United States Department of the Interior

NATIONAL PARK SERVICE
CONTRACTING OPERATIONS - CENTRAL
1849 C Street
NW Washington, DC 20240

Date: July 9, 2026

NOTICE TO OFFERORS/SOLICITATION

Project Description: Lyndon B. Johnson (LYJO) Reroof Historic Barns & Settlement Cabin, structural repairs and Boyhood Barn, and Smokehouse

A. Project Location: Johnson Boyhood Home (Barn and Smokehouse), 200 East Elm Street, Johnson City, Texas 87836
B. Second Project Location: Johnson Settlement (Bruckner Barn, Cooler House and Bid Option 01 - Settlement Cabin), 100 Lady Bird Lane Ste 329, Johnson City, TX 78636
C. The Work consists of the following:

1. The work includes, but is not limited to, the following:
   a. Removal of wood shingles, repair to wood joists, wood purlins and reinstallation of new Synthetic shake/shingle roofs at the Bruckner Barn and Stubbs Cooler Building (Stubbs Well House), the barn and smoke house at the Boyhood Home Unit.
   b. Remove and reinstallation of lightning protection on Bruckner Barn, Polk Barn, and Stubbs Cooler House (Stubbs Well House) and the Boyhood Home' Barn
   c. Add lightning protection to the Smokehouse at the Boyhood Home
   d. Bid Option 01: Removal of wood shingles, repair/replace wood purlins and installation of new Synthetic shake/shingle roofs at Settlement Cabin.
   e. Bid Option 02: Remove and reinstallation of lightning protection on Settlement Cabin roof.

Location:
Lyndon B. Johnson (LYJO) National Historic Park
100 Ladybird Lane
Johnson City, TX 78636
(Blanco County)

Instruction to Offerors:
Before submitting a proposal or any questions regarding the solicitation, please be sure to read the entire solicitation package carefully. Submit your proposal and questions via email to the contracting officer. Mailed/hard copy proposals will not be accepted. Return the following items with your response:

Official Proposal
Acknowledgment of any/all Amendments to Solicitation

Interested contractors must be registered in SAM (System for Award Management, www.sam.gov) and complete online representations and certifications before the solicitation response due date.

Contract Type: Firm Fixed Price

Period of Performance: 08/31/2026 – 06/07/2027 or 280 days after notice to proceed

Wage Rates:

General Wage Rate Decision Number: TX20260193, (May 18, 2026 mod 1)
State and County: Blanco County, TX
Construction Type: Building

Site Visit Date/Time/Address:
10:00AM CST - Wednesday, **July 15, 2026** at the Project Location detailed above

RSVP: If you plan on attending the site visit you shall RSVP to the Contracting Officer Ruth Pagan, ruth_pagan@ios.doi.gov no later than July 14, 2026 12:00 PM CDT.

Site Visit Contact: Donald Stephens, Donald_stephens@nps.gov

Questions Due Date: 12PM CST – Tuesday, **July 22, 2026**

Response Due Date: 12:00 PM CST **– Monday , August 3, 2026**

Proposal Acceptance Period: Must be valid for 30/60/90 days

Bonds:
A bid bond is ***not*** required.
Contractors are reminded that any amount awarded over $35,000 requires submission of a Payment Bond. Any amount over $150,000.00 requires both payment and performance bonds. Bonds are due no later than 10 calendar days after award.

Basis for Award: Lowest Price Technically Acceptable

Format for Proposals:
1. Proposals shall be 8 ½" x 11"
2. A page is defined as one face of a sheet of paper containing information
3. Typing shall not be less than 12 pitches (Times New Roman/Ariel/Etc.), 1-inch border, no artistic script fonts for readability
4. Elaborate formats, bindings or color presentations are not desired or required

List of Attachments:
1. Project Specifications – 169 Pages
2. Drawings – 13 pages
3. Pricing Sheet – 1 page
4. Wage Rate Determinations – 5 Pages
5. Request for Information – 1 page
6. Site Visit – 2 pages

All attachments are found at:

For Further Information:
Solicitation Contact Information: Ruth Pagan will be the main point of contact for this solicitation and can be reached at ruth_pagan@ios.doi.gov

Any and all questions shall be submitted via email only; no verbal questions will be accepted. Please be sure to include the solicitation number in your proposal and in the subject line of any email submitted.

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140PS126Q0036	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 07/09/2026	PAGE 1 OF 33 PAGES

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0044047320	6. PROJECT NO.

7. ISSUED BY CODE PS1	8. ADDRESS OFFER TO
DOI, NPS ConOps Strategic Business Services Contracting Division 1849 C Street MS2719 Washington DC 20240	

9. FOR INFORMATION CALL	a. NAME Ruth Pagan	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*

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)*

A. Project Location: Johnson Boyhood Home (Barn and Smokehouse), 200 East Elm Street, Johnson City, Texas 87836

B. Second Project Location: Johnson Settlement (Bruckner Barn, Cooler House and Bid Option 01 - Settlement Cabin), 100 Lady Bird Lane Ste 329, Johnson City, TX 78636

C. The Work consists of the following:

1.The work includes, but is not limited to, the following:

a.Removal of wood shingles, repair to wood joists, wood purlins and reinstallation of new Synthetic shake/shingle roofs at the Bruckner Barn and Stubbs Cooler Building (Stubbs Well House), the barn and smoke house at the Boyhood Home Unit.

b. Remove and reinstallation of lightning protection on Bruckner Barn, Polk Barn, and Stubbs Cooler House (Stubbs Well House) and the Boyhood Home¿ Barn

c. Add lightning protection to the Smokehouse at the Boyhood Home

d. Bid Option 01: Removal of wood shingles, repair/replace wood purlins and installation of new Synthetic shake/shingle roofs at Settlement Cabin.

e. Bid Option 02: Remove and reinstallation of lightning protection on Settlement Cabin Roof.

Continued...

11. The contractor shall begin performance within 10 calendar days and complete it within 280 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☐ mandatory ☒ negotiable. ***(See*** _____ ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)* ☐ YES ☒ NO	12b. CALENDAR DAYS 0

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 1200 ***(hour)*** local time 08/03/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

d. Offers providing less than 0 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*
CODE FACILITY CODE	

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

AMOUNTS ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN ▶ *(4 copies unless otherwise specified)* ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT ☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY PS1 DOI, NPS ConOps Strategic Business Services Contracting Division 1849 C Street MS2719 Washington DC 20240	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* 0 *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)* Ruth Pagan
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)
	D. Project is designed to comply with NPS Sustainable Design Requirements as specified in Division 01 Section 018113 "Sustainable Design Requirements for Non-LEED Projects." E. Project will be constructed under a single prime contract. Removal of wood shingles, repair to wood joists, wood purlins and reinstallation of new Synthetic shake/shingle roofs at the Settlement Cabin, Bruckner Barn and Stubbs Cooler Building (Stubbs Well House), the barn and smoke house at the Boyhood Home Unit. Delivery: 10/05/2026 Delivery Location Code: 0011283252 NPS, Lyndon B. Johnson NHP 100 Ladybird Lane Johnson City TX 78636 US FOB: Destination				
00010	ReRoof Historic Settlement Structures Product/Service Code: Z2FA Product/Service Description: REPAIR OR ALTERATION OF FAMILY HOUSING FACILITIES Period of Performance: 06/01/2026 to 10/05/2026				
00020	ReRoof Settlement Cabin Product/Service Code: Z2FA Product/Service Description: REPAIR OR ALTERATION OF FAMILY HOUSING FACILITIES Period of Performance: 06/01/2026 to 10/05/2026				
00030	Re Roof Boyhood Barn Smoke House Product/Service Code: Z2FA Product/Service Description: REPAIR OR ALTERATION OF FAMILY HOUSING FACILITIES Period of Performance: 06/01/2026 to 10/05/2026				

I. DESCRIPTION

THIS IS A NOTICE OF INTENT FOR REQUEST FOR QUOTE. This is a combined synopsis/solicitation for commercial construction services prepared in accordance with FAR Part 12. This announcement constitutes the only solicitation. Offers are being requested and a separate written solicitation will not be issued.

Solicitation number **140PS126Q0036** is issued as a request for quote (RFQ) for Roof Replacement at Lyndon B. Johnson, 200 East Elm Street, Johnson City Texas 87836

This acquisition is set-aside for small business concerns. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

This requirement is a 100% total small business set-aside. The associated NAICS code is **238160**. The small business size standard is **$19M**. Provisions and clauses are incorporated in this solicitation document.

Anticipated Award Date: **August 2026 – performance to begin September 2026; Delivery Project Completion - 10 months After Notice To Proceed (NTP).**

To be considered for award your company must obtain a Unique Entity Identifier (UEI). Your company must also be registered in the System for Award Management (SAM) and be considered a small business for the size standard associated with the NAICS code found in block 10 on page one (1) of this solicitation, and this registration must be "active" in SAM at the time of quote/proposal close date/time - as well as, at the time of award and throughout the entire award/contract performance.

Website: https://www.sam.gov

If you have any registration questions or if you need assistance with registration or updating SAM, please contact the National APEX Accelerator nearest you.

Website: Home - National Apex Accelerator Alliance // APEX Accelerators

GENERAL INFORMATION:
This solicitation is a Request for Quote (RFQ) Solicitation issued on Standard Form (SF) 1442

Award of this contract will be made according to FAR Part 12 Acquisition of Commercial Products and Commercial Services. All references to "proposal" in this solicitation shall be understood to mean "quotation." Quotations shall be evaluated in an impartial manner and consideration given to those with the highest perceived value to the government.

Contract Type

The contract awarded as a result of this solicitation will be a firm-fixed price commercial contract/award.

Construction Contract Administration

Federal Acquisition Regulation (FAR) 36.211(b) and RFO FAR 36.101-4 requires agencies provide description of policies and procedures that apply to definitization of equitable adjustments for change

orders under construction contracts and data on the time required to definitize equitable adjustments for change orders under construction contracts. This information can be found at: *FAR Overhaul - Part 36 | Acquisition.GOV*

COMPLIANCE WITH RECENT EXECUTIVE ORDERS 14148/14208
System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

The following Federal Acquisition Regulation (FAR) provisions and clauses shall be applicable to this solicitation and award: For full text version of these provisions and clauses, please go to the following internet address: www.acquisition.gov

II. SUBMISSION REQUIREMENTS

Closing Response Date/Time:	**Quotes are due by 3 August 2026 @ 12PM CDT**
Contact Point or Contracting Officer:	**Ruth Pagan - email –** ruth_pagan**@ios.doi.gov**
Questions regarding this solicitation:	**Will only be accepted until 22 July 2026 @ 12PM CDT**
Submission Requirements / How to Submit an Offer:	Offers to be submitted via email Please see page #13 of this solicitation for submission requirement details.

III. LIST OF LINE-ITEMS

A price schedule is attached for your use; however, contractors may submit a separate pricing sheet if necessary to adequately provide all required information under the contract price schedule.

Contract Price Schedule National Park Service (NPS) - Denver Service Center (DSC) | 4/25-18
Solicitation Number: 140PS126Q0036

PARK - PMIS (Project Management Information System)**:**	**LYNDON B JOHNSON, PMIS: 241282, 241283, 250239**
Developed Area:	
Project Title:	**REROOF HISTORIC BARNS & SETTLEMENT CABIN WITH STONE REPOINTING AND STRUCTUARL REPAIRS AND BOYHOOD BARN AND SMOKEHOUSE**

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

Contract Line Item Number (CLIN)	Contract Line Item (CLI) Title	Quantity	Unit of Measure	Unit Price	Total Price
0010	Bruckner Barn Reroof with Synthetic Cedar Shingles	1	LS		
0020	Cooler Building Reroof with Synthetic Cedar Shingles	1	LS		
0030	Boyhood Home - Barn Reroof with Synthetic Cedar Shingles	1	LS		
0040	Boyhood Home - Reroof Smokehouse with Synthetic Cedar Shingles	1	LS		
0050	Bruckner Barn Lightning Protection	1	LS		
0060	Cooler Building Lightning Protection	1	LS		
0070	Boyhood House - Barn Lightning Protection	1	LS		
0080	Boyhood House - Smokehouse Lightning Protection	1	LS		
0090	INTENTIONALLY BLANK				
TOTAL BASE PRICE (Contract Line Item Number 0010 through 0080)					
100	BID OPTION NO. 01 REROOF	1	LS		

	SETTLEMENT CABIN WITH SYNTHETIC CEDAR SHINGLES				
110	BID OPTION NO 02 SETTLEMENT CABIN LIGHTNING PROTECTION	1	LS		
120	INTENTIONALLY BLANK				
130	INTENTIONALLY BLANK				
TOTAL PRICE FOR ALL OPTIONS (Contract Line Item Number 100 through 110)					
TOTAL PROPOSED PRICE - BASE PLUS ALL OPTIONS (Contract Line Item Number 0010 through 110)					
All measurement and payment information is included in Division 01 Specifications Section 01 27 00 Definition of Contract Line Items.					

IV. DESCRIPTION OF REQUIREMENT(S)

Independently, and not as an agent of the Government, the contractor/vendor shall furnish all labor, materials, and equipment necessary to provide **roof replacement construction services at LYJO**.

Please see attached (**Project Specifications**) and other supporting documentation for details outlining additional pertinent information of this requirement.

V. DELIVERY INFORMATION/TERMS / PERIOD OF PERFORMANCE

Please see attached Project Specifications and other supporting documentation for details outlining (delivery information/terms/instructions // period of performance), to include (delivery address // place of performance).

VI. LIST OF PROVISIONS (BY REFERENCE)

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

(End of provision)

52.252-5 Authorized Deviations in Provisions (Nov 2020)

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

Authorized Deviations in Provisions (Nov 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
(b) The use in this solicitation of any _____ *[insert regulation name]*(48 CFR Chapter_____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
52.204-7 System for Award Management - Registration (Nov 2024) (DEVIATION Mar 2026)
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representation (Nov 2015) (DEVIATION May 2026)
52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (Sep 2023) (DEVIATION Mar 2026)
52.214-34 Submission of Offers in the English Language (Apr 1991)
52.214-35 Submission of Offers in U.S. Currency (Apr 1991)
52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification (Aug 2009) DEVIATION DATE
52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (Jun 2020) DEVIATION DATE
52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Dec 2025) (DEVIATION Mar 2026)

VII. LIST OF CLAUSES (BY REFERENCE)

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.gov

(End of clause)

52.252-6 Authorized Deviations in Clauses (Nov 2020)

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

Authorized Deviations in Clauses (Nov 2020)

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

(End of clause)

52.203-3 Gratuities (Apr 1984)
52.203-6 Restrictions on Subcontractor Sales to the Government ALT 1 (Nov 2021)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)
52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-13 System for Award Management Maintenance (Oct 2018) (DEVIATION Mar 2026)
52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)
52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025) (DEVIATION May 2026)
52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) (DEVIATION May 2026)
52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2023) (DEVIATION Mar 2026)
52.219-6 Notice of Total Small Business Set-Aside (Mar 2020) (DEVIATION Jan 2026)
52.219-8 Utilization of Small Business Concerns (Jan 2025) (DEVIATION Jan 2026)
52.219-9 Small Business Subcontracting Plan (Jan 2025) (DEVIATION Jan 2026)
52.219-14 Limitations on Subcontracting (Oct 2022) (DEVIATION Jan 2026)
52.222-1 Notice to the Government of Labor Disputes (Feb 1997) (DEVIATION May 2026)
52.222-3 Convict Labor (Jun 2003) (DEVIATION May 2026)
52.222-4 Contract Work Hours and Safety Standards- Overtime Compensation (Mar 2018) (DEVIATION May 2026)
52.222-6 Construction Wage Rate Requirements (Aug 2018) (DEVIATION May 2026)
52.222-7 Withholding of Funds (May 2014) (DEVIATION May 2026)
52.222-8 Payrolls and Basic Records (Jul 2021) (DEVIATION May 2026)
52.222-9 Apprentices and Trainees (Jul 2005) (DEVIATION May 2026)
52.222-10 Compliance with Copeland Act Requirements (Feb 1988) (DEVIATION May 2026)
52.222-11 Subcontracts (Labor Standards) (May 2014) (DEVIATION May 2026)
52.222-12 Contract Termination-Debarment (May 2014) (DEVIATION May 2026)
52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)
52.222-14 Disputes Concerning Labor Standards (Feb 1988) (DEVIATION May 2026)

52.222-15 Certification of Eligibility (May 2014)
52.222-19 Child Labor-Cooperation with Authorities and Remedies (Mar 2026) (DEVIATION May 2026)
52.222-35 Equal Opportunity for Veterans (Jun 2020) (DEVIATION May 2026)
52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020) (DEVIATION May 2026)
52.222-37 Employment Reports on Veterans (Jun 2020) (DEVIATION May 2026)
52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (DEVIATION May 2026)
52.222-41 Service Contract Labor Standard (Aug 2018) (DEVIATION May 2026)
52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)
52.222-44 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (DEVIATION May 2026)
52.222-50 Combating Trafficking in Persons (Oct 2025) (DEVIATION May 2026)
52.222-54 Employment Eligibility Verification (Jan 2025) (DEVIATION May 2026)
52.222-55 Minimum Wages Under Executive Order 14026 (Jan 2022) (DEVIATION May 2026)
52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022) (DEVIATION May 2026)
52.222-90 Addressing DEI Discrimination by Federal Contractors (Mar 2026) (DEVIATION May 2026)
52.223-5 Pollution Prevention and Right-to-Know Information (May 2024)
52.226-7 Drug-Free Workplace (May 2024)
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.227-1 Authorization and Consent (Jun 2020)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)
52.227-4 Patent Indemnity- Construction Contracts (Dec 2007)
52.228-1 Bid Guarantee (Sep 1996)
52.228-2 Additional Bond Security (Oct 1997)
52.228-5 Insurance -- Work on a Government Installation (Jan 1997)
52.228-11 Individual Surety - Pledges of Assets (Feb 2021) (DEVIATION May 2023)
52.228-14 Irrevocable Letter of Credit (Nov 2014
52.228-15 Performance and Payment Bonds- Construction (Jun 2020) (DEVIATION May 2023)
52.232-5 Payments under Fixed-Price Construction Contracts (May 2014)
52.232-16 Progress Payments (Nov 2021) DEVIATION DATE
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)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-1 Disputes (May 2014) DEVIATION DATE
52.233-3 Protest after Award (Aug 1996) DEVIATION DATE
52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004) DEVIATION DATE
52.236-2 Differing Site Conditions (Apr 1984) (DEVIATION Jan 2026)
52.236-3 Site Investigation and Conditions Affecting the Work (Apr 1984) (DEVIATION Jan 2026)
52.236-5 Material and Workmanship (Apr 1984) (DEVIATION Jan 2026)
52.236-6 Superintendence by the Contractor (Apr 1984) (DEVIATION Jan 2026)
52.236-7 Permits and Responsibilities (Nov 1991) (DEVIATION Jan 2026)
52.236-8 Other Contracts (Apr 1984) (DEVIATION Jan 2026)
52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984) (DEVIATION Jan 2026)
52.236-10 Operations and Storage Areas (Apr 1984) (DEVIATION Jan 2026)
52.236-11 Use and Possession Prior to Completion (Apr 1984) (DEVIATION Jan 2026)

52.236-12 Cleaning Up (Apr 1984) (DEVIATION Jan 2026)
52.236-13 Accident Prevention (Nov 1991) (DEVIATION Jan 2026)
52.236-14 Availability and Use of Utility Services (Apr 1984) (DEVIATION Jan 2026)
52.236-15 Schedules for Construction Contracts (Apr 1984) (DEVIATION Jan 2026)
52.236-17 Layout of Work (Apr 1984) (DEVIATION Jan 2026)
52.236-21 Specifications and Drawings for Construction (Feb 1997) (DEVIATION Jan 2026)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.240-91 Security Prohibitions and Exclusions (Dec 2025) (DEVIATION Mar 2026)
52.240-93 Basic Safeguarding of Covered Contractor Information Systems (Dec 2025) (DEVIATION Mar 2026)
52.244-6 Subcontracts for Commercial Products and Commercial Services (Oct 2025) (DEVIATION May 2026)
52.246-21 Warranty of Construction (Mar 1994)
52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984)
52.249-10 Default (Fixed-Price Construction) (Apr 1984)
52.253-1 Computer Generated Forms (Jan 1991)

VIII. PROVISIONS AND CLAUSES INCORPORATED BY FULL TEXT

52.209-7 Information Regarding Responsibility Matters (Oct 2018) (DEVIATION May 2026)

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016) (DEVIATION May 2026)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.211-12 – Liquidated Damages – Construction (Sep 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount **of $150.00** for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.228-1 Bid Guarantee (Sept 1996)
(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.,* bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-
(1) To unsuccessful bidders as soon as practicable after the opening of bids; and
(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
(c) The amount of the bid guarantee shall **be 20% percent** of the bid price or $_____, 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)

ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (Sep 2023) (DEVIATION Mar 2026)

GENERAL INFORMATION

The National Park Service (NPS) is seeking quotations for construction services as attached in the accompanying Statement of Work/Project Specifications. The NPS intends to conduct this acquisition by use of simplified acquisition procedures in accordance with FAR Part 12.

To assure timely and equitable evaluation of quotes, offerors must follow the instructions contained herein. Offerors are required to meet all requirements, including terms and conditions, representations and certifications, and technical requirements. The offeror shall submit in the quote all requested information specified in this section of the Request for Quote (RFQ) at or before the exact time specified. There will be no public opening of the quotes received as a result of this RFQ. Failure to adhere to quotation requirements, at the time of submission, may result in the quotation being unacceptable to the Government and eliminated or ineligible from consideration for award.

North American Industry Classification System (NAICS) code and small business size standard. The NAICS code for this acquisition is **238160 Roofing Contractors,** with a size standard of **$19 Million**.

To be considered for award your company must obtain a Unique Entity Identifier (UEI). Your company must be registered in the System for Award Management (SAM) and be considered a small business for the size standard associated with the NAICS code stated above/utilized throughout this solicitation - this registration must have an "active" status in SAM, NO EXCEPTIONS, at the time of RFQ/RFP submission close date – as well as, at the time of award and throughout the entire award/contract performance.

The direct SAM website for registration is: SAM.gov | Home. If you have any registration questions or need assistance, please call the SAM helpdesk. You may also receive assistance by contacting the Procurement Technical Assistance Center nearest you at their website: Home - National Apex Accelerator Alliance // APEX Accelerators

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

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

All firms, prime contractors or subconsultants, involved in developing the design or specifications for this construction solicitation are not eligible and prohibited from receiving any part of this construction award. Quotes from or containing firms under these circumstances will not be considered for award.

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

Quotation must be valid for a minimum of **60 days.**

Award is subject to and based on the availability of funds. This project is currently funded based upon an independent cost estimate.

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

All questions should be emailed directly to the Contracting Specialist. Only written RFI's will be considered and responded to by the Government. NPS responses to RFIs will be posted as an amendment to the solicitation.

A) OFFER DUE DATE

1. To be considered for award, all quotes for this solicitation must be received no later than the **date and time noted in the solicitation** unless changed by amendment. Offerors are responsible for submitting quotes so as to reach the Government office designated in the solicitation by the time specified in the solicitation. Offerors should consider and account for potential delays in transmissions between when an electronic submission is submitted and when an electronic submission is received. Late quotes will not be accepted.

B) QUESTIONS

Contractor questions regarding this solicitation will be accepted in writing by email to: **(Ruth Pagan, ruth_pagan@ios.doi.gov).** All questions shall be received **no later than 3 calendar days following the organized site visit** to be considered.

(Please reference provision 52.237-1 – Site Visit (Apr 1984) for site visit date).

C) TO SUBMIT AN OFFER / SUBMISSION REQUIREMENTS

1. Delivery of Offers:

   Quotes shall be submitted via email. Quotes submitted via any means other than email shall not be accepted.

2. Quotes shall be sent to the following:
   i. Contract Officer: Ruth Pagan, ruth_pagan@ios.doi.gov

3. Title subject line for all quote submissions shall contain the solicitation number, project name and number of total emails (this is if the size limit of the attachment is too large to send in one email – please see size limits below), per the following example:
   i. Subject: 140P6426Q0036 – Re-Roof Historic Structures – email 1 of 2

4. Submit quote documents in one quote package, PDF format, containing contents required as listed below in the CHECKLIST FOR QUOTE SUBMITTAL section.
   i. Document titled as "QUOTE PACKAGE" in PDF format

5. Size Limits:
   i. The total size limit of each email containing all attachments cannot/shall not exceed 25MB; so please ensure that the total size limit of individual attachments in the email conform with the size limitation for the total email attachment limit
   ii. Page Format Restrictions and Limitations: Quotes will be 8 ½ " x 11" paper except for foldouts used for charts, tables, or diagrams, which may not exceed 11" x 17".

CHECKLIST FOR QUOTE SUBMITTAL:

Document to Complete in Quote Package	**Check Box**
Checklist for Quote Submittal – the checklist is this page of the solicitation completed as the first page in the package	☐
Signed acknowledgement of SF1442	☐
Signed amendments (if applicable): Offeror shall acknowledge all solicitation amendments by signing the amendment and provide it acknowledge in Block 19 of SF 1442	☐
Price/Bid Schedule: provide pricing on the attached Price/Bid Schedule. Total price shall be cited and if listed on the Solicitation Form, it must be the same amount listed. All pricing to be rounded to the nearest dollar. Alternate pricing and alternate quotes will not be accepted.	☐

Completed Provisions in this solicitation as applicable	☐
Provide **Technical Capability:** Complete a **project narrative** that demonstrates proposed schedule and approach for conducting the project activities that describes how the company will successfully meet the needs of the project specifications/statement of work. NOTE: Vendors are encouraged to provide detailed specific information. Failure to provide sufficient information so that the evaluation team cannot discern if the offeror has a thorough understanding of the work in question may lead to this item being deemed unacceptable. Information provided should be relevant to the project specifications and supporting documents.	☐
Provide **Prior Experience:** Complete a **compiled list with prior experience references** - preferably a minimum of 3 and/or a maximum of 5**,** which are most recent projects within the past five (5) years that provide information on the performance quality of work on relevant similar projects in size and scope as outlined in the project specifications: • Brief description of project • Point of contact information NOTE: Contact information SHALL be provided, to include a brief description of the project, as well as point of contact information so that the Government may contact and confirm the information provided. Additionally, the Government may consider any and all other sources of information, including, but not limited to, contacting the contractor or contracting officer of the projects provided or some other means.	☐
SF24 Bid Guarantee: Offeror shall submit a Standard Form 24. The bid guarantee amount shall be at least **20 percent of the bid price** but shall not exceed $3M.	☐

Contractor Core Data:

Offerors Company Name:_____

Cage Code / Offerors Unique Entity Identifier (UEI):_____

Offerors POC:_____

Offerors POC Email/Phone:_____

52.212-2 Evaluation — Commercial Products and Commercial Services (Nov 2021) (DEVIATION Mar 2026)

(a) Evaluation factors: The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

(i) price;

(ii) technical capability of the item offered to meet the Government requirement;

(iii) Prior experience

SEE AWARD SELECTION PROCESS section below

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

AWARD SELECTION PROCESS

BASIS FOR AWARD

The government will evaluate quotes in groups of three (3), starting with the lowest priced quotes, proceeding upward, incrementally in price, until an awardee is selected. At that point, the evaluation process stops, and award will be made to the selected Offeror.

Price Reasonableness. A contract may not be awarded if the offeror's price results in a cost to the government which is determined by the government not to be fair and reasonable. In determining the reasonableness and fairness of the offeror's price, the contracting officer shall use competition and comparison of offers submitted or review prices found reasonable on previous purchases, the contracting officer's personal knowledge of the products being purchased, and services being performed, comparison to an independent Government estimate, or any other reasonable basis. If multiple contract line items are included in the price schedule, prices will also be evaluated to determine whether any line items are unbalanced. Offerors are cautioned to distribute costs appropriately. The contracting officer will determine whether the final price is fair and reasonable and constitutes a fair market price.

The Government intends to evaluate quotations and award a contract without exchanges with offerors. Therefore, the offeror's initial quotation should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct exchanges if the Contracting Officer later determines them to be necessary. The Contracting Officer will also review the contractor's past performance prior to making a final award decision.

The Government reserves the right to select a quote that provides benefit to the Government that exceeds the minimum but is not required to do so.

A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified constitutes an offer by the government. The contractor and Contracting Officer will both sign the final award to bind both parties. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether there are exchanges or negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.219-14 Limitations on Subcontracting (Oct 2022) (DEVIATION Jan 2026)

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

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

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

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

(c) Applicability. This clause applies only to—

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

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

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be

exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

[Contracting Officer check as appropriate.]

□ By the end of the base term of the contract and then by the end of each subsequent option period; or

□ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.225-9 -- Buy American–Construction Materials (Oct 2022) DEVIATION DATE

(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. 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**

[Contracting Officer to list applicable excepted materials or indicate "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 or Balance of Payments Program.

(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:

(End of clause)

52.216-1 – Type of Contract (Apr 1984) DEVIATION DATE

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

(End of provision)

52.217-5 Evaluation of Options (July 1990) DEVIATION DATE

Except when it is determined in accordance with FAR 17.202(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

Special Provision 1 – Exercise of Options at Award

The Government may exercise contract options at the time of award, subject to the availability of funds. Option exercise will occur only when the Contracting Officer determines that adequate funding exists and that such action is in the Government's best interest.

When funding permits, the Government will generally exercise options in a prioritized sequence, beginning with those essential to maintaining continuity of performance and meeting primary mission requirements. Additional or lower-priority options will be exercised only after higher-priority needs are fully funded. The order of exercise may be adjusted at the Contracting Officer's discretion based on funding levels and mission needs.

a. Bid Option 01: Removal of wood shingles, repair/replace wood purlins and installation of new Synthetic shake/shingle roofs at Settlement Cabin.

b. Bid Option 02: Remove and reinstallation of lightning protection on Settlement Cabin roof.

52.222-5 -- Construction Wage Rate Requirements—Secondary Site of the Work (May 2014) (DEVIATION May 2026)

(a)

(1) The offeror must 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 must 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 must 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)

52.228-1 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 **20** percent of the bid price.

(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)

52.233-2 Service of Protest Department of the Interior (Sep 2006) (DEVIATION) (Jul 1996)

(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 Ruth Pagan – ruth_pagan@ios.doi.gov or at the address in Block 8 of Form 1442.

(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)

52.236-15 Schedules for Construction Contracts (Apr 1984) (DEVIATION Jan 2026)

(a)

(1) Within five days after the work commences on the contract or another period of time determined by the Contracting Officer, the Contractor shall prepare and submit to the Contracting Officer for approval a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the work (including acquiring materials, plant, and equipment).

(2) The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period.

(3) If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall continually update the actual progress in the schedule and shall submit it to the Contracting Officer by the means prescribed in the contract for transmittals or as directed by the Contracting Officer.

(c)

(1) If the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to recover lost time and execute in accordance with the approved schedule, without additional cost to the Government.

(2) Such steps may include increasing the number of shifts, overtime operations, days of work, and/or the amount of construction plant.

(3) The Contractor shall submit, for approval, supplementary schedule(s) that demonstrate how the lost time will be recovered.

(d) If the Contractor does not recover the lost time, the Contracting Officer may determine that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.237-1 – Site Visit (Apr 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

An organized site visit has been scheduled for—

Site Visit Date and Time:	**July 15, 2026 at 10:00 AM CT**
Site Visit Location:	**Lyndon B. Johnson** Meeting location: Visitor Center
National Park Service POC:	Donald Stephens, Donald_stephens@nps.gov
Contracting POC:	Ruth Pagan, ruth_pagan@ios.doi.gov
THIS SITE VISIT DATE AND INFORMATION IS SUBJECT TO CHANGE – PLEASE MONITOR THIS POSTING ON SAM.gov FOR ANY AND ALL AMENDMENTS THAT MAY CHANGE THIS DATE/TIME AND INFORMATION.	

(End of provision)

52.242-14 -- Suspension of Work (Apr 1984)

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

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

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

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

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

(End of clause)

52.246-12 -- Inspection of Construction. Inspection of Construction (Aug 1996)

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

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

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

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

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

(3) Constitute or imply acceptance; or

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

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

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

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

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

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

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

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

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

(End of clause)

Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (Feb 2021)

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

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Products and Commercial Services 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:

1. Copy of vendor invoice document in PDF format, which shows pricing breakdown for all items being invoiced for and must include the contract number, date(s) of service (if applicable), date of invoice, and the vendor's standard invoice letterhead.

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 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. The COR for this contract will be:

(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)

1452.203-70 -- Restrictions on Endorsements (Jul 1996)

Restriction on Endorsements—Department of the Interior

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 – Department of Interior (Jul 1996)

Release of Claims—Department of the Interior

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 – Department of the Interior (Jul 1999)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability

insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

$100,000.00 each person

$500,000.00 each occurrence

$500,000.00 property damage

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

(End of clause)

Prohibition of All Terrain Vehicles (ATVs) (Jul 1996)

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

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

(End of clause)

IX. ANY OTHER PERTINENT INFORMATION

LIST OF ATTACHMENTS: (please view and download all applicable attachments from https://www.sam.gov)

DOCUMENT TYPE	DESCRIPTION/TITLE	NO. OF PAGES	NOTES
Attachment 1	Project Specifications	169	
Attachment 2	Drawings	13	
Attachment 3	Bid/Price Schedule	1	
Attachment 4	Construction Wage Determination	5	
Attachment 5	Request for Information	1	
Attachment 6	Site Visit	2	

Contract Administration Data

(a) Contact Information:

Contracting Officer administrating the Contract:

Ruth Pagan
Contracting Officer
National Park Service
Email: ruth_pagan@ios.doi.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. 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, warranty of construction, release of claims and any other documents requested by the

contracting office as applicable. 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.

INTERIM AND FINAL INSPECTIONS

1. Prior to covering, enclosing, or hiding any of type work, the Contractor must contact the Government representative to perform an interim inspection. Failure to contact the Government representative perform an interim inspection prior to concealment may result in the Contractor being required to uncover performed work sufficiently to allow for proper inspection.

2. When ready for final inspection, the Contractor shall notify the CO and COR, requesting a final inspection in writing to the CO. The final inspection shall normally be requested a minimum of three (3) calendar days before the desired date or as otherwise negotiated with the Contracting Officer.

3. The final inspection will be onsite with the Contractor, the Contracting Officer’s Representative, and Contract Specialist/Contracting Officer (when possible).