| SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) | 1. SOLICITATION NO. 140P8226B0006 | 2. TYPE OF SOLICITATION [X] SEALED BID (IFB) INVITATION FOR BID [ ] NEGOTIATED (RFP) REQUEST FOR PROPOSAL | 3. DATE ISSUED 06/10/2026 | PAGE 1 OF 39 PAGES |
|---|---|---|---|---|

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

| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. 0044043092 | 6. PROJECT NO. |
|---|---|---|

| 7. ISSUED BY CODE PPP | 8. ADDRESS OFFER TO |
|---|---|
| NPS, PWR - HONO MABO<br>300 Ala Moana Blvd, Room 6-226<br>Box 50165<br>Honolulu HI 96850 | PWR_Sealed_Bids@nps.gov |

| 9. FOR INFORMATION CALL | a. NAME Michael Davidson | b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 8082851885 |
|---|---|---|

## SOLICITATION

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

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

PROJECT TITLE: DEMOLISH & REMOVE COMPOSTING TOILET & APPURTENANCES AT AIMAKAPA FISHPOND KALOKO-HONOK¿HAU NATIONAL HISTORICAL PARK (KAHO), HAWAI'I (PMIS # 340501)

This is a competitive 100% Small Business Set-Aside Invitation for Bid (IFB). The North American Industry Classification System (NAICS) code is 238910 with a size standard of $19.

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

All work shall be in strict compliance with the specifications.

Site Visit: Will be held on 25 Jun 2026. Contractors MUST pre-register by emailing Michael_davidson@ios.doi.gov. Although not mandatory, a site visit by interested parties is encouraged.

This is an electronic bid opening only. Submit bids to PWR_Sealed_Bids@nps.gov with the subject line as 140P8226B0006 DEMOLISH & REMOVE COMPOSTING TOILET & APPURTENANCES AT AIMAKAPA FISHPOND. Submit entire bid

Continued...

11. The contractor shall begin performance within 7 calendar days and complete it within 30 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] mandatory [ ] negotiable. *(See* 52.211-10 *).*

| 12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)* [X] YES [ ] NO | 12b. CALENDAR DAYS 7 |
|---|---|

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1200 ***(hour)*** local time 07/13/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee [X] is, [ ] is not required.

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

d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

## OFFER *(Must be fully completed by offeror)*

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

CODE FACILITY CODE

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

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

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

AMOUNTS ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

| AMENDMENT NUMBER | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| DATE. | | | | | | | | | | |

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

20b. SIGNATURE

20c. OFFER DATE

## AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

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

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

26. ADMINISTERED BY PPP

NPS, PWR - HONO MABO
300 Ala Moana Blvd, Room 6-226
Box 50165
Honolulu HI 96850

27. PAYMENT WILL BE MADE BY

### *CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE*

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

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

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

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

Michael Davidson

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | package as one .pdf file. The size limitation of the email box is 34 MB. The bid package should include all items listed in Section B.<br><br>The Bid Opening will be held approximately 24 hours after the bid due date/time. Bid opening information will be in an amendment.<br><br>Any questions concerning this solicitation MUST be submitted in writing and received in the contracting office NO LATER THAN 12:00 PM Mountain Time) on 1 July 2026. Questions received after this date may or may not be addressed, at the discretion of the Contracting Officer. Questions may be sent via email to Michael_Davidson@ios.doi.gov (DO NOT send bids to this email address). Each question should clearly specify the IFB area to which it refers. All questions answered will be provided to all prospective offerors through a solicitation amendment posted on the Internet at the web page address (URL) of: www.sam.gov. The identity of the prospective offerors asking<br>questions will be withheld.<br><br>Delivery: 08/31/2026<br>Delivery Location Code: 0011285196<br>NPS, Kaloko-Honokohau NHP<br>74-4968 Queen Kaahumanu Hwy.<br>Kailua-Kona HI 96740 US | | | | |
| 00010 | DEMOLISH & REMOVE COMPOSTING TOILET & APPURTENANCES AT AIMAKAPA FISHPOND<br>Product/Service Code: P400<br>Product/Service Description: SALVAGE-DEMOLITION<br>OF BUILDINGS<br><br>Period of Performance: 08/01/2026 to 08/31/2026<br><br>National Park Service Points of Contact:<br>Michael Davidson, Contracting Officer,<br>michael_davidson@ios.doi.gov | | | | |

Contents

Section A – Solicitation / Contract Form ..... 10
Special Notice for Bidders ..... 10
Section B - Supplies or Services/Prices ..... 10
Section C - Description/Specifications STATEMENT OF WORK ..... 10
Section E - Inspection and Acceptance 52.246-12 INSPECTION OF CONSTRUCTION. (AUG 1996) ..... 11
Section F - Deliveries or Performance ..... 11
52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK. (APR 1984) ..... 11
52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984) ..... 11
52.242-14 SUSPENSION OF WORK (APR 1984) ..... 11
Section G - Contract Administration Data ..... 11
1452.201-70 AUTHORITIES AND DELEGATIONS. (SEP 2011) ..... 13
Section I - Contract Clauses ..... 14
52.202-1 DEFINITIONS. (JUN 2020) ..... 14
52.203-3 GRATUITIES. (APR 1984) ..... 14
52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014) ..... 15
52.203-7 ANTI-KICKBACK PROCEDURES. (JUN 2020) ..... 15
52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014) ..... 15
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014) ..... 15
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (JUN 2020) ..... 15
52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (NOV 2023) ..... 15
52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS. (JAN 2017) ..... 15
52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUN 2020) ..... 15
52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018) ..... 15
52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) ..... 15
52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS. (OCT 2016) ..... 15
52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTEANNCE (AUG 2020) ..... 15
52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) ..... 15
52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES. (DEC 2023) ..... 15
52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (JAN 2025) ..... 15
52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015) ..... 15
52.214-29 ORDER OF PRECEDENCE - SEALED BIDDING. (JAN 1986) ..... 15
52.217-5 EVALAUTIONS OF OPTIONS. (JULY 1990) ..... 15
52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (NOV 2020) ..... 15
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (JAN 2025) ..... 15
52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JAN 2025) ..... 15
52.222-3 CONVICT LABOR. (JUN 2003) ..... 15
52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION. (MAY 2018) ..... 15
52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS. (AUG 2018) ..... 15
52.222-7 WITHHOLDING OF FUNDS. (MAY 2014) ..... 15

52.222-8 PAYROLLS AND BASIC RECORDS. (JUL 2021)....16
52.222-9 APPRENTICES AND TRAINEES. (JUL 2005)....16
52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS. (FEB 1988)....16
52.222-11 SUBCONTRACTS (LABOR STANDARDS). (MAY 2014)....16
52.222-12 CONTRACT TERMINATION - DEBARMENT. (MAY 2014)....16
52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS. (MAY 2014)....16
52.222-14 DISPUTES CONCERNING LABOR STANDARDS. (FEB 1988)....16
52.222-15 CERTIFICATION OF ELIGIBILITY. (MAY 2014)....16
52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (JUN 2020)....16
52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUN 2020)....16
52.222-37 EMPLOYMENT REPORTS ON VETERANS. (JUN 2020)....16
52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)....16
52.222-50 COMBATING TRAFFICKING IN PERSONS. (NOV 2021)....17
52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (JAN 2025)....17
52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706. (JAN 2022)....17
52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS. (APR 2026)....17
52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)17
52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY 2024)....19
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (FEB 2021)....23
52.226-7 DRUG-FREE WORKPLACE. (MAY 2024)....23
52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (MAY 2024)....23
52.227-1 AUTHORIZATION AND CONSENT. (JUN 2020)....23
52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS. (DEC 2007)....23
52.228-2 ADDITIONAL BOND SECURITY. (OCT 1997)....23
52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)....23
52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (DEC 2022)....23
52.228-14 IRREVOCABLE LETTER OF CREDIT. (NOV 2014)....23
52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)....23
52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS-NOTICE AND REPRESENTATION....23
Tax on Certain Foreign Procurements—Notice and Representation (Jun 2020)....23
(a)*Definitions*. As used in this provision—....23
*Foreign person* means any person other than a United States person....23
*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area....23
*United States person* as defined in 26 U.S.C. 7701(a)(30) means....23
(1)A citizen or resident of the United States;....23
(2)A domestic partnership;....23
(3)A domestic corporation;....23
(4)Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and....23
(5)Any trust if–....23
(i)A court within the United States is able to exercise primary supervision over the administration of the trust; and....23
(ii)One or more United States persons have the authority to control all substantial decisions of the trust....23
(b)Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C....24

© Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS. .....24
(d)For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that .....24
(1)It □ is □ is not a foreign person; and.....24
(2)If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 □ a full exemption, or □ partial or no exemption [Offeror shall select one] from the excise tax. .....24
(e)If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then— .....24
(1)The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and .....24
(2)The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.....24
(f)If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract. .....24
(g)A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions. .....24
(End of provision) .....24
52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS. (MAY 2014).....24
52.232-17 INTEREST. (MAY 2014).....24
52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014).....24
52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS. (JAN 2017) .....24
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (OCT 2018) .....24
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013) .....24
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (MAR 2023) .....24
52.233-1 DISPUTES. (MAY 2014) .....25
52.233-3 PROTEST AFTER AWARD. (AUG 1996) .....25
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004).....25
52.236-2 DIFFERING SITE CONDITIONS. (APR 1984).....25
52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK. (APR 1984) .....25
52.236-5 MATERIAL AND WORKMANSHIP. (APR 1984).....25
52.236-6 SUPERINTENDENCE BY THE CONTRACTOR. (APR 1984) .....25
52.236-7 PERMITS AND RESPONSIBILITIES. (NOV 1991).....25
52.236-8 OTHER CONTRACTS. (APR 1984) .....25
52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. (APR 1984).....25
52.236-10 OPERATIONS AND STORAGE AREAS. (APR 1984) .....25
52.236-11 USE AND POSSESSION PRIOR TO COMPLETION. (APR 1984).....25
52.236-12 CLEANING UP. (APR 1984).....25

52.236-13 ACCIDENT PREVENTION. (NOV 1991) ....25
52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES. (APR 1984) ....25
52.236-17 LAYOUT OF WORK. (APR 1984) ....25
52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION. (FEB 1997) ....25
52.236-26 PRECONSTRUCTION CONFERENCE. (FEB 1995) ....25
52.240-1 PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES. (NOV 2024) ....25
52.242-13 BANKRUPTCY. (JUL 1995) ....25
52.243-4 CHANGES. (JUN 2007) ....25
52.246-21 WARRANTY OF CONSTRUCTION. (MAR 1994) ....25
52.248-3 VALUE ENGINEERING - CONSTRUCTION. (OCT 2020) ....25
52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION). (APR 1984) ....26
52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998) ....26
52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020) ....26
52.228-11 INDIVIDUAL SURETY-PLEDGE OF ASSETS. (Feb 2021) (Deviation May 2023) ....26
(a)The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond— ....26
(1)A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and ....26
(2)Standard Form 28, Affidavit of Individual Surety. (Except that the words “being duly sworn, depose and say” on the standard form 28 are replaced with the word “affirm” and the Standard Form 28 is not required to be sworn and notarized in block 12). ....26
(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— ....26
(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. ....26
(2)*Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1))*. For the full contract performance period plus 1 year. ....26
(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. ....26
(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— ....26
(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. ....26
(2)*Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1))*. For the full contract performance period plus 1 year. ....26
(3)Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment. ....26
(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. ....26
(End of clause) ....26
52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION. (JUN 2020)(Deviation May 2023) ....26

(a)*Definitions*. As used in this clause-....26
*Original contract price* means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award....26
(b)*Amount of required bonds*. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows: ....27
(1)*Performance bonds ( Standard Form 25)*. (Except that a seal is not required) The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price....27
(2)*Payment Bonds ( Standard Form 25A)*. (Except that a seal is not required) The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price....27
(3)Additional bond protection....27
(i)The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price. ....27
(ii)The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond....27
(c)*Furnishing executed bonds*. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work....27
(d)*Surety or other security for bonds*. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the: ...27
U.S. Department of the Treasury, ....27
Financial Management, ....27
Service Surety Bond Branch, ....27
3700 East West Highway, ....27
Room 6 F01, ....27
Hyattsville, MD 20782....27
Or via the internet at http://www.fms.treas.gov/c570/....27
(e)*Notice of subcontractor waiver of protection* (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract. ....27
52.253-1 COMPUTER GENERATED FORMS. (JAN 1991) ....27
1452.203-70 RESTRICTIONS ON ENDORSEMENTS (JUL 1996)....27
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....27
(End of clause)....28
1452.204-70 RELEASE OF CLAIMS (JUL 1996) ....28
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....28
(End of clause) ....28

1452.228-70 LIABILITY INSURANCE (JUL 1996) ....28
Section J - List of Documents, Exhibits and Other Attachments ....28
Section K - Representations, Certifications, and Other Statements of Bidders....29
52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (JAN 2025) (DEVIATION FEB 2025) ....29
52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION. (NOV 2021)....34
52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING. (AUG 2020) ....36
52.204-22 ALTERNATIVE LINE ITEM PROPOSAL. (JAN 2017) ....36
52.204-29 FEDERAL SUPPLY CHAIN SECURITY ACT ORERS- REPRESENTATION AND DISCLOSURES ....36
52.204-30 FEDERAL ACQUISTION SUPPLY CHAIN SECURITY ACT ORDERS-PROHIBITION....36
52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS. (DEC 2016) ....36
52.214-4 FALSE STATEMENTS IN BIDS. (APR 1984)....36
52.214-5 SUBMISSION OF BIDS. (DEC 2016)....36
52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS. (APR 1984) ....36
52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS. (NOV 1999) ....36
52.214-12 PREPARATION OF BIDS (APR 1984) ....36
52.214-18 PREPARATION OF BIDS - CONSTRUCTION. (APR 1984) ....36
52.214-19 CONTRACT AWARD - SEALED BIDDING - CONSTRUCTION. (AUG 1996) ....36
52.216-1 TYPE OF CONTRACT. (APR 1984)....37
52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS-SECONDARY SITE OF THE WORK. (MAY 2014)....37
52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT - CONSTRUCTION MATERIALS. (MAY ....37
2014)....37
52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATION AND CERTIFICATIONS (JUN 2020) ....38
52.228-1 BID GUARANTEE. (SEP 1996)....38
52.228-17 INDIVIDUAL SURETY – PLEDGE OF ASSESTS. (FEB 2021) ....38
1452.233-2 SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR (JUL 1996) (DEVIATION).....38
52.236-27 Site Visit (Construction) (FEB 1995) Alternate I (FEB 1995)....39
52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998) ....39
Section M - Evaluation Factors for Award ....39

## Section A – Solicitation / Contract Form

Invitation for Bids (IFB), 140P8226B0006, is issued on a Standard Form (SF) 1442, Solicitation, Offer, and Award document. Reference DIAR 1436.270-1 Uniform contract format.

**Special Notice for Bidders**

Signing of the bid shall be deemed to be a representation by the bidder that:

1.) Bidder is a construction contractor who owns, operates, or maintains a place of business, regularly engaged in the work described herein; or
2.) If newly entering into a construction activity, bidder has made all necessary arrangements for personnel, construction equipment, and required licenses to perform construction work as specified; and
3.) Upon request, prior to award, bidder will promptly furnish to the Government a statement of facts in detail as to bidder's previous experience (including recent and current contracts), organization (including company officers), technical qualifications, financial resources and facilities available to perform the contemplated work.

This will be an electronic bid opening. A Microsoft Teams meeting information will be provided with an amendment. Submit entire bid package as one PDF file.

## Section B - Supplies or Services/Prices

Preparation of Bids: The Government will not be responsible for any costs incurred by offeror in the research, preparation, or submission of its bid.

- **SF1442:** Complete Standard Form (SF) 1442: Bidder is to complete Blocks 14 through 20. Bidders shall include their SAM registered UIED number in Block 14 of the SF1442 when submitting their offer. Bidders must include original signatures of individual(s) authorized to sign for the company in accordance with FAR 4.102.

- **AMENDMENTS**: Bidders must acknowledge all solicitation amendments when submitting final bids.

- **CONTRACT BID SCHEDULE**: Indicate the lump sum (total) proposal price in Block 17. A detailed breakdown of the Bidder's proposal price (e.g., labor, materials, profit, overhead, and other pricing elements) are not requested at this time; however, may be requested by the Contracting Officer during the pre-award process. **Complete and submit Contract Bid Schedule (Attachment 8).**

- **SECTION K REPRESENTATIONS AND CERTIFICATIONS**: Submit a completed copy of provision 52.204-8 shown in section "K" of this solicitation. Complete all required representations and certifications if they are not available at www.SAM.gov. Your firm must maintain current, active registration at www.SAM.gov to be eligible for award. In accordance with FAR 4.1102 Offerors are required to be registered in www.SAM.gov at the time an offer is submitted.

- Complete required Provisions to include 52.204-24, 52.204-26 and 52.229-11 and return with your bid.

- Bid Guarantees must be provided with Bid package.

A bid **MUST** be submitted to email PWR_Sealed_Bids@nps.gov **or it will be considered non-responsive**. The bid opening will occur approximately 24 hours (may be delayed until the next business day if bid due date falls on a Friday) after the bid due date to avoid any potential delays in receiving the bids in the NPS email system.

## Section C - Description/Specifications

**STATEMENT OF WORK**

The Statement of work (Construction Specifications) is included as attachment A in Section

J.

## Section D – Packaging and Marking

Not Applicable

## Section E - Inspection and Acceptance

**52.246-12 INSPECTION OF CONSTRUCTION. (AUG 1996)**

## Section F - Deliveries or Performance

**52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK. (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 7 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire project 30 calendar days after Notice to Procced is issued. The time stated for completion shall include final cleanup of the premises.

(End of clause)

**52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)**

**52.242-14 SUSPENSION OF WORK (APR 1984)**

## Section G - Contract Administration Data

(a) Contact Information:

**Contracting Officer**
Michael Davidson
Email: Michael_Davidson@ios.doi.gov

**Contracting Officer Representative**
Scott Henrickson
Email: Scott_Henrickson@nps.gov

(b) The Contracting Officer (CO) is the only person authorized to approve changes or modify any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the CO. In the event the contractor effects any such change at the direction of any person other than the CO, the change will be considered made without authority and no adjustment will be made in the contract price to cover increase in costs incurred as a result thereof.

(c) Contractual problems, of any nature, which might occur during the life of the contract, must be handled in conformance with very specific public laws and regulations (e.g., Federal Acquisition Regulation), and must be referred to the CO for resolution. Only the CO is authorized to formally resolve such problems. Therefore, the contractor is hereby directed to bring all such contractual problems to the immediate attention of the CO.

(d) Any request for contract changes/modifications shall be submitted to the CO.

(e) The contractor and the Government may agree to perform a no-cost field change. Field changes are made when the change appears to be mutually beneficial to all parties and would not require changing the negotiated line items. An example of a field change is: rerouting planned location of a sidewalk to avoid a tree (when quantities are not changed). All field changes must be

approved by the CO prior to execution.

(f) All correspondence concerning this contract, such as requests for information (RFI), explanation of terms, and contract interpretation, shall be submitted to the CO.

FINAL PAYMENT
Final payment will be made only after receipt of all payrolls to include subcontractors, SF 1413 Statement of Acknowledgement for each subcontractor, project schedule, updated progress reports, material submittals, test reports, as-built drawings, and release of claims. Contractor must provide a signed copy of the 'Release of Claims' to the Contract Administrator upon submittal of final invoice.

AVAILABILITY OF UTILITIES SERVICES
Notwithstanding the provisions of contract clause FAR 52.236-14, Availability and Use of Utility Services, all reasonable required amounts of water, gas, electricity, etc., essential to contract performance shall be made available, at no cost to the contractor, from existing systems, outlets, and supplies. All temporary connections, outlets, and distribution lines as may be required will be installed by the contractor at the contractor's own expense.

UTILITIES CONSERVATION
The contractor will be required to participate in government energy conservation programs. For the purpose of this contract, utilities such as water, electricity, etc., will be furnished by the government at no cost to the contractor.

OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) INSPECTIONS
The contractor shall be subject to inspections under the OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) program by inspectors of the Department of Labor.

**NOTICE TO CONTRACTORS - CPARS (DEC 2015) Notice to Contractors**

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

2) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

3) We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.

4) When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/.

5) Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/.

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

b) Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.

c) All information provided should be reviewed for accuracy prior to submission.

d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting "Accept the Ratings and Close the Evaluation".

e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it has been closed.

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

6) The following guidelines apply concerning your use of the past performance evaluation:

a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.

b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

c) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

7) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

8) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of notice)

**Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP)**
(February 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.

*Invoice to be on company letterhead with stated contract number and itemized invoice shall be included as an attachment.

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

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

**1452.201-70 AUTHORITIES AND DELEGATIONS. (SEP 2011)**

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

**1452.204-70 RELEASE OF CLAIMS (JUL 1996)**

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

(End of clause)

## Section I - Contract Clauses

**52.202-1 DEFINITIONS. (JUN 2020)**

**52.203-3 GRATUITIES. (APR 1984)**

**52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)**

**52.203-7 ANTI-KICKBACK PROCEDURES. (JUN 2020)**

**52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)**

**52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)**

**52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (JUN 2020)**

**52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (NOV 2023)**

**52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS. (JAN 2017)**

**52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUN 2020)**

**52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)**

**52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

**52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS. (OCT 2016)**

**52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTEANNCE (AUG 2020)**

**52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

**52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES. (DEC 2023)**

**52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (NOV 2021)**

**52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION. (JUN 2023)**

**52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (JAN 2025)**

**52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)**

**52.214-29 ORDER OF PRECEDENCE - SEALED BIDDING. (JAN 1986)**

**52.217-5 EVALAUTIONS OF OPTIONS. (JULY 1990)**

**52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (NOV 2020)**

**52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (JAN 2025)**
**52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JAN 2025)**

**52.222-3 CONVICT LABOR. (JUN 2003)**

**52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION. (MAY 2018)**

**52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS. (AUG 2018)**

**52.222-7 WITHHOLDING OF FUNDS. (MAY 2014)**

**52.222-8 PAYROLLS AND BASIC RECORDS. (JUL 2021)**

**52.222-9 APPRENTICES AND TRAINEES. (JUL 2005)**

**52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS. (FEB 1988)**

**52.222-11 SUBCONTRACTS (LABOR STANDARDS). (MAY 2014)**

**52.222-12 CONTRACT TERMINATION - DEBARMENT. (MAY 2014)**

**52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS. (MAY 2014)**

**52.222-14 DISPUTES CONCERNING LABOR STANDARDS. (FEB 1988)**

**52.222-15 CERTIFICATION OF ELIGIBILITY. (MAY 2014)**

**52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (JUN 2020)**

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUN 2020)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**52.222-37 EMPLOYMENT REPORTS ON VETERANS. (JUN 2020)**

**52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT.**

**(DEC 2010)**

**52.222-50 COMBATING TRAFFICKING IN PERSONS. (NOV 2021)**

**52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (JAN 2025)**

**52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026. (JAN 2022)**

**52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706. (JAN 2022)**

**52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS. (APR 2026)**

(a)Definitions. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.
(b)In connection with the performance of work under this contract, the Contractor agrees as follows:

(1)The Contractor will not engage in any racially discriminatory DEI activities;
(2)The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
(3)In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
(4)The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
(5)The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
(6)The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

**52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)**

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

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

| Material (If none, insert "None") | Identification No. |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

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

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

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

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

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

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

(End of clause)

**52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY 2024)**

**52.225-9 BUY AMERICAN – CONSTRUCTION MATERIALS. (OCT 2022)**

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

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

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

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

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

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

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

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

*Cost of components means—*

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

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

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

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

*Domestic construction material* means—

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

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

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

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

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

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

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

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

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

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

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

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

(b) Domestic preference.

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

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

*None*

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

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

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

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

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

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

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

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

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

**Foreign and Domestic Construction Materials Price Comparison**

| **Construction material description** | **Unit of measure** | **Quantity** | **Price (dollars)*** |
|---|---|---|---|
| Item 1: | | | |
| Foreign construction material. | _____ | _____ | _____ |
| Domestic construction material. | _____ | _____ | _____ |
| Item 2: | | | |
| Foreign construction material. | _____ | _____ | _____ |
| Domestic construction material. | _____ | _____ | _____ |

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

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

[*Include other applicable supporting information.*]

(End of clause)

**52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (FEB 2021)**

**52.226-7 DRUG-FREE WORKPLACE. (MAY 2024)**

**52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (MAY 2024)**

**52.227-1 AUTHORIZATION AND CONSENT. (JUN 2020)**

**52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS. (DEC 2007)**

**52.228-2 ADDITIONAL BOND SECURITY. (OCT 1997)**

**52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)**

**52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (DEC 2022)**

**52.228-14 IRREVOCABLE LETTER OF CREDIT. (NOV 2014)**

**52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)**

**52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS-NOTICE AND REPRESENTATION**

**Tax on Certain Foreign Procurements—Notice and Representation (Jun 2020)**

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

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

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

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

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

(2)A domestic partnership;

(3)A domestic corporation;

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

(5)Any trust if–

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

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

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

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

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

(1)It □ is □ is not a foreign person; and

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

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

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

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

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

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

**(End of provision)**

**52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS. (MAY 2014)**

**52.232-17 INTEREST. (MAY 2014)**

**52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)**

**52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS. (JAN 2017)**

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)**

**52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)**

**52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (MAR 2023)**

(a) (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or

fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

**52.233-1 DISPUTES. (MAY 2014)**

**52.233-3 PROTEST AFTER AWARD. (AUG 1996)**

**52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**

**52.236-2 DIFFERING SITE CONDITIONS. (APR 1984)**

**52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK. (APR 1984)**

**52.236-5 MATERIAL AND WORKMANSHIP. (APR 1984)**

**52.236-6 SUPERINTENDENCE BY THE CONTRACTOR. (APR 1984)**

**52.236-7 PERMITS AND RESPONSIBILITIES. (NOV 1991)**

**52.236-8 OTHER CONTRACTS. (APR 1984)**

**52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. (APR 1984)**

**52.236-10 OPERATIONS AND STORAGE AREAS. (APR 1984)**

**52.236-11 USE AND POSSESSION PRIOR TO COMPLETION. (APR 1984)**

**52.236-12 CLEANING UP. (APR 1984)**

**52.236-13 ACCIDENT PREVENTION. (NOV 1991)**

**52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES. (APR 1984)**

**52.236-17 LAYOUT OF WORK. (APR 1984)**

**52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION. (FEB 1997)**

**52.236-26 PRECONSTRUCTION CONFERENCE. (FEB 1995)**

**52.240-1 PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES. (NOV 2024)**

**52.242-13 BANKRUPTCY. (JUL 1995)**

**52.243-4 CHANGES. (JUN 2007)**

**52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (JAN 2025)**

**52.246-21 WARRANTY OF CONSTRUCTION. (MAR 1994)**

**52.248-3 VALUE ENGINEERING - CONSTRUCTION. (OCT 2020)**

**52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)**

**52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION). (APR 1984)**

**52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

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

(End of clause)

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)**

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

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

(End of clause)

**52.228-11 INDIVIDUAL SURETY-PLEDGE OF ASSETS. (Feb 2021) (Deviation May 2023)**

(a)The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond—
(1)A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and
(2)Standard Form 28, Affidavit of Individual Surety. (Except that the words "being duly sworn, depose and say" on the standard form 28 are replaced with the word "affirm" and the Standard Form 28 is not required to be sworn and notarized in block 12).
(b)The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—
(1)*Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 (40 U.S.C. 3131)*. Until completion of any warranty period, or for 1 year following final payment, whichever is later.
(2)*Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1))*. For the full contract performance period plus 1 year.
(3)*Other contracts not subject to the requirements of paragraph (b)(1) of this clause*. Until completion of any warranty period, or for 90 days following final payment, whichever is later.
(c)A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—
(1)*Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 which require performance and payment bonds (40 U.S.C. 3131)*. For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.
(2)*Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1))*. For the full contract performance period plus 1 year.
(3)Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.
(d)The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.
(End of clause)

**52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION. (JUN 2020)(Deviation May 2023)**

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

*Original contract price* means the award price of the contract; or, for requirements contracts, the price payable for the estimated total

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

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

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

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

(3)Additional bond protection.

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

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

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

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

**U.S. Department of the Treasury,**

**Financial Management,**

**Service Surety Bond Branch,**

**3700 East West Highway,**

**Room 6 F01,**

**Hyattsville, MD 20782.**

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

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

**52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)**

**1452.203-70 RESTRICTIONS ON ENDORSEMENTS (JUL 1996)**

**The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in** FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is

considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.
(End of clause)

**1452.204-70 RELEASE OF CLAIMS (JUL 1996)**
After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.
(End of clause)

**1452.228-70 LIABILITY INSURANCE (JUL 1996)**

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

$1M each person

$1M each occurrence

$1M property damage

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

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

| Attachment Number | Title | #Pages | Date |
|---|---|---|---|
| 1 | Construction Specifications | 67 | 1 Mar 2026 |
| 2 | GFD #1 | 4 | 1 Mar 2026 |
| 3 | GFD #2 | 2 | 1 Mar 2026 |
| 4 | GFD #3 | 18 | 1 Mar 2026 |
| 5 | Payment Bond SF25A-23A | 2 | 10 Jun 2026 |
| 6 | Performance Bond SF25-23a | 2 | 10 Jun 2026 |
| 7 | Wage Determination | 48 | 27 May 2026 |
| 8 | Contractor Bid Schedule | 1 | 10 Jun 2026 |

## Section K - Representations, Certifications, and Other Statements of Bidders

**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 236220.

(2) The small business size standard is $45M.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees 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 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, Certification Regarding 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) X 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.

(xv) 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.

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

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

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

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

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

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

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

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

(xxi) 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.

(xxii) 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.)

[X ] (i) 52.204-17, Ownership or Control of Offeror.

[X ] (ii) 52.204-20, Predecessor of Offeror.

[ X] (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.

(b) The Offeror has completed the annual representations and certifications electronically in SAM 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.

(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 and 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) *Representations*. 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-REPRESENATION. (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)

**52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION. (NOV 2021)**

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

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

(1) The Offeror certifies that-

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

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

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

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

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

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament

agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or

disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

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

(d) Do not submit an offer unless-

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

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

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

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

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

(End of provision)

**Section L - Instructions, Conditions, and Notices to Bidders**

**52.204-7 SYSTEM FOR AWARD MANAGEMENT. (NOV 2024)**

**52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING. (AUG 2020)**

**52.204-22 ALTERNATIVE LINE ITEM PROPOSAL. (JAN 2017)**
**52.204-29 FEDERAL SUPPLY CHAIN SECURITY ACT ORERS- REPRESENTATION AND DISCLOSURES**
**52.204-30 FEDERAL ACQUISTION SUPPLY CHAIN SECURITY ACT ORDERS-PROHIBITION**

**52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS. (DEC 2016)**

**52.214-4 FALSE STATEMENTS IN BIDS. (APR 1984)**

**52.214-5 SUBMISSION OF BIDS. (DEC 2016)**

**52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS. (APR 1984)**

**52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS. (NOV 1999)**

**52.214-12 PREPARATION OF BIDS (APR 1984)**

**52.214-18 PREPARATION OF BIDS - CONSTRUCTION. (APR 1984)**

**52.214-19 CONTRACT AWARD - SEALED BIDDING - CONSTRUCTION. (AUG 1996)**

**52.216-1 TYPE OF CONTRACT. (APR 1984)**

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

(End of provision)

**52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS-SECONDARY SITE OF THE WORK. (MAY 2014)**

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(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.

(End of provision)

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

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

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

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

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

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

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material

for which the Government has not yet determined an exception applies.

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

**52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATION AND CERTIFICATIONS (JUN 2020)**

**52.228-1 BID GUARANTEE. (SEP 1996)**

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be twenty (20) percent of the bid price or $3 million, whichever is less.

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

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

(End of provision)

**52.228-17 INDIVIDUAL SURETY – PLEDGE OF ASSESTS. (FEB 2021)**

**1452.233-2 SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR (JUL 1996) (DEVIATION)**

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

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

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the

Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW, Room 6511, Washington, DC 20240.

(End of provision)

**52.236-27 Site Visit (Construction) (FEB 1995) 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 bidders are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled. See Block 10 of SF1442.

**Each contractor must pre-register with this office with the number of attendees. (Email:** Michael_Davidson@ios.doi.gov)

(End of Provision)

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

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

(End of provision)

## Section M - Evaluation Factors for Award

No evaluation factors used as this is a Sealed Bid solicitation.