SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
	140P8526Q0083	☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	07/30/2026	1		38

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	0044048685	

7. ISSUED BY CODE PPO	8. ADDRESS OFFER TO
NPS, PWR - SF/SEA MABO 333 Bush Street Suite 500 San Francisco CA 94104	

9. FOR INFORMATION CALL	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Brian Roppolo	2062204215

SOLICITATION

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

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

The Department of the Interior, National Park Service, is requesting quotes (RFQ) for road striping/painting at Yosemite National Park, CA. The Contractor shall provide all mobilization, labor, supervision, materials, equipment, transportation, site rehabilitation, clean-up, and demobilization.

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

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 1200 ***(hour)*** local time 08/20/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

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

OFFER *(Must be fully completed by offeror)*

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

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

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

CODE FACILITY CODE

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

AMOUNTS ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

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

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

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 0 *copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

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

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

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

Brian Roppolo

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: 0011283372 NPS, Yosemite NP PO Box 700-W 5083 Foresta Road El Portal CA 95318 US				
00010	Road Striping (FOR FUNDING PURPOSES ONLY, SEE PRICE SCHEDULE) Product/Service Code: Z2LB Product/Service Description: REPAIR OR ALTERATION OF HIGHWAYS/ROADS/STREETS/BRIDGES/RAILWAYS				

Table of Contents

Part I – The Schedule 6

Section A – Solicitation/Contract Form 6

Section B – Supplies or Services and Prices 6

B.1 – Bid Schedule 6

Section C – Description/Specifications/Statement of Work 7

C.1 – Project Specifications 7

Section D – Packaging and Marking 8

Section E – Inspection and Acceptance 9

E.1 – 52.246-12 – Inspection of Construction (AUG 1996) 9

Section F – Deliveries or Performance 11

F.1 – Clauses Incorporated by Reference 11

F.2 – Commencement, Prosecution, and Completion of Work 11

F.3 – Deliverable (Post-Award): Contractor's Daily Logs 11

Section G – Contract Administration Data 12

G.1 – Contract Administration 12

G.2 – Correspondence 12

G.3 – Appointment of Contractor Representative/Superintendent 12

G.4 –1452.201-70 – Authorities and Delegations (SEP 2011) 13

G.5 – 1452.204-70 – Release of Claims – Department of the Interior (JUL 1996) 14

G.6 – Construction Contract Administration 14

G.7 – Notice to Contractors – Contractor Performance Assessment Reporting System 14

G.8 – Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (FEB 2021) 14

Section H – Special Contract Requirements 16

H.1 – Wage Rates 16

H.2 – Workers Compensation 16

H.3 – Site Specific Safety and Health Plan 16

H.4 – Archeological Findings 17

H.5 – Conduct of Operations 17

H.6 – Seasonal Shutdown 17

Part II – Contract Clauses 18

Section I – Contract Clauses 18

I.1 – Clauses Incorporated by Reference 18

I.2 – Pre-Construction Conference 19

I.4 – 52.223-9 – Estimate of Percentage of Recovered Material Content for EPA Designated Items (MAY 2008) 20

I.5 – 52.225-9 – Buy American–Construction Materials (OCT 2022) 21

I.7 – 52.228-15 Performance and Payment Bonds-Construction (JUN 2020) (DEVIATION MAY 2023) 25

I.8 – 1452.228-70 – Liability Insurance – Department of Interior (JUL 1996) 27

I.10 – 52.252-2 – Clauses Incorporated by Reference (FEB 1998) 27

I.11 – 52.252-6 – Authorized Deviations in Clauses (NOV 2020) 27

Part III – List of Documents, Exhibits, and Other Attachments 29

Section J – List of Attachments 29

J.1 – Attachments 29

Part IV – Representations and Instructions 30

Section K – Representations, Certifications and Other Statements of Offerors 30

Section L – Instructions, Conditions, and Notices to Offerors 30

L.1 – Provisions Incorporated by Reference 30

L.2 – Offer Affordability 30

L.3 – Site Visit (Construction)....31
L.4 – 52.216-1 – Type of Contract (APR 1984)....31
L.5 – 52.225-10 – Notice of Buy American Requirement--Construction Materials (MAY 2014)....31
L.6 – 52.228-1 – Bid Guarantee (SEP 1996)....32
L.7 – 52.252-1 – Solicitation Provisions Incorporated by Reference (FEB 1998)....33
L.8 – 52.252-5 Authorized Deviations in Provisions (Nov 2020)....33
L.9 – Acquisition 360: Voluntary Survey....33
L.9 – Instructions for the Submission of Quotations and Other Information....34
L.10 – Responsibility Determination....36
Section M - Evaluation Factors for Award....38
M.1 – Evaluation Factors for Award....38

Part I – The Schedule

Section A – Solicitation/Contract Form

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

Section B – Supplies or Services and Prices

B.1 – Bid Schedule

See the attached Quote/Price Sheet listed in Section J of this procurement for use to propose pricing.

Section C – Description/Specifications/Statement of Work

C.1 – Project Specifications

See the attached project statement of work and associated documents, listed in Section J of this procurement, for project requirements.

(End of Clause)

Section D – Packaging and Marking

There are no clauses in this section.

Section E – Inspection and Acceptance

E.1 – 52.246-12 – Inspection of Construction (AUG 1996)

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

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

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

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

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

(3) Constitute or imply acceptance; or

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

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

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

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

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

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

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

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

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

(End of Clause)

Section F – Deliveries or Performance

F.1 – Clauses Incorporated by Reference

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

F.2 – Commencement, Prosecution, and Completion of Work

The Contractor shall be required to commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, prosecute the work diligently, and complete the entire work ready for use not later than *30 Days* following receipt of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

F.3 – Deliverable (Post-Award): Contractor's Daily Logs

Contractor shall prepare a daily log for each day work is performed under this contract. Copies of daily logs shall be submitted to the Contracting Officer, and may be compiled and submitted weekly, with payroll. Time necessary for completion of daily log is approximately 15 to 30 minutes. The contractor may choose to use its own format as long as the following elements are included on the log:

(a) Project Name

(b) Contract number

(c) Date

(d) Prime Contractor and/or Subcontractor

(e) Work performed, including number of employees by job categories (indicate if "prime" or "sub")

(f) Heavy equipment on job, hours worked (indicate if "prime" or "sub")

(g) Materials delivered

(h) Official visitors to site

(i) Inspections performed

(j) Verbal instruction received from government on construction deficiencies

(k) Certification (prime contractor's signature/COR's signature)

(End of Clause)

Section G – Contract Administration Data

G.1 – Contract Administration

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

Jessica Crow
Supervisory Facilities Operations Specialist
Yosemite National Park
(209) 347-7323
Jessica_crow@nps.gov

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

Brian Roppolo
Contracting Officer
Brian_roppolo@ios.doi.gov

(End of Clause)

G.2 – 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.

Brian Roppolo
Contracting Officer
Brian_roppolo@ios.doi.gov

(End of Clause)

G.3 – Appointment of Contractor Representative/Superintendent

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

(End of Clause)

G.4 –1452.201-70 – Authorities and Delegations (SEP 2011)

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

G.5 – 1452.204-70 – Release of Claims – Department of the Interior (JUL 1996)

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

(End of Clause)

G.6 – Construction Contract Administration

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

(End of clause)

G.7 – Notice to Contractors – Contractor Performance Assessment Reporting System

In accordance with DOI and NPS policy, past performance evaluations may be prepared for this acquisition. For more information see the Contractor Performance Assessment Reporting System (CPARS), available online at https://cpars.gov/.

G.8 – Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (FEB 2021)

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

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

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

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 Contract Specialist/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 Contract Specialist/Contracting Officer (CS/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) prior to the contract award date, but no more than 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 quotation.

(End of Clause)

Section H – Special Contract Requirements

H.1 – Wage Rates

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

(End of Clause)

H.2 – Workers Compensation

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

(End of Clause)

H.3 – Site Specific Safety and Health Plan

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

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

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

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

applicable laws, criteria, ordinances, regulations, and referenced documents vary the most stringent requirements shall apply.

(End of Clause)

H.4 – Archeological Findings

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

(End of Clause)

H.5 – Conduct of Operations

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

(End of Clause)

H.6 – Seasonal Shutdown

It is recognized that seasonal climatic conditions regularly occur in some of the National Park Service areas that restrict and in some cases prohibit normal construction activities. The actual timing of a seasonal shutdown will be determined by the Contracting Officer. The Contractor shall give the Contracting Officer at least two weeks' notice prior to the anticipated resumption of work. The actual date that work is resumed is subject to the approval of the Contracting Officer. The amount of time during a seasonal shutdown is taken into consideration when the completion time as stated in the Contract is determined. Therefore, the contract time will not be extended due to seasonal shutdowns.

(End of Clause)

Part II – Contract Clauses

Section I – Contract Clauses

I.1 – Clauses Incorporated by Reference

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

52.202-1	Definitions (JUN 2020)
52.203-3	Gratuities (APR 1984)
52.203-7	Anti-Kickback Procedures (JUN 2020)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)
52.203-17	Contractor Employee Whistleblower Rights (NOV 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-10	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)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (JAN 2025)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2020) (DEVIATION JAN 2026)
52.219-28	Post-Award Small Business Program Representation (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 (JUL 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 Requirements and Related Regulations (MAY 2014)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (MAY 2014)
52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020)
52.222-37	Employment Reports on Veterans (JUN 2020)
52.222-50	Combating Trafficking in Persons (NOV 2021)
52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2022)
52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2024)

52.223-23	Sustainable Products and Services (MAY 2024) (DEVIATION FEB 2025)
52.225-13	Restriction 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)
52.228-2	Additional Bond Security (OCT 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)
52.232-5	Payments under Fixed-Price Construction Contracts (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)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984) (DEVIATION JAN 2026)
52.236-5	Material and Workmanship (APR 1984) (DEVIATION JAN 2026)
52.236-7	Permits and Responsibilities (NOV 1991) (DEVIATION JAN 2026)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984) (DEVIATION JAN 2026)
52.240-91	Security Prohibitions and Exclusions (DEVIATION MAR 2026)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Products and Commercial Services (APR 2026) (DEVIATION APR 2026)
52.246-21	Warranty of Construction (MAR 1994)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

(End of Clause)

I.2 – 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.

(End of Clause)

I.3 - 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (Apr 2026)(DEVIATION Apr 2026)

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

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

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions),

contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

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

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

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

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

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

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

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

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

(End of clause)

I.4 – 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 postconsumer material content; and

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

(End of Clause)

I.5 – 52.225-9 – Buy American–Construction Materials (OCT 2022)

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

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

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

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

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

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

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

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

Cost of components means—

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

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

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

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

Domestic construction material means—

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

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

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

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

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

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

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

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

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

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

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

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

(b) Domestic preference.

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

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

None

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

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

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

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

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

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

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

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

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

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

[*Include other applicable supporting information.*]

(End of Clause)

I.7 – 52.228-15 Performance and Payment Bonds-Construction (JUN 2020) (DEVIATION MAY 2023)

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

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

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

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

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

(3) Additional bond protection.

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

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

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

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

U.S. Department of the Treasury,

Financial Management,

Service Surety Bond Branch,

3700 East West Highway,

Room 6 F01,

Hyattsville, MD 20782.

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

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

(End of clause)

I.8 – 1452.228-70 – Liability Insurance – Department of Interior (JUL 1996)

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

$500,000.00 each person

$500,000.00 each occurrence

$500,000.00 property damage

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

(End of Clause)

I.10 – 52.252-2 – Clauses Incorporated by Reference (FEB 1998)

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

(End of clause)

I.11 – 52.252-6 – Authorized Deviations in Clauses (NOV 2020)

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

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

(End of clause)

Part III – List of Documents, Exhibits, and Other Attachments

Section J – List of Attachments

J.1 – Attachments

The following attachments are included as part of this solicitation:

ATTACHMENT #	TITLE	DATE	NO. OF PAGES
1	Quote/Price Sheet	6/25/2026	1 (Sheet)
2	Project Statement of Work	6/25/2026	5
3	Construction Wage Decision (Davis-Bacon Wage Rates)	5/18/2026	82
4	Technical Information Form	6/25/2026	2
5	SF 24, Bid Bond	6/25/2026	4
6	Valley Map	7/30/2026	2
7	Wawona Tunnel to Valley Loop Map	7/30/2026	2
8	Big Oak Flat Tunnels and Tioga Map	7/30/2026	1
9	South Entrance to Chilnualna Falls Trailhead Map	7/30/2026	2

Part IV – Representations and Instructions

Section K – Representations, Certifications and Other Statements of Offerors

There are no provisions in this section.

Section L – Instructions, Conditions, and Notices to Offerors

L.1 – Provisions Incorporated by Reference

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

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.

52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (May 2014)
52.228-17 Individual Surety – Pledge of Assets (Bid Guarantee) (FEB 2021)
52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Deviation Mar 2026)

(End of Provision)

L.2 – Offer Affordability

The Government seeks offers with a total price less than $250,000. 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.

L.3 – Site Visit (Construction)

(a) The clauses at 52.243-5, Changes and Changed 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, quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Jessica Crow
Supervisory Facilities Operations Specialist
Yosemite National Park
(209) 347-7323
Jessica_crow@nps.gov

(End of Provision)

L.4 – 52.216-1 – Type of Contract (APR 1984)

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

(End of Provision)

L.5 – 52.225-10 – Notice of Buy American Requirement--Construction Materials (MAY 2014)

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

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

(c) *Evaluation of offers.*

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

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

the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of Provision)

L.6 – 52.228-1 – Bid Guarantee (SEP 1996)

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

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

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

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

(c) The amount of the bid guarantee shall be 20 percent of the bid price.

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

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

(End of Provision)

L.7 – 52.252-1 – Solicitation Provisions Incorporated by Reference (FEB 1998)

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

(End of provision)

L.8 – 52.252-5 Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

L.9 – Acquisition 360: Voluntary Survey

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

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

(End of provision)

L.9 – Instructions for the Submission of Quotations and Other Information

(a) GENERAL INFORMATION:

(1) Each quoter must:

Submit the required quotation package documents as instructed below – see section below entitled "QUOTATION PACKAGE (WHAT TO SUBMIT)" – Failure to provide the required information may be cause for rejection of the quotation.

(2) Quotations shall only be accepted through electronic mail addressed to:

Brian_roppolo@ios.doi.gov

Include the Request for Quotation (RFQ) number (**140P8426Q0083**) in the subject line of your email.

Quoters are urged to title all electronic quote documents using short, clear, and consistent naming conventions and use **Adobe PDF** as the preferred file format.

(3) Submission deadline. We must receive your quote at the address specified in Block 8 of the SF 1442 by the deadline specified in Block 13. We will not consider any quote that we receive after the deadline unless we receive it before we issue a purchase order and considering it will not delay our purchase. In case of an emergency that delays our operations and makes submission or receipt of your quote impossible, we will extend the deadline by one working day.

It is the responsibility of the quoter to verify receipt by the email address recipient listed above on or before the closing date/time of the RFQ.

(4) Modifications of previous quotations may be made by email to the Contracting Officer.

(5) The Government's evaluation of "equal" product requests will be made after contract award as part of the submittal review process (reference FAR 52.236-5).

(b) QUOTATION PACKAGE (WHAT TO SUBMIT):

All quoters must include the following:

(1) Standard Form 1442, Solicitation, Offer, and Award (Construction, Alteration, or Repair): Complete blocks 14 through 20C only, including your signature.

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

(2) **Acknowledgement of Amendments**: Acknowledge all solicitation amendments (if any are issued) using one of the methods set forth in Block 11 of the amendment, Standard Form 30.

(3) **Completed Quote/Price Sheet**: Submit a price for all contract line items utilizing the provided Quote/Price Sheet (Section J, **Attachment 1**).

(4) **Offer Guarantee** (see Section J, **Attachment 6**): In accordance with Section L, FAR 52.228-1 - Bid Guarantee, an offer guarantee of 20 percent of the total offer amount is required. Submit a Bid Bond, Standard Form 24, duly executed between the offeror and the bonding company. It is acceptable to submit this electronically with your quote.

(5) **SAM Registration:** To be eligible for award, quoters are required to be registered in the System for Award Management (SAM) record accessed through www.sam.gov at the time their quotation is submitted. Registration in SAM is 100% free. "Registered in the System for Award Management (SAM)" is defined at FAR 52.204-7 and includes the requirement that the SAM record is marked "Active".

(6) **Small Business Status**. To be eligible for award as a small business concern, the quoter 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.

(7) **Buy American Act Notice** (see FAR 52.225-9 in Section I): If applicable, follow printed instructions on notice.

(8) **Complete Technical Information Form**: Quoters shall use the attached Technical Information Form (see Section J, **Attachment 4**) or equivalent format. As requested in Section M.1, use this form to provide the following:

a. **Relevant Experience:** List comparable relevant experience successfully completing projects of a similar nature and scope as this advertised project within the last six (6) years and provide a brief narrative explaining the correlations between your listed relevant experience and this project work, to be evaluated as described in Section M.1.

b. **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 **1 August 2026**; 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.

- **Technical Approach**: Technical approach your means and methods to complete a technical aspect of required work in this solicitation. Submit a brief written narrative

limited to 2 pages describing your technical approach to successfully accomplish this project, to be evaluated as described in Section M.1. Address the specific aspects listed below: Approach to successfully accomplish the work advertised by this solicitation in accordance with the project specifications and within the proposed contract performance period.

- Approach to safely coordinate construction work with the least possible obstruction and inconvenience to the public and adjacent operations.

(c) RETENTION

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

(d) INQUIRIES

To ensure quoters' questions are adequately addressed and appropriate action taken prior to submission of quotations, questions must be received in writing no later than five (5) calendar days prior to quotation due date shown in the latest amendment. Questions and/or comments received after this time may or may not be addressed prior to the solicitation closing date. Submit questions only through email to:

Contracting Officer, Brian Roppolo, brian_roppolo@ios.doi.gov

(e) CLARIFICATION OF REQUIREMENT

Prospective quoters 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 quoter find discrepancies in, or omissions from, the solicitation or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the contracting officer and obtain clarification prior to submitting a quotation.

(End of provision)

L.10 – Responsibility Determination

(a) It is the general policy of the Department of the Interior that 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.

(b) 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.

(c) 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:

(1) Has adequate financial resources;
(2) Is able to meet the required delivery or performance dates;
(3) Has a satisfactory performance record;
(4) Has the organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
(5) Has a satisfactory record of integrity and business ethics;
(6) Has the necessary production and technical equipment and facilities or the ability to obtain them;
(7) Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

(End of provision)

Section M - Evaluation Factors for Award

M.1 – Evaluation Factors for Award

Evaluation will be made in accordance with the simplified acquisition procedures outlined in RFO FAR Part 13.202. The Government anticipates issuing an order resulting from this request for quotation to the responsible quoter whose quotation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate quotations:

(1) Price

(2) **Relevant Experience**: The Government will evaluate the quoter's relevant experience (using the quoter's provided list of relevant projects and brief narrative explaining the correlations between the quoter's listed relevant experience and this project work) on the basis of extent of experience with projects of a similar nature and scope as performed within the last six (6) years. Similar work on contracts with the Federal Government, other public agencies, or with private organizations may be considered.

(3) **Schedule**: 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.

(4) **Technical Approach**: The Government will evaluate the quoter's technical approach narrative. 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.