Request for Proposal 140P4526R0026
MASI – Gasline and Meter Replacement

This is a request for construction proposals prepared in accordance with the format in the Federal Acquisition Regulations (FAR) Part 13 and Part 36, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation issued as Request for Proposal (RFP) 140P4526R0015. FAR clauses and provisions enclosed within this RFP are those in effect through Federal Acquisition Circular (FAC) 2026-01 dated March 13, 2026, and are available in full text through Internet access at http:// www.acquisition.gov/far/.

This solicitation is being issued as a Total Small Business Set-Aside.
County: New York
Type of Construction: Building

Magnitude:	NAICS:	SIZE STD:	SET-ASIDE:
Less than $25,000.	238220	$19M	Small Business

National Park Service	**Contract Specialist (CS)**	**Contracting Officer (CO)**
Name: Christopher Wang	N/A	Mary Hallmon
Email: christopher_wang@nps.gov		mary_hallmon@ios.doi.gov

Award Selection Process:
Award will be made in accordance with FAR Part 13 to the offeror that provides the best value to the government based on price, technical, past performance, and prior experience. This solicitation is not stating nor required to state the relative importance assigned to each evaluation factor and/or sub factor (FAR 13.106-1(a)(2)).

VOLUME 1

1. **Technical Evaluation Factor 1 – TECHNICAL EVALUATIONS (Pass/Fail):**
The Technical Evaluation determines if proposals meet the Technical Subfactors as prescribed below. Each Subfactor below will be rated as either "Technically Acceptable" or "Not Technically Acceptable."

   To be considered "Technically Acceptable" overall, each Subfactor must be rated "Technically Acceptable." If any Subfactor is determined to be "Not Technically Acceptable," the entire proposal is rated as "Not Technically Acceptable", and award cannot be made to that firm.

   Offerors shall provide a narrative describing their proposed work plan not to exceed 10 pages as described below.

   The NPS may hold clarifications concerning Technical Subfactors.

   Subfactor 1 – Technical Approach:
   The Contractor shall submit a detailed narrative description of the proposed methods and approaches to performing the work, as well as the Contractor's understanding of the scope of work and capability to perform the work within the performance period. The proposed work plan should include sequencing and coordination of work, quality control reporting, scheduling, temporary protection measures and best management practices that will be employed.

   To be considered Technically Acceptable, the proposal must demonstrate clear understanding of contract requirements and project scope and must reflect that the contractor and any identified personnel meets specific qualifications set out in the solicitation and its attachments.

   Subfactor 2 – Experience:
   At a minimum the submission for each project should include a short (less than one page) description of the project, dates of performance, client's name, and total project cost. A separate form/page shall be submitted for each individual project. The offeror shall limit submissions to no more than a total of five (5) projects. Projects shall include work of similar or greater size, scope, and complexity, completed within the past five (5) years.

2. **Technical Evaluation Factor 2 – PAST PERFORMANCE (Pass/Fail):**
Past performance will be evaluated to assess the Offeror's record of performing work similar in size, scope, and complexity to the requirement of this solicitation.

   The Government may evaluate past performance using information obtained from:
   -Contractor Performance Assessment Reporting System
   -Other Government databases
   -Information obtained from other sources
   -References provided by the Offeror

   Offerors may submit up to three (3) recent and relevant projects performed within the last three (3) years, including:
   -Project description
   -Contract number (if applicable)
   -Dollar value
   -Customer point of contact (name, phone, and email)

   The Government may, but is not required to, contact references provided by the Offeror.

   If an Offeror does not have a record of relevant past performance or if information is not available, the Offeror will be assigned a neutral rating, which will not be evaluated favorably or unfavorably.

VOLUME 2

3. **Price.**
   A price evaluation will be performed to determine the reasonableness of the proposed price. Reasonableness will be determined considering other competitive prices received and comparison to the independent Government estimate. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.

GENERAL

(a) The National Park Service (NPS) is seeking proposals for construction services as attached in the accompanying statement of work. The NPS intends to conduct this acquisition by use of simplified acquisition procedures in accordance with FAR Part 13.

(b) To assure timely and equitable evaluation of proposals, respondents are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete proposal. Respondents are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to adhere to proposal requirements, at the time of submission, may result in the proposal being unacceptable to the government and eliminated from consideration for award.

(c) Respondents are cautioned to submit adequate information to enable the government to fully ascertain each respondent's capability to perform the requirements in accordance with the requirements of the request for proposal (RFP).

(d) If a respondent believes that requirements in these instructions contain an error, omission, or are otherwise flawed, the respondent shall immediately notify the contracting officer in writing (email is the preferred method) with supporting rationale prior to the closing of this RFP.

(e) This RFP does not commit the Government to any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to this solicitation. Note specifically that the Offeror will **not** be participating in a sealed bid procurement process under this acquisition method. Issuance of this RFP does not constitute an award commitment on the part of the Government.

(f) Proposal must be valid for a minimum of **60 days**.

(g) All interested parties shall be registered in the System for Award Management or SAM at time an offer or proposal is submitted.

(h) Respondents shall not contact any government personnel related to this requirement other than the Contracting Officer and Contracting Specialist.

(i) All questions should be emailed directly to the Contracting Officer no later than June 22nd, 2026. Only written RFI's will be considered and responded to by the government. NPS responses to RFIs will be posted as an amendment to the solicitation.

SPECIAL CONTRACT REQUIREMENTS

WORK HOURS

The performance period established for this contract is based upon all work being conducted during regular working hours between 7:00am and 4:00pm, Monday through Friday, excluding government holidays. If the Contractor desires to carry on work outside regular hours, including Saturdays, Sundays, and government holidays, a request must be submitted to the Contracting Officer in sufficient time to allow satisfactory arrangements to be made by the Government for access to the work site and inspection.
The following Federal Legal Holidays are observed:

Federal Holidays:

New Year's Day	Martin Luther King, Jr. Day
President's Day	Memorial Day
Juneteenth National Independence Day	
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas

PERIOD OF PERFORMANCE (Reference 52.211-10)
Notice to Proceed will only be issued upon receipt of acceptable bonding and insurance.
All onsite work is estimated to be performed: 30 days from NTP.

INSTRUCTIONS TO OFFERORS:

Proposals must be in accordance with and in the order detailed in this section. Failure to submit proposals according to the instructions provided within the solicitation may result in the respondent's proposal being deemed unacceptable.

All interested parties shall be registered in the System for Award Management (SAM) at time of proposal submittal.

Offerors shall submit their proposal to the contracting officer by email to mary_hallmon@ios.doi.gov, no later than 1200 EST on June 29, 2026.

Offerors shall submit the following information in its entirety:

a) Price schedule in accordance with the Scope of work. In addition, provide a price breakdown of major components which matches the total price as reflected in the contract price schedule.

b) Checklist for proposal submittal:

- This page of the solicitation completed as the first page in the package ☐
- Signed acknowledgement of SF1442 ☐
- Signed amendments if applicable ☐
- Complete and return a copy of FAR 52.204-24 and FAR 52.204-26 ☐
- Past Performance - Offerors may submit up to three (3) recent and relevant projects performed within the last three (3) years ☐
- Price schedule filled out ☐
- No more than five (5) prior experiences of projects in similar size and scope of each part of the requirement as described in the SOW. Prior experience must be within the past five (5) years and include:
    - Brief description of project
    - Point of contact information ☐

- **REMINDER: Submit 2 volumes.**
    - **Volume 1 – Technical and Past Performance**
    - **Volume 2 – Price** ☐

c) Contractor Core Data:

Offeror's Name:_____

Offeror's Address:_____

Offeror's Unique Entity Identifier (UEI):_____

Offeror's POC:_____

Offeror's Phone/Email:_____

PROVISIONS SECTION:

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.

52.204-7	System for Award Management	Oct 2018
52.204-16	Commercial and Government Entity Code Reporting	Aug 2020
52.204-22	Alternative Line-Item Proposal	Jan 2017

Provisions incorporated full text:

52.204-8	**Annual Representations and Certifications**	**JAN 2025 (DEVIATION FEB 2025)**

a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **238220.**

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

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 336510 if the acquisition—

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

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

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

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) □ Paragraph (d) applies.

(ii) □ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless–

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, CertificationRegarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) ~~52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.~~

(xv) ~~52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.~~

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $92,319, the provision with its Alternate II applies.

(C) If the acquisition value is $92,319 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

__ (i) 52.204-17, Ownership or Control of Offeror.

__ (ii) 52.204-20, Predecessor of Offeror.

__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

__ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (vii) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021

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

(a) Definitions. As used in this provision—

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representation. The Offeror represents that—

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

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

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

(e) Disclosures.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

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

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

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

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26	**Covered Telecommunications Equipment or Services - Representation**	**Oct 2020**

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

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

(c) **Representations. (1) The Offeror represents that it [ ] does, [ ] does not** provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) **After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [ ] does, [ ] does not** use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.222-5	**Construction wage rate requirements- secondary site of work**	**May 2014**

a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.
(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.
(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.
(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

52.225-10	**Notice of Buy American Requirement--Construction Material**	**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.

52.222-90	Addressing DEI Discrimination by Federal Contractors	

(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; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

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

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

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

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

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

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

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

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

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

(End of clause)

52.236-27	Site Visit (Construction) Alternate I	Feb 1995

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

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

Contact Christopher Wang via email christopher_wang@nps.gov

CONTRACT CLAUSES SECTION:

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

52.204-13	System for Award Management Maintenance	Oct 2018
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
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, or Proposed for Debarment	NOV 2021
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.219-28	Post-Award Small Business Program Representation	Sep 2023
52.222-6	Construction Wage Requirements	Aug 2018
52.222-7	Withholding of Funds	May 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-9	Apprentices and Trainees	Jul 2005
52.222-10	Compliance with Copeland Act Requirements	Feb 1988
52.222-11	Subcontracts (Labor Standards)	May 2014
52.222-12	Contract Termination-Debarment	May 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Act Regulations	May 2014
52.222-14	Disputes Concerning Labor Standards	Feb 1988
52.222-15	Certification of Eligibility	May 2014
52.223-3	Hazardous Material Identification and Material Safety Data	Feb 2021
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	Aug 2018
52.223-18	Encouraging Contractor Policy to Ban Text Messaging While Driving	Jun 2020
52.227-4	Patent Indemnity – Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997

52.232-5	Payments under Fixed-P rice Construction Contracts	May 2014
52.232-23	Assignment Of Claims	May 2014
52.232-27	Prompt Payment for Construction Contracts	Jan 2017
52.236-2	Differing Site Conditions	Apr 1984
52.236-3	Site Investigation and Conditions Affecting the Work	Apr 1984
52.236-5	Material and Workmanship	Apr 1984
52.236-6	Superintendence by the Contractor	Apr 1984
52.236-7	Permits and Responsibilities	Nov 1991
52.236-8	Other Contracts	Apr 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	Apr 1984
52.236-10	Operations and Storage Areas	Apr 1984
52.236-11	Use and Possession Prior to Completion	Apr 1984
52.236-12	Cleaning up	Apr 1984
52.236-13	Accident Prevention	Nov 1991
52.236-14	Availability and Use of Utility Services	Apr 1984
52.236-17	Layout of Work	Apr 1984
52.236-26	Preconstruction Conference	Feb 1995
52.242-14	Suspension of Work	Apr 1984
52.243-5	Changes and Changed Conditions	Apr 1984
52.245-1	Government Property	SEP 2021
52.245-9	Use and Charges	Apr 2012
52.246-21	Warranty of Construction	Mar 1994
52.249-10	Default (Fixed-Price Construction)	Apr 1984

Clauses incorporated full text:

52.211-10	**Commencement, Prosecution, and Completion of Work**	**Apr 1984**

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 **30 days from Notice to Proceed.** The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.213-4	**Terms and Conditions - Simplified Acquisition (Other Than Commercial Products and Commercial Services)**	**JAN 2025 (DEVIATION FEB 2025)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(iii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(iv) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception - see paragraph (b) of 52.204-27.

(v) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

(vi) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

~~(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).~~

~~(viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).~~

(ix) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(x) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(xi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C.3553).

(xii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77 and 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jan 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.233-1, Disputes (May 2014).

(vii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (Dec 2023).

(viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

(ii) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)(Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

(iii) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Nov 2023) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in 2.101 on the date of award of this contract).

(iv) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020) (41 U.S.C.chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(v) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(vi) 52.222-36, Equal Employment for Workers with Disabilities (Jun 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(viii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67) (Applies to service contracts over $2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(ix)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(x) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*))).

(xi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xiii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).

(xiv) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xv) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP)) will be-

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xvi) 52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvii) 52.223-21, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xviii)

(A) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in 2.101 on the date of award of this contract, and the acquisition-

(1) Is set aside for small business concerns; or

(2) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $50,000).

(B) *Alternate I* (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of *domestic end product* in paragraph (a) of 52.225-1: (A) The cost of its components mined, produced, or manufactured in the United States exceeds ____ percent of the cost of all its components. [*Contracting officer to insert the percentage per instructions at 13.302-5(d)(4).*])

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xx) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xxi) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305)(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, Delivery of Excess Quantities (*Sept* 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 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):

_____

_____

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.219-6	**Notice of Total Small Business Set-Aside**	**Nov 2020**

(a) *Definition*. *Small business concern*, as used in this clause—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) *Affiliates*, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) *Applicability*. This clause applies only to-

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

52.225-9	Buy American Act - Construction Material	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 section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.
“Component” means an article, material, or supply incorporated directly into a construction material.
“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 USC.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 Act 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 Act.*
(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 Act 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 Act applies, use of foreign construction material is noncompliant with the Buy American Act.
(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.]

52.228-11	Individual Surety—Pledge of Assets.	Feb 2021

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

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

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

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

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

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

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

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

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

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

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

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

52.228-13	Alternative Payment Protections	Jul 2000

(a) The Contractor shall submit one of the following payment protections:
A payment bond
An irrevocable letter of credit (ILC)
(b) The amount of the payment protection shall be 100 percent of the contract price.
(c) The submission of the payment protection is required within **10 calendar day**s of contract award.
(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

52.236-4	Physical Data	Apr 1984

Data and information furnished or referred to below is for the Contractor’s information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.
a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys and core borings.

52.252-6	Authorized Deviations in Clause	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 Supplement (DIARS) (48 CFR 14) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

DIAR 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.

DIAR **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.

DIAR **1452.204-70**	**Release of Claims - Department of Interior**	**Jul 1996**

(a) 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.

DIAR **1452.228-70**	**Liability Insurance - Department of the Interior**	**Jul 1996**

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

$250,000.00 each person*
$500,000.00 each occurrence*
$250,000.00 property damage*

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall

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

DIAR **1452.236-70**	**Prohibition Against Use of Lead-based paint**	**Jul 1996**

Paint containing more than .06 percent by weight of lead in paint, or the equivalent measure of lead in the dried film of paint already applied, shall not be used in the construction or rehabilitation of residential structures under this contract or any resulting subcontracts.

	Contract Administration	

Contracting Officers, Contract Specialists and Contracting Officer's Representative(s) are stated below.

Contracting Officer: Mary Hallmon
Office Phone: 850-826-1398
Email: mary_hallmon@ios.doi.gov

Contracting Specialist: N/A
Office Phone:
Email:

Contracting Officer Representative: Christopher Wang
Office Phone: 202-807-8684
Email: christopher_wang@nps.gov

	Prohibition of All Terrain Vehicles (ATV)s	

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

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

DOI	**Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP)**	**FEB 2021**

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

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

Contractor Invoice which must include:

- Contract Number
- Project Name
- Description of work performed
- Date(s) of work performance

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

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

(End of Local 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.

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

52.204-8 Annual Representations and Certifications.
As prescribed in 4.1202(a), insert the following provision:
ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2025) [(DEVIATION FEB 2025)]
* * * * *
(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated: * * *

~~(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the provision at 52.204-7.~~

52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services.

As prescribed in 12.301(b)(2), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024) **[(DEVIATION FEB 2025)]**

(t) [Reserved.]~~Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).~~

~~(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior~~

~~Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.~~

~~(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].~~

~~(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas~~

~~inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.~~

~~(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.~~

~~(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.~~

~~(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.~~

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive

Orders—Commercial Products and Commercial Services.

As prescribed in 12.301(b)(4), insert the following clause: CONTRACT TERMS AND CONDITIONS REQUIRED

TO IMPLEMENT STATUTES OR EXECUTIVE

ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025) [(DEVIATION FEB 2025)]

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.] * * *

__(46) 52.223-23, Sustainable Products and Services (MAY 2024)[(DEVIATION FEB 2025)]~~(E.O. 14057~~, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Products and Commercial Services).

As prescribed in 13.302-5(d), insert the following clause:

TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (JAN 2025) [(DEVIATION FEB 2025)]

* * * * *

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order: * * *

(xvii) 52.223-23, Sustainable Products and Services (MAY 2024[(DEVIATION FEB 2025)]) (~~E.O. 14057~~, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l) (Applies to contracts when the agency identifies in the statement of work, or elsewhere in the contract, the sustainable products and services that apply to the acquisition).

* * * * *

52.223-1 Biobased Product Certification.

As prescribed in 23.109(c)(1), insert the following provision:

BIOBASED PRODUCT CERTIFICATION (MAY 2024) [(DEVIATION FEB 2025)]

As required by the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8101(4)) and the Energy Policy Act of 2005 (7 U.S.C. 8102(a)(2)(F)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in ~~7 CFR part 3201~~, subpart B[at https://www.biopreferred.gov/resources/categories.html]) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

52.223-2 Reporting of Biobased Products Under Service and Construction Contracts.

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

REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024) [(DEVIATION FEB 2025)])

(a) Definitions. As used in this clause—

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) ~~(7 CFR 3201.2~~[7 CFR 4270.2]).

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

(1) That are listed by USDA in a procurement guideline (~~7 CFR part 3201, subpart B~~) available at https://www.biopreferred.gov/resources/categories.html; and

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

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

(c) Submit this report no later than—

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

(2) At the end of contract performance.

* * * * *

52.223-10 Waste Reduction Program.

As prescribed in 23.406(c), insert the following clause:

WASTE REDUCTION PROGRAM (MAY 2024) [(DEVIATION FEB 2025)]

(a) Definitions. As used in this clause—

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b~~) Consistent with the requirements of section 207 of Executive Order 14057, the~~[The] Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

(End of clause)

52.223-19 [Reserved. (DEVIATION FEB 2025)]Compliance with Environmental Management Systems.

~~As prescribed in 23.406(b), insert the following clause:~~

~~COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)~~

~~The Contractor's work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.~~

~~(End of clause)~~

~~* * * * *~~

52.223-22 [Reserved. (DEVIATION FEB 2025)]~~Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation.~~

~~As prescribed in 23.502, insert the following provision:~~

~~PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS—REPRESENTATION (DEC 2016)~~

~~(a) This representation shall be completed if the Offeror received $7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.~~

~~(b) Representation. [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]~~

~~(1) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.~~

~~(2) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly available Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.~~

~~(3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.~~

~~(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported: _____.~~

(End of provision)

52.223-23 Sustainable Products and Services.

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

SUSTAINABLE PRODUCTS AND SERVICES (MAY 2024) [(DEVIATION FEB 2025)]

(a) Definitions. As used in this clause—

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 3201.2[7 CFR part 4270.2)]).

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (42 U.S.C. 6903).

Sustainable products and services means ~~products and services that are subject to and meet the following applicable statutory mandates and directives for purchasing:~~

~~(1) Statutory purchasing programs.~~

~~(i)[(~~1)] Products containing recovered material designated by the U.S. Environmental Protection Agency (EPA) under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

~~(ii)~~[(2)] Energy- and water-efficient products that are ENERGY STAR® certified or Federal Energy Management Program (FEMP)-designated products (42 U.S.C. 8259b) (10 CFR part 436,

subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products and https://www.energystar.gov/products?s=mega).

~~(iii)~~[(3)] Biobased products meeting the content requirement of the USDA under the BioPreferred® program (7 U.S.C. 8102) ~~(7 CFR part 3201~~[7 CFR part 4270]) (https://www.biopreferred.gov).

(iv)[(4)] Acceptable chemicals, products, and manufacturing processes listed under EPA's Significant New Alternatives Policy (SNAP) program, which ensures a safe and smooth transition away from substances that contribute to the depletion of stratospheric ozone (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap).

~~(2) Required EPA purchasing programs.~~

~~(i) WaterSense® labeled (water efficient) products and services (https://www.epa.gov/watersense/watersense-products).~~

~~(ii) Safer Choice-certified products (products that contain safer chemical ingredients) (https://www.epa.gov/saferchoice/products).~~

~~(iii) Product and services that meet EPA Recommendations of Specifications, Standards, and Ecolabels in effect as of October 2023 (https://www.epa.gov/greenerproducts/recommendations-specifications-standards-and-ecolabels-federal-purchasing).~~

(b) Requirements.

(1) The sustainable products and services, including the purchasing program and type of product or service, that are applicable to this contract, and any products or services that are not subject to this clause, will be set forth in the statement of work or elsewhere in the contract.

(2) The Contractor shall ensure that the sustainable products and services required by this contract are—

(i) Delivered to the Government;

(ii) Furnished for use by the Government;

(iii) Incorporated into the construction of a public building or public work; and

(iv) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract (versus costs which are normally applied to the Contractor's general and administrative expenses or indirect costs). This includes services performed by contractors performing management and operation of Government-owned facilities to the same extent that, at the time of award, an agency would be required to comply if an agency operated or supported the facility.

~~(3)(i) Except as provided in paragraph (b)(3)(ii) of this clause, sustainable products and services must meet the applicable standards, specifications, or other program requirements at time of quote or offer submission; and~~

~~(ii) Sustainable products and services must meet the EPA Recommendations of Specifications, Standards, and Ecolabels in effect as of October 2023.~~

(c) Resource. The Green Procurement Compilation (GPC) available at https://sftool.gov/greenprocurement provides a comprehensive list of sustainable products and services and sustainable acquisition guidance. The Contractor should review the GPC when determining which [statutory] purchasing programs apply to a specific product or service.

(End of clause)

LIST OF ATTACHMENTS

Number	Description	Number of Pages
1	Statement of Work	4
2	Wage Determination	19
3	Price Schedule	1

Construction wage rate requirements are applicable to this project. Current prevailing wage determination(s) at time of issuance of solicitation are included in this Section.

In the event the current prevailing Wage Determination is changed by the Department of Labor prior to the closing date of this solicitation, it is the Offeror's responsibility to insure the most recent determination is used in preparing the proposal. An amendment will not be issued prior to closing to change Wage Determination dates and/or numbers. Should the wage rate change after closing, but prior to award, the updated Wage Determination will be incorporated by amendment and issued to all Offerors submitting a proposal. If applicable, these Offerors/contractors will be given an opportunity to provide revised proposals solely to amend proposals due to Wage Determination changes. If the wage determination modification does not change any affected wage rates then the provisions of FAR 22.404-5(c)(4) will apply.

Applicable wage rates can be found at https://sam.gov/