.

Offerors are required to submit, at a minimum, an offer that conforms to the solicitation documents with pricing for Base line items and all option line items. Failure to do so may render the proposal unacceptable. For any lump-sum line items, provide the total price only. For any unit-priced line items, provide the unit price and the extended total price. If no specific line item exists for a portion of the work, include the costs in a related item. In case of error in calculation of extended prices, the unit price governs. In case of summation error, the total corrected amounts govern. Round totals & extended prices to whole dollars. Refer to section "H" of this solicitation for additional information regarding contract options.

CONTRACT LINE ITEM NUMBER (CLIN)	CONTRACT LINE ITEM (CLI) TITLE	QTY	UNIT OF MEASURE	TOTAL PRICE
1	Items: 1. Base Bid Core and Shell (Kitchen, Tower & Garage) & 2. Interior Base Bid (NIC Kitchen) Excludes items 1.22 and 1.33.	1	LS	
2	Items: 1.22, 1.33, and 3. Wood Patio Deck, Stairs & ABAAS Ramp	1	LS	
TOTAL BASE PRICE (Contract Line Item Numbers 1 through 2) ----------				
3	Option A (Bath & showers) (Shower 110, 112, and 113)	1	LS	
4	Option B (Tower flooring)	1	LS	
5	Option C (Garage hoist)	1	LS	
6	Option D (Kitchen)	1	LS	
7	Option E (Shade Sails)	1	LS	
8	Option F (Lightning protection)	1	LS	
9	Option H (Exterior handrail)	1	LS	
10	Option I (Wharf hydrant)	1	LS	
TOTAL PRICE FOR ALL OPTIONS (Contract Line Item Numbers 3 through 10) ----------				
TOTAL PROPOSED PRICE - BASE PLUS ALL OPTIONS (Contract Line Item Numbers 1 through 10)				

All measurement and payment information is included in Division 01 Specifications Section 01 27 00 Definition of Contract Line Items.

SECTION C – SPECIFICATIONS / DRAWINGS

Work will include the demolition of existing Lifeguard Tower and Cafe, as structure has exceeded its useful life. Replace with new code-compliant facility providing same program (NPS ocean rescue and separate cafe concession). Demolish wood-framed structure including hazardous materials abatement, build new concrete and wood foundations, wood framed structure, plumbing, electrical and mechanical systems, finishes, new accessible boardwalk and paths, dining patio, and warm-shell for future cafe.

Project Location: Golden Gate National Recreation Area (GOGA), Stinson Beach, CA.

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

SECTION D – PACKAGING AND MARKING

No clauses included.

SECTION E – INSPECTION AND ACCEPTANCE

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

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

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

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

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

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

(3) Constitute or imply acceptance; or

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

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

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

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

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

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

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

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

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

(End of clause)

SECTION F – DELIVERIES OR PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE

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

52.242-14 SUSPENSION OF WORK (APR 1984)

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

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

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

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

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

(End of clause)

COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence work under this contract within ____**10**____calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than ___**456**___ calendar days after the date the Contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

SECTION G – CONTRACT ADMINISTRATION DATA

CONTRACT ADMINISTRATION

The Contracting Officer's Representative (COR) for this contract will be:

Richard Melbostad
Project Manager
Golden Gate National Recreation Area
415-289-1869
Richard_melbostad@nps.gov

The Contracting Officer (CO) with overall responsibility for this contract will be:

Juan Roman
Contracting Officer
617-939-1144
Juan_roman@ios.doi.gov

(End of Clause)

CORRESPONDENCE

Copies of all correspondence and written notices between the Contracting Officer's Representative and the Contractor shall be sent to the *Contracting Officer* at the email address below. All correspondence shall state the contract number in the subject line of the email.

Juan Roman
Contracting Officer
617-939-1144
Juan_roman@ios.doi.gov

(End of Clause)

APPOINTMENT OF CONTRACTOR REPRESENTATIVE/SUPERINTENDENT

Prior to the commencement of work under this contract, the Contractor shall provide the Contracting Officer with the name and telephone number of at least one responsible individual who will be available on a daily basis to respond to operational problems and/or emergencies. In the event the contract involves more than one subcontractor, the designated site superintendent shall be a W-2 employee of the prime contractor. The Contractor agrees that notice to the designated representative shall constitute notice to the Contractor and further agrees to be bound by any commitments or representations made by such representative.

(End of Clause)

1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011)

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

(End of clause)

CONSTRUCTION CONTRACT ADMINISTRATION

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

(End of clause)

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

1. FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
2. The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
3. We request that you furnish 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 days after award.** Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.
4. When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/.
5. Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/.
    a. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.
    b. Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.
    c. All information provided should be reviewed for accuracy prior to submission.
    d. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.
    e. Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as “Pending” with or without comments and whether or not it has been closed.

f. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

6. The following guidelines apply concerning your use of the past performance evaluation:
   a. Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.
   b. Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
   c. Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
7. If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.
8. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of Notice)

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (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. The IPP website address is: https://www.ipp.gov.

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

1. Completed copy of the COR's final Construction Payment Request Checklist (Submit only with the formal submittal to IPP)
2. Completed copy of the Pay Estimate Form (including signed certification of subcontractor payments as required by contract clause 52.232-5)
3. Completed copy of the Limitations on Subcontracting Report
4. Certified copies of Payroll Reports per Contract clause 52.222-8 Payrolls and Basic Records
5. Completed copy of the Payroll Report PII Certification sheet
6. Information required by contract clause 52.232-27, Prompt Payment for Construction Contracts
7. A copy of the current construction schedule (refer to project specification section 01 32 16)
8. A copy of the current Schedule of Values (refer to project specification section 01 32 16)

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) 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 ippgroup@bos.frb.org -or phone (866) 973-3131.

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

(End of Clause)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

WAGE RATES

Davis-Bacon Wage Rates apply for this project and are attached to this solicitation (See Section J). The project is located in *Marin County, California.*

(End of Clause)

WORKERS COMPENSATION

The Contractor is required to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of the Section 3700 of the Labor Code of the State of California. Evidence of coverage is required before commencement of project work.

(End of Clause)

SITE SPECIFIC SAFETY AND HEALTH PLAN

A site specific safety and health plan shall be prepared covering on-site work to be performed by the contractor and all subcontractors. The prime contractor shall be responsible for development, implementation, and oversight of the site specific plan. The site specific safety and health plan shall establish in detail, the protocols necessary for recognition, evaluation, and control of hazards associated with each task performed. The plan shall address site specific safety and health requirements and procedures based upon site specific conditions. The level of detail provided in the site specific safety and health plan shall be tailored to the type of work, complexity of operations to be performed, and hazards anticipated. The site specific safety and health plan shall address, in as much detail as possible, anticipated tasks, their related hazards, and anticipated control measures.

As work proceeds, the site specific safety and health plan shall be adapted to new situations and new conditions. Changes and modifications to the accepted site specific safety and health plan shall be made with the knowledge and concurrence of the safety office, site superintendent, and contracting office. Should any unforeseen hazard become evident during the performance of work, the contractor shall bring such hazard to the attention of the safety office and COR, both verbally and in writing for resolution as soon as possible. In the interim, necessary action shall be taken to re-establish and maintain safe working conditions in order to safeguard on-site personnel, visitors, the public, and the environment.

Prior to submittal to the COR, the site specific safety and health plan shall be signed and dated by the prime contractor's safety and health manager and site superintendent. The site specific safety and health plan shall be part of the contractor's safety and Health program. The contractor shall submit to the COR the contractor's site specific safety and health plan for review and approval by the safety office.

Work performed under this contract shall comply with applicable federal, state, and local safety and occupational health laws and regulations. This includes, but is not limited to, Occupational Safety and Health Administration (OSHA) standards, 29 CFR, Part 1910 and Part 1926. Where the requirements of applicable laws, criteria, ordinances, regulations, and referenced documents vary the most stringent requirements shall apply.

(End of Clause)

ARCHEOLOGICAL FINDINGS

(a) Petroglyphs, artifacts, burial grounds or remains, structural features, ceremonial, domestic, and archeological objects of any nature, historic or prehistoric, found within the construction area, are the property of and will be removed only by the Government. Should Contractor's operations uncover or his employees find any archeological remains, Contractor shall suspend operations at the site of discovery; notify Contracting Officer immediately of the findings; and continue operations 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 Contractor, he will be compensated by an equitable adjustment under the General Provisions of the Contract.

(End of Clause)

CONDUCT OF OPERATIONS

At all times the Contractor shall conduct his organization in conformance with the rules and regulations promulgated by the Secretary of the Interior for the National Park Service, and with such appropriate regulations as the Superintendent may prescribe. Work on Saturdays, Sundays, Federal holidays or at night may be performed only with the prior consent of the Contracting Officer. No signs or advertisements (except those specified herein) shall be displayed on the construction site or within the park except with approval of the Contracting Officer.

(End of Clause)

KEY PERSONNEL

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

Project Manager: _____

On-site Superintendent: _____

On-site Quality Control Manager: _____

On-site Safety Manager: _____

(b) During the first __**90**_days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting

Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial __**90**___-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

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

(End of clause)

OPTION FOR ADDITIONAL SERVICES—SEPARATELY PRICED LINE ITEMS

The Government may require the delivery of the numbered line items identified in the Schedule as option items at the price stated in the Schedule. The Contracting Officer may unilaterally exercise the option by written notice to the Contractor within __**90**_ days after contract award. Performance of added line item tasks shall be at the price negotiated in the contract Schedule.

(End of clause)

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

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

52.202-1 DEFINITIONS (JUN 2020)
52.203-3 GRATUITIES (APR 1984)
52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-8 CANCELLATION, RECESSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)
52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (DEVIATION MAR 2026)
52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) (DEVIATION MAR 2026)

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016) (DEVIATION MAR 2026)
52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (JAN 2025)
52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
52.215-2 AUDIT AND RECORDS-NEGOTIATIONS (JUN 2020)
52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020) (DEVIATION JAN 2026)
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025) (DEVIATION JAN 2026)
52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022) (DEVIATION JAN 2026)
52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025) (DEVIATION JAN 2026)
52.222-3 CONVICT LABOR (JUN 2003)
52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS-OVERTIME COMPENSATION (MAY 2018)
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 (JULY 2005) (DEVIATION FEB 2025)
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 REQUIRMENTS AND RELATED REGULATIONS (MAY 2014)
52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)
52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2025)
52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2025)
52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)
52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)
52.223-21 FOAMS (MAY 2024)
52.223-23 SUSTAINABLE PRODUCTS AND SERVICES (MAY 2024) (DEVIATION FEB 2025)
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
52.226-7 DRUG-FREE WORKPLACE (MAY 2024)
52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)
52.227-4 PATENT INDEMNITY—CONSTRUCTION CONTRACTS (DEC 2007)
52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)
52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11 INDIVIDUAL SURETY—PLEDGES OF ASSETS (FEB 2021) (DEVIATION MAY 2023)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (DEC 2022)
52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (DEVIATION OCT 2025)
52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-17 INTEREST (MAY 2014)
52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
52.233-1 DISPUTES (MAY 2014)–ALTERNATE I (DEC 1991)
52.233-3 PROTEST AFTER AWARD (AUG 1996)
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-2 DIFFERING SITE CONDITIONS (APR 1984) (DEVIATION JAN 2026)
52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984) (DEVIATION JAN 2026)
52.236-5 MATERIAL AND WORKMANSHIP (APR 1984) (DEVIATION JAN 2026)
52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984) (DEVIATION JAN 2026)
52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991) (DEVIATION JAN 2026)
52.236-8 OTHER CONTRACTS (APR 1984) (DEVIATION JAN 2026)
52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984) (DEVIATION JAN 2026)
52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984) (DEVIATION JAN 2026)
52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984) (DEVIATION JAN 2026)
52.236-12 CLEANING UP (APR 1984) (DEVIATION JAN 2026)
52.236-13 ACCIDENT PREVENTION (NOV 1991) (DEVIATION JAN 2026)-ALTERNATE I (NOV 1991)
52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) (DEVIATION JAN 2026)
52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION MAR 2026)
52.242-13 BANKRUPTCY (JUL 1995)
52.243-4 CHANGES (JUN 2007) (DEVIATION OCT 2025)
52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (APR 2026) (DEVIATION APR 2026)
52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
52.248-3 VALUE ENGINEERING – CONSTRUCTION (OCT 2025)
52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)-ALTERNATE I (SEP 1996)
52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(End of clause)

1452.203-70 RESTRICTIONS ON ENDORSEMENTS (JUL 1996)

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

(End of clause)

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

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

(End of clause)

52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (Apr 2026)(DEVIATION 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.

(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, for which the place of delivery or performance is in the United States.

(End of clause)

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

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

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

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

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

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

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

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

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

Cost of components means—

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

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

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

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

Domestic construction material means—

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

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

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

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

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

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

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

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

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

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

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

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

(b) Domestic preference.

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

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

_____none_____

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

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

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

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

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

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

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

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

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[**Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]

[*Include other applicable supporting information.*]

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020) (DEVIATION MAY 2023)

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

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

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

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

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

(3) Additional bond protection.

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

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

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

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

U.S. Department of the Treasury,

Financial Management,

Service Surety Bond Branch,

3700 East West Highway,

Room 6 F01,

Hyattsville, MD 20782.

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

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

(End of clause)

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:

$100,000 each person
$500,000 each occurrence
$1,000,000 property damage

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

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

SECTION J – LIST OF ATTACHMENTS

The following attachments are included as part of this solicitation:

	TITLE	DATE	NO. OF PAGES
ATTACHMENT 1	Division One Specifications	9/5/2025	304
ATTACHMENT 2	Division Two Specifications	9/5/2025	1104
ATTACHMENT 3	Drawings	9/5/2025	116
ATTACHMENT 4	Product Files	9/5/2025	471
ATTACHMENT 5	HVAC Load Calculations	9/2/2025	14
ATTACHMENT 6	Statement of Structural Tests Special Inspections	9/5/2025	23
ATTACHMENT 7	HAZMAT Survey Report	2/19/2023	46
ATTACHMENT 8	Geotechnical Investigation Report	1/17/2023	193
ATTACHMENT 9	Dune Mitigation and Monitoring Report	3/1/2024	35
ATTACHMENT 10	Structural Calculations	9/5/2025	36
ATTACHMENT 11	Title 24 Indoor Lighting	2/20/2024	8
ATTACHMENT 12	Title 24 Outdoor Lighting	2/20/2024	7
ATTACHMENT 13	Construction Contract Administration	4/16/2026	1
ATTACHMENT 14	Bid Schedule	4/16/2026	1
ATTACHMENT 15	Limitation on Subcontracting Report	4/16/2026	1
ATTACHMENT 16	Construction Wage Decision (Davis-Bacon Wage Rates) CA20260007	1/23/2026	59

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) *Definitions*. As used in this provision—
"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
"Federal contracts and grants with total value greater than $10,000,000" means—

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

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

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).
(b) The offeror [_] has [_] does not have current active Federal contracts and grants with total value greater than $10,000,000.
(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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)

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are incorporated by reference (by Citation Number, Title, and Date) per the provision at FAR "52.252-1 PROVISIONS INCORPORATED BY REFERENCE" in Section L of this contract. See FAR 52.252-1 for an internet address (if specified) for electronic access to a clause's full text.

NOTICE: System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Examples include 52.222-25, Affirmative Action Compliance, 52.204-26 Covered Telecommunications Equipment or Services-Representation, and 52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

52.204-7	SYSTEM FOR AWARD MANAGEMENT - REGISTRATION (NOV 2024) (DEVIATION MAR 2026)-ALTERNATE I (OCT 2018) (DEVIATION MAR 2026)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (NOV 2021)
52.222-5	CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)
52.228-17	INDIVIDUAL SURETY—PLEDGE OF ASSETS (FEB 2021)
52.240-90	SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEVIATION MAR 2026)

OFFER AFFORDABILITY

The Government seeks offers with a total price within the range of $3M - $5M. Offerors should not interpret this range as a ceiling (or as a floor) on offers; rather, this information is provided as a courtesy to prospective offerors. The Government may select an offer for award with a price below, within, or exceeding this range if it finds that offer provides the best value and funds are available.

(End of provision)

SITE VISIT (CONSTRUCTION)

(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, although attendance is not mandatory.

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

Thursday, May 28, 2026, at 9:00-11:00 AM PST

(c) Participants will meet at— Stinson Beach Lifeguard Tower, CA-1, Stinson Beach, CA 94970

(d) RSVP Required

To participate in the site visit, send an email to the *Contracting Officer @ juan_roman@ios.doi.gov / COR at Richard_melbostad@nps.gov* with the following information:

- Email title: "140P8526R0007, Request for Site Visit Participation".
- The email shall contain: The Name of the Participant, Company Name, Trade (ex. General Contractor, Roofer, etc.) and phone number and email address of all participants.

(End of provision)

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

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:
(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.
(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

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

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

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

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

(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.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT – CONSTRUCTION MATERIALS (MAY 2014)

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a proposal guarantee in the proper form and amount, by the time proposals are due, may be cause for rejection of the proposal.

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

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

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

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

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

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

(End of provision)

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from juan_roman@ios.doi.gov

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

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

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

ACQUISITION 360: VOLUNTARY SURVEY

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

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

(End of provision)

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

A. GENERAL

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

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

3. Each offeror must (a) submit an offer, as defined below, and (b) submit written information that pertains to their ability to perform quality work, as defined below and in Section M. Failure to provide the information requested may be cause for rejection of the offer.

4. Many Government-provided forms mentioned in the criteria set forth below have been collected and provided in Adobe Portable Document Format (PDF) portfolio format for the offeror's convenience. However, the offeror is cautioned that that some criteria set forth below requires submission of documents for which no form or format is provided. The offeror should carefully review the proposal preparation instructions below when formulating their proposal.

5. The Government intends to award a contract 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.

B. QUESTIONS

Pre-proposal questions shall be submitted a minimum of ten (10) calendar days prior to the due date and time for proposals. Submit questions only through email to:

Contracting Officer, Juan Roman, juan_roman@ios.doi.gov

C. OFFER DUE DATE AND LOCATION

1. Offerors shall submit their proposals to the following email address so they are received in their entirety no later than the date and time specified in Block 13 of the SF 1442 (unless a future Amendment to the Solicitation extends this deadline):

   Juan Roman, juan_roman@ios.doi.gov

D. SUBMISSION REQUIREMENTS

1. Proposals shall be submitted via email. Proposals submitted via any means other than email shall not be accepted.
2. Proposals shall be sent to the email address listed in "C - Offer Due Date and Location" above.
3. Title subject line for all proposal submissions shall contain the solicitation number, and number of total emails, per the following example:

Subj: 140P8526R0007, GOGA Stinson Beach Lifeguard Tower & Cafe, email 1 of 3

4. Submit proposals in separate VOLUMES (I and II) in the FORMATS specified, containing CONTENTS required. Each volume shall be submitted in separate email attachments, using **Adobe PDF** as the preferred file format.
5. In the event multiple emails are required due to file-size limitations, or if offerors are unable to combine all Volume I or Volume II documents into separate attachments, offerors are urged to title all electronic proposal documents using short, clear, and consistent naming conventions. Sample optional titles include:

   ABC Co_Solicitation #_V1_Factor1
   ABC Co_Solicitation #_V1_PPQ
   Etc.
   ABC Co_Solicitation #_V2_SF1442
   ABC Co_Solicitation #_V2_Amendments
   Etc.
6. Size limits:
   a. Each email shall be no larger than 30 MB
7. Offerors shall verify receipt of proposals.

E. **VOLUME I: TECHNICAL and PAST PERFORMANCE PROPOSAL – FORMAT, ORGANIZATION, CONTENTS**

1. FORMAT: Submit (1) one electronic copy. No hard copies shall be submitted.
2. ORGANIZATION: The bulleted items listed under each category must be included in your proposal.

PART A: TECHNICAL EVALUATION FACTORS

FACTOR 1 – EXPERIENCE WITH REMOTE AND/OR COASTAL ENVIRONMENTS.

FACTOR 2 – EXPERIENCE OR ACCESS TO SUBCONTRACTORS WITH EXPERIENCE IN THE REQUIRED TASKS.

FACTOR 3 – EXPERIENCE COORDINATING WITH VARIOUS GOVERNMENTAL AND UTILITY AGENCIES.

3. CONTENTS:

PART A: TECHNICAL EVALUATION FACTORS

<u>FACTOR 1 – EXPERIENCE WITH REMOTE AND/OR COASTAL ENVIRONMENTS</u>

Stinson Beach is located on the coast of California, approximately 25 miles (one hour) north of San Francisco, CA via mountain roads. Access to the site is constrained. Work will occur on sand dunes with restrictions to limit impacts to adjacent natural resources. Offerors shall provide up to three (3) projects (*include the contract number and title, award, and completion dates, name the customer and point of contact for the customer, the magnitude of the project*) along with detailed evidence of their capability to perform in these conditions. Experience information must be relevant and recent regarding an offeror's actions under previously awarded contracts. Relevant experience is defined as contracts similar in size, scope, complexity, and contract type. Recent experience is defined as currently on-going or completed within the past five (5) years of the solicitation close date.

FACTOR 2 – EXPERIENCE OR ACCESS TO SUBCONTRACTORS WITH EXPERIENCE IN THE REQUIRED TASKS.

Offerors shall provide thorough and detailed evidence of their experience or access to subcontractors with experience in natural resource protections and restoration (coastal dunes and wetlands), hazardous materials abatement, demolition, deep pile foundations (wood and concrete), concrete foundations, structural steel construction, commercial kitchen installations, Architectural Barriers Act Accessibility Standards (ABAAS), finish quality exterior and interior carpentry, separately-zoned electrical, HVAC, plumbing and telecommunications systems, landscape, and paving. Experience information must be relevant and recent regarding an offeror's actions under previously awarded contracts. Relevant experience is defined as contracts similar in size, scope, complexity, and contract type. Recent experience is defined as currently on-going or completed within the past five years of the solicitation close date.

FACTOR 3 – EXPERIENCE COORDINATING WITH VARIOUS GOVERNMENTAL AND UTILITY AGENCIES.

Offerors shall provide detailed evidence of their experience working and coordinating with various governmental and utility agencies that are overseeing the project that include but are not limited to: California Coastal Commission, Regional Water Quality Control Board, Bay Air Quality Management District, PG&E. Experience information must be relevant and recent regarding an offeror's actions under previously awarded contracts. Relevant experience is defined as contracts similar in size, scope, complexity, and contract type. Recent experience is defined as currently on-going or completed within the past five years of the solicitation close date.

PART B: PAST PERFORMANCE

Past performance will be evaluated to assess the offeror's likelihood of success in performing the solicitation's requirements as indicated by the offeror's record of past performance. Past performance demonstrating higher levels of success and quality on more relevant projects similar in scope and magnitude to this solicitation present lower levels of risk and will be more favorably rated

Past Performance is the factual documentation or narrative of a firm's experience, qualifications, and capability. Past Performance information shall be provided for the same projects submitted under TECHNICAL FACTOR 1.

If an offeror has no past performance on similar work relevant to this solicitation, they will be evaluated neither favorably nor unfavorably (NEUTRAL) for this factor only.

If available, offerors may submit a CPARS evaluation report. It is your responsibility to ensure that the information requested below is contained on the documents provided for this factor.

Basic project information should include: project title / identification, contract number, project description including major scopes of work, location, customer contact information including email and telephone, and any other pertinent information. In addition, please respond to subfactors A and B.

> Subfactor A. Project Metrics: For each project, include dollar amount including % over / under initial project budget, total cost of change orders and change orders % of final costs, duration including % over / under initial schedule, and other pertinent metrics.
>
> Subfactor B. Lean Construction: Past performance demonstrating experience with Lean Construction tenets and tools will be more favorably rated. Offerors should provide sample documents for one of the projects submitted under Factor 4 demonstrating this experience, including but not limited to: at least one (1) full project schedule and two (2) look-ahead schedules at about 50% and 75% complete, at least three (3) sample meeting notes from about 5%, 50% and 75% complete, sample RFI, Submittal, and Constraints tracking logs, LCI certification (if applicable).

If desired, offerors may submit additional correspondence (e.g. Letters of Recommendation, Letters of

Appreciation) from previous clients to supplement their narrative. Offerors are welcome to identify any commendations, evaluation ratings and awards received for these projects for quality of services, customer satisfaction, price reasonableness, and overall business relations.

The Government reserves the right to contact the references submitted in proposals, to obtain additional past performance information. The NPS may evaluate offeror's past performance based on references provided by the contractor; the Government's knowledge of offerors past performance; and / or references obtained from any other source. The Government reserves the right to limit the number of references it ultimately contacts and to use sources other than those provided by the offeror.

End of Volume I – Technical and Past Performance Proposal Requirements.

F. VOLUME II: BUSINESS AND PRICE PROPOSAL – FORMAT, ORGANIZATION, CONTENTS

1. FORMAT: Submit (1) one electronic copy. No hard copies shall be submitted.
2. ORGANIZATION: The items listed below must be included in your proposal.

PROPOSAL COVER LETTER

SF 1442

AMENDMENTS

SECTION B PRICE SCHEDULE & *ATTACHMENT 14 BID SCHEDULE*

BID BOND

SECTION K REPRESENTATIONS AND CERTIFICATIONS

SUBCONTRACTING PERCENTAGE WORKSHEET

3. CONTENTS:

PROPOSAL COVER LETTER: All proposals must also be accompanied by a cover letter prepared on the Offerors company letterhead or stationery. At a minimum, the cover letter must identify the following:

a. Company name, physical mailing address, e-mail address, telephone number
b. Points of contact (Primary and an alternate)
c. Provide telephone numbers and e-mail addresses for all points of contact
d. Offeror / Company UEI number

SF 1442: Standard Form 1442, Solicitation, Offer, and Award, (Construction, Alteration, or Repair): Complete Blocks 14 through 20C only.

In Block 14, with its name and address on the cover page of its offer, the offeror shall enter the annotation "Unique Entity Identifier " followed by the unique entity identifier that identifies the offeror's name and address exactly as stated in the offer. The unique entity identifier will be used by the Contracting Officer to verify that the offeror is registered in the System for Award Management (SAM).

In Block 20, an official having the authority to contractually bind the offeror's company must sign the SF 1442 in accordance with the procedures prescribed in FAR 4.102.

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

BID SCHEDULE & *ATTACHMENT 14 BID SCHEDULE*: Enter the proposed dollar amount for each line item in Section B: Bid Schedule, including any optional items. Also provide a separate Schedule of Values (Attachment 14) for each line item in the Section B Contract Price Schedule.

SF 24 BID BOND: Submit Standard Form 24, Bid Bond duly executed between the offeror and the bonding company. Refer to clause 52.228-1. The amount of the bid bond shall be 20% percent of the total proposal price or $3,000,000 whichever is less.

SAM REGISTRATION AND REPRESENTATIONS, CERTIFICATIONS AND PROVISIONS:

SYSTEM FOR AWARD MANAGEMENT (SAM). Unless exempted by the Contracting Officer, quoters are required to have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting a quotation in response to this solicitation and at the time of award. Registration in SAM is 100% free. See **FAR 52.204-7**, System for Award Management—Registration (Nov 2024) (DEVIATION Mar 2026) for complete details. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the quoter is not registered in SAM, it should register immediately after receiving this solicitation.

SMALL BUSINESS STATUS. To be eligible for award as a small business concern, the offeror is required to represent in good faith that it meets the small business size standard corresponding to the North American Industry Classification System (NAICS) code identified in the solicitation. The small business size standard that applies to this purchase is stated in Block 10 of the cover sheet of this solicitation, along with the North American Industry Classification System (NAICS) code on which it is based.

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES. Offerors are required to fill out and include provisions 52.204-24(d)(1)&(2) and 52.204-26(c)(1)&(2) with their offer unless the offeror has already responded “does not” in their annual online representation at 52.204–26, Covered Telecommunications Equipment or Services—Representation within www.sam.gov.

INFORMATION REGARDING RESPONSIBILITY MATTERS. The offeror shall submit a completed copy of the provision 52.209-7 with their offer; check either “has” or “does not have” current active Federal contracts and grants with total value greater than $10,000,000.

VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION. The offeror shall submit a completed copy of the provision 52.209-13 with their offer; check either (1) or (2) under (b) Certification.

EMPLOYMENT REPORTS ON VETERANS. Per FAR 52.222-38, offerors must have filed their most recent VETS-4212 report at https://www.dol.gov/agencies/vets/programs/vets4212 if they were awarded any Federal contract of $150,000 or more in the past year. If not, they must include a brief written statement confirming no such award. VETS-4212 reports must be filed annually between August 1 and September 30 for any year in which the contractor held a qualifying contract.

BUY AMERICAN ACT NOTICE: Complete as applicable. Follow printed instructions on notice (see Section L, 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT – CONSTRUCTION MATERIALS).

SUBCONTRACTING PERCENTAGE WORKSHEET: Complete and submit the attached "Limitation on Subcontracting Report" form. The form itself requests input of amounts paid; however, for solicitation purposes, input projected amounts based on your proposed pricing and that of your anticipated subcontractors. Refer to Clause 52.219-14, Limitations on Subcontracting (OCT 2022) (DEVIATION OCT 2022) for associated information.

End of Volume II – Business and Price Proposal requirements.

G. RETENTION

Proposals submitted in response to this Request for Proposal will not be returned, but will be retained by the National Park Service for the official records.

H. 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.

I. 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.

J. ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION

1. By submission of its offer, the prospective contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

2. Prospective contractors should refer to FAR Subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interests.

3. If the Contracting Officer determines that a potential conflict exists, the prospective contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

(End of provision)

RESPONSIBILITY DETERMINATION

1. It is the general policy of the Department of the Interior that a contract shall be awarded only to contractors determined to be responsible in accordance with Part 9 of the Federal Acquisition Regulations (FAR). No contract 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.

2. 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.

3. 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:

   a. Has adequate financial resources;
   b. Is able to meet the required delivery or performance dates;
   c. Has a satisfactory performance record;
   d. Has the organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
   e. Has a satisfactory record of integrity and business ethics;
   f. Has the necessary production and technical equipment and facilities or the ability to obtain them;
   g. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

(End of provision)

SECTION M – EVALUATION FACTORS FOR AWARD

A. BASIS FOR AWARD

1. The Government will conduct a source selection using the Best Value Continuum Tradeoff Process defined at FAR Part 15.1. The Contracting Officer (CO) intends to obligate and award a contract to the offeror who submits a proposal the Source Selection Authority (SSA) determines conforms to solicitation requirements; is fair and reasonable; and provides the best value to the government considering all evaluation factors combined as detailed below. For this acquisition, the CO is the SSA.

4. The Government may accept other than the lowest priced proposal when the perceived benefits of a higher priced proposal merit the price differential. The Government will not select an offeror for award on the basis of superior quality without concern for the amount of its price. Similarly, a rating of "unacceptable" for any criteria may eliminate the proposal from further consideration, regardless of rating for any other criteria. <u>For this solicitation, all evaluation factors other than cost or price when combined are significantly more important to cost or price.</u>

3. Additionally, pursuant to FAR 52.215-1(f), Contract Award, contained herein:
   - The Government may reject any or all proposals if such action is in the Government's interest.
   - The Government may waive informalities and minor irregularities in proposals received.
   - The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the CO later determines them to be necessary.

B. EVALUATION PROCESS

All proposal evaluations will be conducted in strict confidence. The number and identifies of offerors and proposal contents will be revealed only to individuals involved in the evaluation process. No information will be revealed to other offerors. The evaluation process is as follows:

1. <u>Initial Review:</u> Proposals will be reviewed for compliance with the solicitation to verify that all submission requirements are met; all certifications are complete, and the offeror is responsible and otherwise eligible to receive award of a Federal contract. If the proposal does not comply or lacks sufficient information to be meaningfully evaluated, it may be eliminated from further consideration for award.

2. <u>Source Selection Evaluation:</u> A Source Selection Evaluation Board (SSEB) comprised of Government personnel will conduct an evaluation of all non-cost factors of proposals. The SSEB will review, evaluate,

assess risk, and rate all acceptable proposals against the technical and past performance factors contained in this solicitation. The SSEB will not have knowledge of any pricing until the technical evaluation is complete. One of the following ratings will be assigned to each of the Technical subfactors evaluated.

Technical Ratings: The ratings below include the consideration of risk in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in an offeror's proposal. These shall be used on all technical factors and sub-factors and sufficient documentation supporting these ratings shall be included with the ratings:

Adjectival Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirement and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. Proposal is unawardable without discussions.
Unacceptable	Proposal does not meet requirements of the solicitation and thus contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable without discussions.

1. Past Performance Evaluation: The TEP and CO/SSA will also evaluate offerors' past performance. The evaluation will assess the government's confidence level for offers to successfully perform contract requirements based on survey responses, PPIRS data, and other pertinent, relevant information.

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

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

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

   (iii)Quality: The past performance evaluation conducted in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts;

rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. Requirements for considering history of small business utilization are outlined at FAR 15.304(c)(3)(ii). The Past Performance Evaluation will review all past performance information collected and determine the quality of the offeror's performance, general trends, and usefulness of the information.

Once the past performance evaluation is completed, one of the following ratings shall be assigned.

Performance Confidence Assessments Rating

Adjectival Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort
Neutral Confidence	No recent/relevant performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will successfully perform the required effort

Source Selection Evaluation:

3. Price Evaluation: Upon completion of the technical evaluation, the TEP and CO/SSA will review pricing as evaluated in Volume 2 below. Price will not be assigned an evaluation rating however it will be evaluated for competitive pricing, and fair and reasonableness. Price will be further evaluated in accordance with 15.404-1(b), Price analysis for commercial and non-commercial items. Adequate price competition is expected to establish a fair and reasonable price per 15.403-1(c)(1). Price proposals will not be revealed to the SSEB until completion of the Non-Price Factor Evaluations.

4. Tradeoff Analysis: The CO/SSA will review the SSEB's award recommendation and independently perform a tradeoff analysis by further comparing each proposal's technical advantages, disadvantages, strengths, weaknesses, risks and benefits to its proposed pricing.

5. Selection: The CO/SSA will select the proposal that provides the overall best value, considering all evaluation factors, to the Government for award. The Government may elect to accept other than the lowest priced proposals when the perceived benefits of a higher priced proposal merit the price differential.

C. EVALUATION FACTORS

1. PRICE

The Government will evaluate the price of each compliant offer in relation to the offer's relative technical merit. Pricing will be evaluated to determine price reasonableness and balance.

PRICE REASONABLENESS: Price reasonableness is the measure of whether the prices proposed is excessive. Normally competition establishes price reasonableness, but it may also be based upon comparison with previously proposed prices, comparison with competitive published price lists, comparison with the independent Government estimate, and other measures. Proposed pricing that differs significantly from the competition or IGE, as an example, will be reviewed to assess potential performance risk and the offeror's understanding of contract requirements. If any price component is found to be unreasonably high, an offeror's Price Proposal may be rejected.

BALANCE: If multiple contract line items are included in the bid schedule, prices will be evaluated to determine whether any line items are unbalanced. An unbalanced price proposal is when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated as indicated by the application of price analysis techniques, such that the Government cannot reasonably determine whether award to an offeror will result in the lowest total cost to the Government. If any price component is found to be unbalanced, an offeror's Price Proposal may be rejected.

2. EVALUATION FACTORS

PART A: TECHNICAL EVALUATION FACTORS

The Government will evaluate the quality each offeror's proposal based on the following technical evaluation factors, which are listed below in descending order of relative importance:

FACTOR 1 – EXPERIENCE WITH REMOTE AND/OR COASTAL ENVIRONMENTS

Experience is defined as contracts similar in size, scope, complexity, and contract type. The prospective awardee(s) shall provide documentation of no more than three (3) recent previous relevant projects that shall, at a minimum, include the contract number and title, award, and completion dates, name the customer and point of contact for the customer, the scope of the project, the magnitude of the project, and any specific information that demonstrates similarities with the work of this solicitation. Recent experience is defined as currently on-going or completed within the past five (5) years of the solicitation close date.

FACTOR 2 – EXPERIENCE OR ACCESS TO SUBCONTRACTORS WITH EXPERIENCE IN THE REQUIRED TASKS.

The Government will evaluate the extent to which the Offeror demonstrates relevant and recent experience performing work comparable to the requirements of this solicitation. This includes the Offeror's demonstrated experience, or access to subcontractors with experience, in natural resource protection and restoration (including coastal dunes and wetlands), hazardous materials abatement, demolition, deep pile foundations (wood and concrete), concrete foundations, structural steel construction, commercial kitchen installations, compliance with Architectural Barriers Act Accessibility Standards (ABAAS), finish-quality exterior and interior carpentry, separately zoned electrical, HVAC, plumbing, and telecommunications systems, as well as landscape and paving.

The quality, depth, and relevance of the information provided, including the Offeror's role and demonstrated performance, will be evaluated to determine the level of risk in the Offeror's ability to successfully perform the required work.

FACTOR 3 – EXPERIENCE COORDINATING WITH VARIOUS GOVERNMENTAL AND UTILITY AGENCIES.

The Government will evaluate the extent to which the Offeror demonstrates relevant and recent experience coordinating and working with governmental and utility agencies with regulatory or oversight authority similar to those anticipated for this project. This includes, but is not limited to, experience engaging with entities such as the California Coastal Commission, Regional Water Quality Control Board, Bay Area Air Quality Management District, and Pacific Gas and Electric Company.

The quality, depth, and relevance of the information provided will be evaluated to determine the level of risk in the Offeror's ability to successfully perform the required work.

PART B: PAST PERFORMANCE

The Government may use all data provided by the offeror in this volume and data obtained from other sources, to include but not be limited to, Government–wide databases, in the development of performance confidence assessments. Past performance information on contracts not listed by the offeror may also be evaluated. The Government may contact references provided by the offeror, as well as any other source it identifies, and information received may be used in the evaluation of the offeror's past performance. While the Government may elect to consider data obtained from other sources, the burden of providing current, accurate and complete past performance information rests with the offeror.

During proposal evaluations, exchanges between the Government and offerors may occur to clarify the relevance of past performance information and/or address adverse past performance information which an offeror has not yet had an opportunity to respond to.

Past performance demonstrating higher levels of success and quality on more relevant projects similar in scope and magnitude to this solicitation present lower levels of risk and will be more favorably rated.

If an offeror has no past performance on similar work relevant to this solicitation, they will be evaluated neither favorably nor unfavorably for this factor only.

(End of provision)

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)

EXERCISE OF OPTIONS

The Government reserves the right to award any or no options at the time of award. Options may unilaterally be exercised by written notice to the Contractor within __**90**__ days after contract award. Pricing will be evaluated based on what is

determined to be the best value to the Government. Options may be exercised in any combination, order, or grouping deemed in the judgement of the Contracting Officer to offer the best value to the Government.

(End of provision)