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# PART I – THE SCHEDULE

## SECTION A – SOLICITATION / CONTRACT FORM

Solicitation, Offer, and Award (SF 1442) - pages 1- 3 of this package.

## SECTION B – PRICE SCHEDULE

Offerors shall fill in prices using the provided worksheet in "Attachment 5 – Forms and Provisions to Return with Proposal." Offerors shall also provide a price breakdown supporting lump sum prices proposed, such as including mobilization in/out, labor (titles, rates per hour, number of hours), equipment.

## SECTION C – SPECIFICATIONS / DRAWINGS

Specifications(Attachment 3) and drawings(Attachment 4) are attached and incorporated herein by reference. Refer to section J.

## SECTION D – PACKAGING AND MARKING

No clauses included.

## SECTION E – INSPECTION AND ACCEPTANCE

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

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

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

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

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

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

(3) Constitute or imply acceptance; or

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

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

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

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

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

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

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

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract

requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

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

## SECTION F – DELIVERIES OR PERFORMANCE

**52.252-2 Federal Acquisition Regulation (FAR) And Department of the Interior (DIAR) CLAUSES Incorporated By Reference (Feb 1998)**

This solicitation and resulting contract incorporate 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 these addresses (clauses are from the FAR unless noted):

https://www.acquisition.gov/browse/index/far
https://www.acquisition.gov/far-overhaul
https://www.acquisition.gov/diar
https://www.acquisition.gov/caac-letters

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984) (DEVIATION JAN 2026)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)-ALTERNATE I (APR 1984)
The Contractor shall be required to (a) commence work under this contract within 10 days calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 180 days calendar days, Between January and February 2027 (total time is approximately 5 to 6 months) The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed in August 2026 for onsite work to begin in August or September 2026. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

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.

# SECTION G – CONTRACT ADMINISTRATION DATA

## CONTRACT ADMINISTRATION

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

Brianna Bowhay
Project Manager/Housing Manager/FMSS Specialist
Minidoka National Historic Site
(208)527-1346
Brianna_Bowhay@nps.gov

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

Katheryn Camacho
Contracting Officer
Department of Interior(for the National Park Service, Minidoka National Historic Site)
Katheryn_Camacho@ios.doi.gov

Invoice Processing Point of Contact (*NOTE: Madison* has no *has no access to IPP, she processes invoices that are submitted via IPP in NPS finance system)*

Madison Vega
Administrative Assistant: MIIN
Madison_Vega@nps.gov

## CORRESPONDENCE

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

Katheryn Camacho
Contracting Officer
Department of Interior(for the National Park Service, Minidoka National Historic Site)
Katheryn_Camacho@ios.doi.gov

## APPOINTMENT OF CONTRACTOR REPRESENTATIVE/SUPERINTENDENT

Prior to the commencement of work under this contract, the Contractor shall provide the Contracting Officer with the name and telephone number of at least one responsible individual who will be available on a daily basis to respond to operational problems and/or emergencies. The Contractor agrees that notice to the designated representative shall constitute notice to the Contractor and further agrees to be bound by any commitments or representations made by such representative.

## 1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011)

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

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

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

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

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

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

(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.

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

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

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

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

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

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

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

1. FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
2. The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
3. We may request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award.** Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.
4. When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/.
5. Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/.
    a. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.
    b. Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.

c. All information provided should be reviewed for accuracy prior to submission.
d. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.
e. Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as “Pending” with or without comments and whether or not it has been closed.
f. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

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

## ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (FEB 2021)

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

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract. The IPP website address is: https://www.ipp.gov.

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

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

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

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

### PAYMENT FOR MATERIAL DELIVERED AT LOCATIONS OTHER THAN THE PROJECT SITE

In addition to the terms covered by FAR Clause 52.232-5 Payments under Fixed-Price Construction Contracts, progress payments for material delivered to the Contractor at locations other than the project site may be taken into consideration at the sole discretion of the Contracting Officer. Payment for off-site delivery of specifically identifiable items required for the fabrication of this project may be considered if the following conditions are met:

1. Prior Approval - The Contractor shall obtain the approval of NPS CO before making any arrangements to obtain a partial payment for materials stored off site. Materials must be suitable for storage and must be properly packaged if this is necessary.
2. Storage Site - The Contractor shall furnish and maintain a suitable storage site and appropriate storage conditions which must be approved in advance by NPS CO.
3. Storage Conditions - The material covered by any request for progress payment must be stored above grade and must be properly protected at all times against weather, heat, cold, moisture and other hazards as the material may require. The storage conditions must be approved by NPS Project Representatives. All protection must be provided by the Contractor at their own expense and must be maintained throughout the storage period.
   Material must not be co-mingled with other similar material but must be stored by itself and must be plainly labeled "Property of NPS."
   Material must be stored so that it can be readily inspected, measured, and counted at all times by NPS Project Representatives.
4. Contractor Title - The Contractor shall furnish satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract. The Contractor shall provide an inventory of the stored material together with a description of the storage site by Street Number and City, or by legal description of the premises.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### WAGE RATES

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

### WORKERS COMPENSATION

The Contractor is required to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with Idaho Code 72. For self-insured contractors, Form IC-52 (Election of Coverage) is required. This form is used to elect self-insurance for workers' compensation coverage. Additional information and the form can be found at the Idaho Industrial Commission website: Find a Form | Industrial Commission.

### SITE SPECIFIC SAFETY AND HEALTH PLAN

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

As work proceeds, the site specific safety and health plan shall be adapted to new situations and new conditions. Changes and modifications to the accepted site specific safety and health plan shall be made with the knowledge and concurrence of the safety office, site superintendent, and contracting office. Should any unforeseen hazard become evident during the performance of work, the contractor shall bring such hazard to the attention of the safety office and COR, both verbally and in writing for resolution as

soon as possible. In the interim, necessary action shall be taken to re-establish and maintain safe working conditions in order to safeguard on-site personnel, visitors, the public, and the environment.

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

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

## ARCHEOLOGICAL FINDINGS

(a) Petroglyphs, artifacts, burial grounds or remains, structural features, ceremonial, domestic, and archeological objects of any nature, historic or prehistoric, found within the construction area, are the property of and will be removed only by the Government. Should Contractor's operations uncover or his employees find any archeological remains, Contractor shall suspend operations at the site of discovery; notify Contracting Officer immediately of the findings; and continue operations in other areas. Included with the notification shall be a brief statement of the location and details of the findings. Should the temporary suspension of work at the site result in delays, or the discovery site require archeological studies resulting in delays or additional work for Contractor, he will be compensated by an equitable adjustment under the General Provisions of the Contract.

## CONDUCT OF OPERATIONS

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

## KEY PERSONNEL

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

Project Manager: _____

On-site Superintendent: _____

On-site Quality Control Manager: _____

On-site Safety Manager: _____

(b) During the first 10 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 10 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 10-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 10 days prior to making any permanent substitutions.

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

## KEY TRADES

(a) The Contractor shall identify firms that will perform the following KEY TRADES under this contract. If Key Trades will be self-performed, note “self-performed” in the appropriate trade; otherwise provide the name(s) of assigned subcontractors.

Mason: _____

Mechanical Services: _____

Electrical Services: _____

HVAC Services: _____

Earthwork Services: _____

Other: _____

(b) The assignments above are permanent for the contract duration. The Contractor shall make no substitutions of the above listed Key Trade assignments unless the substitution is approved or directed by the Contracting Officer. The Contractor shall send requests for substitutions to the Contracting Officer a minimum of 10 calendar days prior to any substitution and provide the information required by paragraph (c) below.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete qualification statements for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes shall have comparable qualifications to the firm being replaced. The Contracting Officer will approve or deny substitution requests within 10 calendar days after receipt of all required information. This clause will be modified to reflect any approved changes.

If the Contractor does not meet the small business participation commitments it proposed under the SBPEF, the Contracting Officer will take appropriate corrective action. Failure to meet these commitments – even when acting in good faith – must be addressed promptly. Good faith effort alone is not an acceptable reason for noncompliance with the Contractor's proposed commitments. Contracting Officers shall incorporate any performance issues related to SBPCD/SBPEF into past performance evaluations.

# PART II – CONTRACT CLAUSES

## SECTION I – CONTRACT CLAUSES

**52.252-2 Federal Acquisition Regulation (FAR) And Department of the Interior (DIAR) CLAUSES Incorporated By Reference (Feb 1998)**

This solicitation and resulting contract incorporate 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 these addresses (clauses are from the FAR unless noted):

https://www.acquisition.gov/browse/index/far
https://www.acquisition.gov/far-overhaul
https://www.acquisition.gov/diar
https://www.acquisition.gov/caac-letters

52.202-1 DEFINITIONS (JUN 2020)
52.203-3 GRATUITIES (APR 1984)
52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-8 CANCELLATION, RECESSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)
52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (DEVIATION MAR 2026)
52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) (DEVIATION MAR 2026)
52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016) (DEVIATION MAR 2026)
52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023)
52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (JAN 2025)
52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
52.215-2 AUDIT AND RECORDS-NEGOTIATIONS (JUN 2020)
52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020) (DEVIATION JAN 2026)
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025) (DEVIATION JAN 2026)
52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022) (DEVIATION JAN 2026)
52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025) (DEVIATION JAN 2026)
52.222-3 CONVICT LABOR (JUN 2003)
52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS-OVERTIME COMPENSATION (MAY 2018)
52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)
52.222-7 WITHHOLDING OF FUNDS (MAY 2014)
52.222-8 PAYROLLS AND BASIC RECORDS (JUL 2021)
52.222-9 APPRENTICES AND TRAINEES (JULY 2005) (DEVIATION FEB 2025)
52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)
52.222-12 CONTRACT TERMINATION - DEBARMENT (MAY 2014)
52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIRMENTS AND RELATED REGULATIONS (MAY 2014)
52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)
52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2025)
52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2025)
52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)
52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026)
52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)
52.223-21 FOAMS (MAY 2024)
52.223-23 SUSTAINABLE PRODUCTS AND SERVICES (MAY 2024) (DEVIATION FEB 2025)
52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT-CONSTRUCTION MATERIALS (MAY 2014)
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
52.226-7 DRUG-FREE WORKPLACE (MAY 2024)
52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)
52.227-4 PATENT INDEMNITY—CONSTRUCTION CONTRACTS (DEC 2007)
52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)
52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11 INDIVIDUAL SURETY—PLEDGES OF ASSETS (FEB 2021) (DEVIATION MAY 2023)
52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (DEC 2022)
52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (DEVIATION OCT 2025)
52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-17 INTEREST (MAY 2014)
52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
52.233-1 DISPUTES (MAY 2014)–ALTERNATE I (DEC 1991)
52.233-3 PROTEST AFTER AWARD (AUG 1996)
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-2 DIFFERING SITE CONDITIONS (APR 1984) (DEVIATION JAN 2026)
52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984) (DEVIATION JAN 2026)
52.236-5 MATERIAL AND WORKMANSHIP (APR 1984) (DEVIATION JAN 2026)
52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984) (DEVIATION JAN 2026)
52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991) (DEVIATION JAN 2026)
52.236-8 OTHER CONTRACTS (APR 1984) (DEVIATION JAN 2026)
52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984) (DEVIATION JAN 2026)
52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984) (DEVIATION JAN 2026)
52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984) (DEVIATION JAN 2026)
52.236-12 CLEANING UP (APR 1984) (DEVIATION JAN 2026)
52.236-13 ACCIDENT PREVENTION (NOV 1991) (DEVIATION JAN 2026)-ALTERNATE I (NOV 1991)
52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984) (DEVIATION JAN 2026) NOTE: *Contractor will be responsible for providing own electricity, water, temporary toilet*
52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) (DEVIATION JAN 2026)
52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION MAR 2026)
52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (DEVIATION MAR 2026)
52.242-13 BANKRUPTCY (JUL 1995)
52.243-4 CHANGES (JUN 2007) (DEVIATION OCT 2025)
52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025) (DEVIATION FEB 2025)
52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
52.248-3 VALUE ENGINEERING – CONSTRUCTION (OCT 2025)
52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)-ALTERNATE I (SEP 1996)
52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

## PRE-CONSTRUCTION CONFERENCE

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

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

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

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

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

## 52.222-90 ADDRESSING DEI DISCRIMATION BY FEDERAL CONTRACTORS. (APRIL 2026)

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

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

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

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

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

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

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

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

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

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

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

## 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer via the Contracting Officer's Representative.

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

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

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

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

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

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

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

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

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

*Cost of components means—*

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

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

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

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

*Domestic construction material* means—

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

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

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

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

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

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

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

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

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

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

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

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

(b) Domestic preference.

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

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows: None

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

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

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

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

*(2)For* construction *material that is not a COTS item and does not consist wholly or* predominantly of iron or steel or a combination of both*, if the cost of a particular* domestic construction material *is determined to be unreasonable or there is no domestic* offer *received, and the low* offer *is for* foreign construction material *that is manufactured in the* United States *and does not exceed 55 percent domestic content, the* Contracting Officer *will treat the lowest* offer *of* foreign construction material *that*

*exceeds 55 percent domestic content as a domestic* offer *and determine whether the cost of that* offer *is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause.*

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

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

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

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

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

[**Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).*][*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*][*Include other applicable supporting information.*]

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

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

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

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

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

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

(3) Additional bond protection.

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

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

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

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

U.S. Department of the Treasury,
Financial Management,
Service Surety Bond Branch,
3700 East West Highway,
Room 6 F01,
Hyattsville, MD 20782.
Or via the internet at http://www.fms.treas.gov/c570/.

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

## 1452.228-70 LIABILITY INSURANCE (JUL 1996)

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

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

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

## 1452.236-70 PROHIBITION AGAINST USE OF LEAD-BASED PAINT (JUL 1996)

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

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

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.

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

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

## SECTION J – LIST OF ATTACHMENTS

The following attachments are included as part of this solicitation:

| | TITLE | NO. OF PAGES |
|---|---|---|
| ATTACHMENT 1 | Terms, Clauses, Provisions (7-06-26) | |
| ATTACHMENT 2 | Department of Labor Davis-Bacon Wage Determination No. ID20260022 05-18-2026 | 4 |
| ATTACHMENT 3 | Specifications | 716 |
| ATTACHMENT 4 | Drawings | 53 |
| ATTACHMENT 5 | Forms and Provisions to Return with Proposal | 5 |
| ATTACHMENT 6 | Project Experience Questionnaire | 1 |
| ATTACHMENT 7 | Past Performance Questionnaire | 3 |
| ATTACHMENT 8 | General References Form | 2 |
| ATTACHMENT 9 | Limitations of Subcontracting Worksheet (Microsoft Excel format | 1 |
| ATTACHMENT 10 | Standard Form 24-Bid Bond Form | 4 |
| ATTACHMENT 11 | Construction Contract Administration | 1 |
| B08 | Standard Form (SF) 1442 | 1 |
| | | |

# PART IV – REPRESENTATIONS AND INSTRUCTIONS

## SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
This provision is provided by full text in solicitation Attachment 5, titled "Attachment 5 Forms and Provisions to Return with Proposal." Offeror shall fill in the provision and include with their business proposal.

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (NOV 2021)
This provision is provided by full text in solicitation Attachment 5, titled "Attachment 5 Forms and Provisions to Return with Proposal." Offeror shall fill in the provision and include with their business proposal.

## SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

**52.252-1 Federal Acquisition Regulation (FAR) and Department of the Interior (DIAR) Clauses Incorporated by Reference (Feb 1998)**

This solicitation incorporates one or more 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. Also, the full text of a clause may be accessed electronically at these addresses (clauses are from the FAR unless noted):

http://www.acquisition.gov/far/
https://www.acquisition.gov/diar
https://www.acquisition.gov/caac-letters
https://www.acquisition.gov/far-overhaul

**52.204-7 SYSTEM FOR AWARD MANAGEMENT - REGISTRATION (NOV 2024) (DEVIATION MAR 2026)**

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

52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (NOV 2021)
52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)
52.228-17 INDIVIDUAL SURETY—PLEDGE OF ASSETS (FEB 2021)
52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEVIATION MAR 2026)

## OFFER AFFORDABILITY

The Government seeks offers with a total price less than $500K. Offerors should not interpret this figure as a ceiling (or as a floor) on offers; rather, this information is provided as a courtesy to prospective offerors. The Government may select an offer for award with a price below, at, or exceeding this figure if it finds that offer provides the best value and funds are available.

## 52.216-1 TYPE OF CONTRACT (APR 1984)

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

## 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.

## 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

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

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

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

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

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

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

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

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

of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

## 52.228-1 BID GUARANTEE (SEP 1996)

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

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

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

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

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

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

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

## 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

## 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)–ALTERNATE I (FEB 1995)

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

(b) The organized site visit was initially scheduled for June 22, 2026 at 11am (PT) at Minidoka National Historic Site, as announced in the Pre-Solicitation Notice. The date has changed because of when this solicitation was available in SAM, later than planned. **The site visit will occur on Wednesday, July 29, 2026 at 10 am (PT) at Minidoka National Historic Site 1394 Hunt Road, Jerome, ID 83338.**

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

## A. GENERAL

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

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

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

4. Many Government-provided forms mentioned in the criteria set forth below have been collected and provided in Adobe Portable Document Format (PDF) portfolio format for the offeror's convenience (see Attachments 1-10). However, the offeror is cautioned that that some criteria set forth below requires submission of documents for which no form or format is provided. The offeror should carefully review the proposal preparation instructions below when formulating their proposal.

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

## B. QUESTIONS

Pre-proposal questions shall be submitted a minimum of seven (7) calendar days prior to the due date and time for proposals. Submit questions only through email to:

Contracting Officer (CO) Katheryn_Camacho@ios.doi.gov

Contracting Officer Representative (COR) Brianna_bowhay@nps.gov

## C. OFFER DUE DATE AND LOCATION

1. Offerors shall submit their proposals to the following email address so they are received in their entirety no later than August 21, 2026 at 1200PD specified in Block 13 of the SF 1442 (unless a future Amendment to the Solicitation extends this deadline):

   Katheryn_camacho@ios.doi.gov NOTE: Email your proposal ONLY to Katheryn Camacho. DO NOT include any other email addresses in the email transmittal.

## D. SUBMISSION REQUIREMENTS

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

   Subj: 140P8426R0009, MIIN Bldg Expansion, email 1 of 3
4. Submit proposals in separate VOLUMES (I and II) in the FORMATS specified, containing CONTENTS required. Each volume shall be submitted in separate email attachments, using **Adobe PDF** as the preferred file format.

5. Size limits:
   a. Individual email attachments shall be no larger than 38 MB.
   b. Each email shall be no larger than 100 MB
6. Offerors shall verify receipt of proposals.

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

1. FORMAT: Submit (1) one electronic copy. No hard copies shall be submitted.
2. ORGANIZATION: Include files for electronic formats names as follows.

FACTOR 1 – EXPERIENCE
- Project Experience Questionnaire
- Key Personnel Experience, assignments and resumes

FACTOR 2 – SCHEDULE
- Proposed construction schedule

FACTOR 3 – TECHNICAL APPROACH
- Written narrative limited to 10 pages

FACTOR 4 – SAFETY
- Assessment of the safety risks associated with this construction project
- Name, resume, and training for the proposed Project Site Safety Manager
- OSHA 300A logs for the previous three calendar years
- Overview of your company's Construction Safety Program

FACTOR 5 -- PAST PERFORMANCE
- Past Performance Questionnaires

3. CONTENTS:

**PART A: TECHNICAL EVALUATION FACTORS**

FACTOR 1 – EXPERIENCE

Submit the attached "Project Experience Questionnaire" (available in Attachment 6), or similar format, addressing specific experience elements below for a **minimum of three (3) and up to five (5) projects completed in the last six (6)** years performed by your firm, and any of your proposed subcontractors, **similar in scope, magnitude and complexity to this solicitation**. Projects with the Federal Government, other public agencies, or private organizations may be considered. Submit separate forms for each project. Key Trades, if evaluated, are subject to substitution requirements in Section H of this solicitation and resulting contract. NOTE: Submit the same projects for Past Performance (Factor 5) as submitted under this factor.

The Government will evaluate the Offeror's relevant experience based on project specifications and extent of experience with projects of a similar nature and scope related to
- Demonstrated HVAC construction experience within existing buildings area.
- Demonstrated use of metal framing over concrete spread footings, metal panel exterior wall and roof finishes.
- Demonstrated electrical equipment coordination and installation.
- Construction experience on projects involving drainage, site excavation clearing, earth moving and erosion and sediment control.
- Teaming Experience: Describe your experience as a prime contractor working with the proposed team (key personnel and any key subcontractors). Prime contractor experience is experience as a general contractor managing multiple subcontractors on projects.

FACTOR 2 – SCHEDULE

Submit your proposed construction schedule for THIS SPECIFIC PROJECT showing completion within the required period of performance contained in this solicitation with accompanying schedule narrative. Submit your schedule in MS Project Gantt Chart or similar format; for evaluation purposes only assume a Notice to Proceed date of 10 days after award; and include specific activities required for this project and a clear critical path with

major milestones and applicable predecessor activities. In your accompanying narrative, explain schedule logic, critical path activities, and key considerations and constraints. There is no preprinted form for this submittal.

FACTOR 3 – TECHNICAL APPROACH

Technical approach is your means and methods to complete a technical aspect of required work in this solicitation. Submit a written narrative limited to 10 pages describing your technical approach to the specific aspects below. Additional pages will not be evaluated. Pictures can be included and will count towards the page limitation. There is no preprinted form for this submittal.

FACTOR 4 – SAFETY

Provide an effective accident prevention program and provide a safe working environment for personnel and visitors. Submit an overview of your company's Construction Safety Program and an assessment of the safety risks associated with this construction project. Discuss any changes to your company's Construction Safety Program required to address your assessment of the project risk. Include the name, resume, and specific safety training completed (i.e., OSHA, etc.) for the proposed Project Site Safety Manager for this project. Additionally, submit a copy of OSHA 300A logs for the previous three (3) calendar years.

FACTOR 5 – PAST PERFORMANCE

Submit Past Performance information for the same projects submitted under Project Experience using the attached suggested "Past Performance Questionnaire" form (available in Attachment 7) or similar format (must contain all requested data elements). Information may be regarding the offeror's firm and/or its proposed subcontractors performing key trades and/or other construction activities. Subcontractor past performance will only be considered if it correlates to the work the subcontractor will be performing on this requirement. If available, offerors may submit final version completed Contractor Performance Assessment Reporting System (CPARS) reports instead of having a reference complete the Past Performance Questionnaire form. Submittal process for the Past Performance Questionnaire is as follows:

- Complete Sections I and II only of the attached Past Performance Questionnaire and forward to your client reference. The reference shall be someone who was substantially involved with the project and can provide a complete, objective assessment of your performance. Direct them to complete and submit the survey directly to the Contracting Officer via email only by the due date and time for proposal receipt. NOTE: Any Past Performance Questionnaires for proposed subcontractors should include the bidding prime contractors company name in the top right of the form in the space for "Offeror Company Name" then indicate the proposed subcontractor company name in Section A and check the correct box to indicate they are a proposed subcontractor for the offeror's company.
- Submit copies of the questionnaire that you forwarded to your references with their point of contact information in this proposal Volume I.
- Submit a narrative disclosing any instances of past performance that may be considered less than fully satisfactory. Describe pertinent facts, circumstances and any remedial action taken or to be taken to correct the deficiency. Failure to disclose such instances could result in an unfavorable assessment of the offeror's past performance record.

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

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

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

   SF 1442
   AMENDMENTS
   BID SCHEDULE
   SF 24 BID BOND
   SAM REGISTRATION
   GENERAL REFERENCES
   SUBCONTRACTING PERCENTAGE WORKSHEET

3. CONTENTS:

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

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

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

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

BID SCHEDULE: Enter the proposed dollar amount for each line item in the Bid Schedule. You may use the Microsoft Excel Bid Schedule form (available in Attachment 9)

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

SAM REGISTRATION AND REPRESENTATIONS, CERTIFICATIONS AND PROVISIONS:

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

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

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

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

VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION. The offeror shall submit a completed copy of the provision 52.209-13 with their offer; check either (1) or (2) under (b) Certification. A copy of the provision has been provided in the Proposal Submission Package (Attachment 5).

EMPLOYMENT REPORTS ON VETERANS. Per FAR 52.222-38, offerors must have filed their most recent VETS-4212 report at https://www.dol.gov/agencies/vets/programs/vets4212 if they were awarded any Federal contract of $150,000 or more in the past year. If not, they must include a brief written statement confirming no such award. A form for this purpose is included in the Proposal Submission Package (Attachment 5). VETS-4212 reports must be filed annually between August 1 and September 30 for any year in which the contractor held a qualifying contract.

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

GENERAL REFERENCES: Complete the attached "General References" form (available in Attachment 9). Information will be used in determining Responsibility pursuant to FAR 9.103.

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

**End of Volume II – Business and Price Proposal requirements.**

**G. RETENTION**

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

**H. SIGNATURE OF PROPOSAL**

The person signing the proposal must have the authority to commit the offeror to all the provisions of the offer, recognizing that the Government has the right, by the terms of this Request for Proposal, to make an award without further discussions, if it so elects.

**I. CLARIFICATION OF REQUIREMENT**

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

**J. ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION**

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

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

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

## RESPONSIBILITY DETERMINATION

1. It is the general policy of the Department of the Interior that a contract shall be awarded only to contractors determined to be responsible in accordance with Part 9 of the Federal Acquisition Regulations (FAR). No contract shall be awarded to any person or firm unless the Contracting Officer first makes an affirmative determination that the prospective contractor is responsible within the meaning of FAR Part 9.

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

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

   a. Has adequate financial resources;
   b. Is able to meet the required delivery or performance dates;
   c. Has a satisfactory performance record;

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

# SECTION M – EVALUATION FACTORS FOR AWARD

**A. BASIS FOR AWARD**

1. The Government will conduct a source selection using the Best Value Continuum Tradeoff Process defined at FAR Part 15.1. The Contracting Officer (CO) intends to obligate and award a contract to the offeror who submits a proposal the Source Selection Authority (SSA) determines conforms to solicitation requirements; is fair and reasonable; and provides the best value to the government considering all evaluation factors combined as detailed below. For this acquisition, the CO is the SSA.
2. The Government may accept other than the lowest priced proposal when the perceived benefits of a higher priced proposal merit the price differential. The Government will not select an offeror for award on the basis of superior quality without concern for the amount of its price. Similarly, a rating of "unacceptable" for any criteria may eliminate the proposal from further consideration, regardless of rating for any other criteria. For this solicitation, all evaluation factors other than cost or price when combined are approximately equal to cost or price.
3. Additionally, pursuant to FAR 52.215-1(f), Contract Award, contained herein:
   - The Government may reject any or all proposals if such action is in the Government's interest.
   - The Government may waive informalities and minor irregularities in proposals received.
   - The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the CO later determines them to be necessary.

**B. EVALUATION PROCESS**

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

1. Initial Review: Proposals will be reviewed for compliance with the solicitation to verify that all submission requirements are met; all certifications are complete, and the offeror is responsible and otherwise eligible to receive award of a Federal contract. If the proposal does not comply or lacks sufficient information to be meaningfully evaluated, it may be eliminated from further consideration for award.
2. Technical Evaluation: A Technical Evaluation Panel (TEP) comprised of Government personnel will conduct a technical evaluation of proposals. The TEP will review, evaluate, assess risk, and rate all acceptable proposals against the technical factors contained in this solicitation. The TEP will not have knowledge of any pricing until the technical evaluation is complete.
3. Price Evaluation: Upon completion of the technical evaluation, the TEP and CO/SSA will perform price analysis on all offers and compare each proposal's technical merits to its proposed pricing. The TEP will make an award recommendation to the CO/SSA.
4. Tradeoff Analysis: The CO/SSA will review the TEP's award recommendation and independently perform a tradeoff analysis by further comparing each proposal's technical advantages, disadvantages, strengths, weaknesses, risks and benefits to its proposed pricing.
5. Selection: The CO/SSA will select for award the proposal that provides the overall best value to the Government, all technical factors and cost or price considered.

**C. EVALUATION FACTORS**

**1. PRICE**

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

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

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

**2. TECHNICAL EVALUATION FACTORS**

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

**FACTOR 1 – EXPERIENCE:**

Project experience demonstrating (1) capability to successfully complete relevant projects of similar scope and magnitude to this solicitation; (2) strong technical knowledge and skill required for this solicitation; and (3) effective management, problem solving, communication, coordination, and organization present lower levels of risk and will be more favorably rated. Those not demonstrating these attributes present higher levels of risk and will be less favorably rated.

*a. Submission Requirements:*

Submit the attached "Project Experience Questionnaire" (available in Attachment 6), or similar format, addressing specific experience elements below for a minimum of three (3) and up to five (5) projects completed in the last six (6) years performed by your firm, and any of your proposed subcontractors, similar in scope, magnitude and complexity to this solicitation. Projects with the Federal Government, other public agencies, or private organizations may be considered. Submit separate forms for each project. Key Trades, if evaluated, are subject to substitution requirements in Section H of this solicitation and resulting contract.
NOTE: Submit the same projects for Past Performance (Factor 4) as submitted under this factor.

*b. Minimum Requirement:*

Project experience demonstrating (1) capability to successfully complete relevant projects of similar scope and magnitude to this solicitation; (2) strong technical knowledge and skill required for this solicitation; and (3) effective management, problem solving, communication, coordination, and organization present lower levels of risk and will be more favorably rated. Those not demonstrating these attributes present higher levels of risk and will be less favorably rated.

**Subfactor 1A: Key Personnel Experience**

*a. Submission Requirements:*

Submit resumes for key personnel as identified in Section H of this solicitation and listed below. All personnel proposed are subject to substitution requirements contained in this solicitation. The site superintendent may also serve as the on-site quality control manager and/or the on-site safety manager if the offeror can demonstrate that they have successfully performed the multiple roles on previous projects of similar size and complexity. There is no preprinted form for this submittal.

- Project Manager
- On-Site Superintendent
- On-Site Quality Control Manager
- On-Site Safety Manager

*b. Minimum Requirement:*

Key Personnel experience demonstrating (1) capability in same or similar key personnel positions on successful relevant projects of similar scope and magnitude to this solicitation; (2) strong technical knowledge and skill required for this solicitation; and (3) effective problem solving, communication, coordination, and organization present lower levels of risk and will be more favorably rated. Those not demonstrating these attributes present higher levels of risk and will be less favorably rated.

**Factor 2: Schedule**

**Subfactor 2A - Schedule**

*a. Submission Requirements:*

Submit your proposed construction schedule for THIS SPECIFIC PROJECT showing completion within the required period of performance contained in this solicitation with accompanying schedule narrative. Submit your schedule in MS Project Gantt Chart or similar format; for evaluation purposes only assume a Notice to Proceed date to occur 10 days after award, and include specific activities required for this project and a clear critical path with major milestones and applicable predecessor activities, while minimizing building closure. In your accompanying narrative, explain schedule logic, critical path activities, and key considerations and constraints. There is no preprinted form for this submittal.

*b. Minimum Requirement:*

Construction schedules and narrative descriptions documenting (1) clear and efficient critical path and logical sequencing; (2) account for procurement lead-time, subcontractor/trade coordination, on-site storage and staging, resource and time constraints; and (3) demonstrate risk mitigation and successful completion within the required period of performance present lower levels of risk and will be more favorably rated. Schedules which do not demonstrate these attributes present higher levels or risk and will be less favorably rated.

**Factor 3: Technical Approach**

**Subfactor 3A: Technical Approach**

*a. Submission Requirements:*

Technical approach is your means and methods to complete a technical aspect of required work in this solicitation. Submit a written narrative limited to 10 pages describing your technical approach to the specific aspects below. Additional pages will not be evaluated. Pictures can be included and will count towards the page limitation. There is no preprinted form for this submittal.

Approach to Critical Contract Requirements: Describe your approach to successfully accomplish the work outlined in the specifications and drawings within proposed contract performance period and budget. Identify potential related risks or reasons for project time or cost impacts and your solutions to mitigate and resolve them.

*b. Minimum Requirement:*

Technical approaches that comply with applicable contract requirements; are realistic, appropriate, and efficient; and demonstrate clear logic and scope understanding present lower levels of risk and will be more favorably rated. Approaches not demonstrating these attributes present higher levels of risk and will be less favorably rated.

**Factor 4: Safety**

**Subfactor 4A: Safety**

Provide an effective accident prevention program and provide a safe working environment for personnel and visitors.

*a. Submission Requirements:*

Submit an overview of your company's Construction Safety Program and an assessment of the safety risks associated with this construction project. Discuss any changes to your company's Construction Safety Program required to address your assessment of the project risk. Include the name, resume, and specific safety training completed (i.e., OSHA, etc.) for the proposed Project Site Safety Manager for this project. Additionally, submit a copy of OSHA 300A logs for the previous three (3) calendar years.

**Factor 5: Past Performance**

The Government will evaluate the degree to which the quoter successfully performed past projects similar in scope and complexity to the project detailed in this solicitation within the last six (6) years and satisfied past customers, using the quoter's provided references. Past performance information from other sources, including the Contractor Performance Assessment Reporting System (CPARS), may also be utilized in the determination of the past performance record. In the case of a quoter without a record of past performance or for whom information on past performance is not available, the quoter will not be evaluated favorably or unfavorably on past performance.

*a. Submission Requirements:*

Submit Past Performance information for the same projects submitted under Relevant Experience (Factor 1, above) using the attached required "Past Performance Questionnaire" form (available in Attachment 6). Information may be regarding the Offeror's firm and/or its proposed subcontractors performing key trades and/or other construction activities. Subcontractor past performance will only be considered if it correlates to the work the subcontractor will be performing on this requirement. If available, offerors may submit final version completed Contractor Performance Assessment Reporting System (CPARS) reports in lieu of having a reference complete the Past Performance Questionnaire form. Submittal process for the Past Performance Questionnaire is as follows:

- Complete Sections A, B, and C only of the attached Past Performance Questionnaire and forward to your client reference. The reference shall be someone who was substantially involved with the project and can provide a complete, objective assessment of your performance. Direct them to complete and submit the survey directly to the Contracting Officer via email only by the due date and time for proposal receipt. NOTE: Any Past Performance Questionnaires for proposed subcontractors should include the Offeror/Prime Contractor's company name in the top right of the form in the space for "Offeror Company Name" then indicate the proposed subcontractor company name in Section A and check the correct box to indicate they are a proposed subcontractor for the Offeror/Prime Contractor's company.
- Submit copies of the questionnaire that you forwarded to your references with their point of contact information in this proposal Volume I.
- Submit a narrative disclosing any instances of past performance that may be considered less than fully satisfactory. Describe pertinent facts, circumstances and any remedial action taken or to be taken to correct the deficiency. Failure to disclose such instances could result in an unfavorable assessment of the offeror's past performance record.

*b. Minimum Requirement:*

Past performance will be evaluated in the areas of recency, relevance, and quality. Past performance demonstrating higher levels of success and quality on more relevant projects similar in scope and magnitude to this solicitation as completed within the specified time period present lower levels of risk and will be more favorably rated. In the case of an offeror without a record of past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

Past performance information from other sources, including the Past Performance Information Retrieval System (PPIRS), may also be utilized in the determination of the past performance record. During proposal evaluations, limited exchanges between the Government and an offeror may occur to clarify the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond.