REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE

1. REQUEST NUMBER	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NUMBER	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
140P6026Q0059	07/29/2026	0044043434		

5a. ISSUED BY NPS, MWR - MWRO MABO
601 Riverfront Drive
Omaha NE 68102

6. DELIVER BY *(Date)*: 90 Days After Notice to Proceed

7. DELIVERY: [X] FOB DESTINATION [ ] OTHER *(See Schedule)*

5b. FOR INFORMATION CALL *(NO COLLECT CALLS)*

NAME	TELEPHONE NUMBER: AREA CODE	NUMBER
Adam Kircher	402	800-8120

9. DESTINATION

a. NAME OF CONSIGNEE: NPS, Padre Island NS

b. STREET ADDRESS: 20301 Park Rd. 22

c. CITY: Corpus Christi

d. STATE: TX

e. ZIP CODE: 78418

8. TO:

a. NAME

b. COMPANY

c. STREET ADDRESS

d. CITY

e. STATE

f. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*: 09/04/2026 1000 CD

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NUMBER (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Padre Island National Seashore - Replace Buoys and NAV. Signs Request for quote for Replacement of Buoys and NAV. Signs at Padre Island National Seashore Period of performance: 90 calendar days from Notice to Proceed NAICS Code: 237990 Other Heavy and Civil Engineering Construction, Small Business Size Standard of $45.0M Bonding: Performance Bond and Payment Bond OR Irrevocable Letter of Credit Continued...				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS: NUMBER	PERCENTAGE

NOTE: Additional provisions and representations [ ] are [ ] are not attached.

13. NAME AND ADDRESS OF QUOTER

a. NAME OF QUOTER

b. STREET ADDRESS

c. COUNTY

d. CITY

e. STATE

f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

a. NAME *(Type or print)*

b. TELEPHONE: AREA CODE

c. TITLE *(Type or print)*

NUMBER

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(100% of the contract value) due within 10 calendar days after award Site Visit: see 52.236-27 - Site Visit (Construction) (Feb 1995) Contracting POC: Adam Kircher, adam_kircher@ios.doi.gov				
00010	Replace Buoys and Navigational Signage Product/Service Code: J020 Product/Service Description: MAINT/REPAIR/REBUILD OF EQUIPMENT- SHIP AND MARINE EQUIPMENT				

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Part I – The Schedule

SECTION A – Solicitation/Contract Form

This solicitation is a Request for Quote (RFQ), in accordance with the Specifications/Drawings and is issued on Standard Form (SF) SF18. Award of this contract will be made according to FAR Part 13 Simplified Acquisition Procedures. All references to "proposal" or "bid" in this solicitation shall be understood to mean "quotation." The Government will evaluate all Quotations in an impartial manner and consideration will be given to those with the highest perceived value to the government based on responses to the evaluation factors identified in Section M.

Special Notice for Contractors Submitting Quotes
Signing of the offer shall be deemed to be a representation by the quoter that contractor owns, operates, or maintains a place of business, regularly engaged in construction projects that include having staff with experience required to perform the work described in this solicitation. Quoted price must include all materials/labor/work/taxes to complete work outlined in the Specifications.

SECTION B – Price/Bid Schedule

Quote pricing shall be provided in accordance with Section L and is incorporated herein.

CLIN	UNIT	QUANTITY	PRICE
0010 – Padre Island National Seashore - Replace Buoys and NAV. Signs	Lump Sum	1	$
		TOTAL:	$

SECTION C – Specifications/Drawings

Project work consists of: Replace Buoys and Navigational Signage - Padre Island has an established area designated for windsurfing, which is located within a section of the waterway restricted from boat access to ensure visitor safety and resource management. The area is currently marked with 18 buoys, which provide clear boundaries for windsurfing activity and help prevent conflicts with other water users. These buoys are scheduled for replacement due to normal wear and tear. This project includes the purchase and installation of 18 new buoys, ensuring the area continues to be clearly marked, safely managed, and effectively maintained.

"Specifications and other supporting documents are attached and incorporated herein. Refer to SECTION J."

SECTION D - Packaging and Marking

No clauses included

SECTION E - Inspection and Acceptance

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

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

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

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

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

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

(3) Constitute or imply acceptance; or

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

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

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

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

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

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

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

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

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

(End of clause)

SECTION F - Deliveries or Performance

Work shall be completed by skilled personnel per industry standards and manufacturer specifications.

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

(End of clause)

SECTION G - Contract Administration Data

(a) Contact Information:

The Contracting Specialist / Contracting Officer administrating the Contract:

Adam Kircher
Contracting Specialist
National Park Service
601 Riverfront Drive
Omaha, NE 68102
Telephone No. (402) 800-8120
Email: adam_kircher@nps.gov

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

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

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

(e) The contractor and the Government may agree to perform a no-cost field change. Field changes are made when the change appears to be mutually beneficial to all parties and would not require changing the negotiated line items. All field changes must be approved by the CO prior to execution.

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

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

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

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

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

INTERIM AND FINAL INSPECTIONS

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

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

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

1452.201-70 Authorities and Delegations (Sep 2011)

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

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

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

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

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

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

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

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

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

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

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

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

(End of Local Clause)

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

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

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

1. Copy of vendor invoice document in PDF format, completed on the pay application document provided by contracting, which shows pricing breakdown for all line items. Once all signatures (Contractor's / COR / CO) and approvals are completed on the pay application, the vendor can then upload this document into IPP as their invoice attachment.

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

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

(End of clause)

Construction Contract Administration

Federal Acquisition Regulation (FAR) 36.211(b) and RFO FAR 36.101-4 requires agencies provide description of policies and procedures that apply to definitization of equitable adjustments for change orders under construction contracts and data on the time required to definitize equitable adjustments for change orders under construction contracts. This information can be found at: *FAR Overhaul - Part 36 | Acquisition.GOV*

COMPLIANCE WITH RECENT EXECUTIVE ORDERS 14148/14208

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

SECTION H - Special Contract Requirements

GREEN PROCUREMENT

To the extent that the construction services provided by the Contractor require provision of any of *the types of products listed at https://sftool.gov/greenprocurement*, the Contractor is expected to provide the green type of product unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards.

Part II – Contract Clauses

SECTION I - Contract Clauses

52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

(End of clause)

52.252-6 Authorized Deviations in Clauses (Nov 2020)

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

Authorized Deviations in Clauses (Nov 2020)

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

52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-13 System for Award Management Maintenance (Oct 2018) (DEVIATION Mar 2026)
52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)
52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025) DEVIATION DATE
52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
52.215-8 Order of Precedence -- Uniform Contract Format (Oct 1997) DEVIATION DATE
52.219-6 Notice of Total Small Business Set-Aside (Mar 2020) (DEVIATION Jan 2026)
52.219-28 Post-Award Small Business Program Rerepresentation (Jan 2025) (DEVIATION Jan 2026)
52.222-1 Notice to the Government of Labor Disputes (Feb 1997) DEVIATION DATE
52.222-3 Convict Labor (June 2003) DEVIATION DATE
52.222-6 Construction Wage Rate Requirements (Aug 2018) (DEVIATION Feb 2025)
52.222-7 Withholding of Funds (May 2014) DEVIATION DATE
52.222-8 Payrolls and Basic Records (Jul 2021) DEVIATION DATE
52.222-9 Apprentices and Trainees (Jul 2005) (DEVIATION Feb 2025)
52.222-10 Compliance with Copeland Act Requirements (Feb 1988) DEVIATION DATE
52.222-11 Subcontracts (Labor Standards) (May 2014) (DEVIATION Feb 2025)
52.222-12 Contract Termination-Debarment (May 2014) (DEVIATION Feb 2025)
52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)
52.222-14 Disputes Concerning Labor Standards (Feb 1988) DEVIATION DATE
52.222-15 Certification of Eligibility (May 2014)
52.222-50 Combating Trafficking in Persons (Oct 2025) DEVIATION DATE
52.222-55 Minimum Wages Under Executive Order 14026 (Jan 2022) DEVIATION DATE

52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022) DEVIATION DATE
52.222-90 Addressing DEI Discrimination by Federal Contractors (Mar 2026) DEVIATION DATE
52.225-1 Buy American-Supplies (Oct 2022) DEVIATION DATE
52.226-7 Drug-Free Workplace (May 2024)
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.227-1 Authorization and Consent (Jun 2020)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)
52.227-4 Patent Indemnity- Construction Contracts (Dec 2007)
52.228-2 Additional Bond Security (Oct 1997)
52.228-11 Individual Surety - Pledges of Assets (Feb 2021) (DEVIATION May 2023)
52.228-14 Irrevocable Letter of Credit (Nov 2014)
52.228-15 Performance and Payment Bonds- Construction (Jun 2020) (DEVIATION May 2023)
52.229-12 Tax on Certain Foreign Procurements (Feb 2021) (DEVIATION Oct 2025)
52.232-5 Payments under Fixed-Price Construction Contracts (May 2014)
52.232-16 Progress Payments (Nov 2021) DEVIATION DATE
52.232-23 Assignment of Claims (May 2014)
52.232-27 Prompt Payment for Construction Contracts (Jan 2017)
52.232-33 Payment by Electronic Funds Transfer - System for Award Management (Oct 2018)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-1 Disputes (May 2014) DEVIATION DATE
52.233-3 Protest after Award (Aug 1996) DEVIATION DATE
52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004) DEVIATION DATE
52.236-2 Differing Site Conditions (Apr 1984) (DEVIATION Jan 2026)
52.236-3 Site Investigation and Conditions Affecting the Work (Apr 1984) (DEVIATION Jan 2026)
52.236-5 Material and Workmanship (Apr 1984) (DEVIATION Jan 2026)
52.236-6 Superintendence by the Contractor (Apr 1984) (DEVIATION Jan 2026)
52.236-7 Permits and Responsibilities (Nov 1991) (DEVIATION Jan 2026)
52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984) (DEVIATION Jan 2026)
52.236-10 Operations and Storage Areas (Apr 1984) (DEVIATION Jan 2026)
52.236-11 Use and Possession Prior to Completion (Apr 1984) (DEVIATION Jan 2026)
52.236-12 Cleaning Up (Apr 1984) (DEVIATION Jan 2026)
52.236-13 Accident Prevention (Nov 1991) (DEVIATION Jan 2026)
52.236-14 Availability and Use of Utility Services (Apr 1984) (DEVIATION Jan 2026)
52.236-21 Specifications and Drawings for Construction (Feb 1997) (DEVIATION Jan 2026)
52.240-91 Security Prohibitions and Exclusions (Dec 2025) (DEVIATION Mar 2026)
52.240-93 Basic Safeguarding of Covered Contractor Information Systems (Dec 2025) (DEVIATION Mar 2026)
52.243-5 Changes and Changed Conditions (Apr 1984) (DEVIATION Oct 2025)
52.244-6 Subcontracts for Commercial Products and Commercial Services (Oct 2025) DEVIATION DATE
52.246-21 Warranty of Construction (Mar 1994)
52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984)
52.249-10 Default (Fixed-Price Construction) (Apr 1984)
52.253-1 Computer Generated Forms (Jan 1991)

CLAUSES INCORPORATED BY FULL TEXT

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

Restriction on Endorsements—Department of the Interior

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

(End of clause)

1452.204-70 -- Release of Claims – Department of Interior (Jul 1996)

Release of Claims—Department of the Interior

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

(End of clause)

1452.228-70 -- Liability Insurance—Department of the Interior (Jul 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:

$100,000.00 each person

$500,000.00 each occurrence

$500,000.00 property damage

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

(End of clause)

52.213-4 – Terms and Conditions – Simplified Acquisitions (Noncommercial) (Mar 2026) (DEVIATION Mar 2026)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

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

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

(b) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual

capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

Cost of components means—

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

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

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

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

Domestic construction material means—

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

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

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

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

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

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

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

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

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

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

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

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

(b) Domestic preference.

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

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

_____*[Contracting Officer to list applicable excepted materials or indicate "none"]*

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

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

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

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

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

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

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

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

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

(End of clause)

52.228-13 -- Alternative Payment Protections (Jul 2000)

(a) The Contractor shall submit **one** of the following payment protections:

Payment Bond

OR

Irrevocable Letter of Credit (ILC)

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required **within 10 days after contract award**.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

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

SECTION J – List of Attachments

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
(All listed attachments are at the end of this document)

DOCUMENT TYPE	DESCRIPTION/TITLE	NO. OF PAGES	DATE
Attachment 1	**Scope of Work**	**12**	**Mar/2026**
Attachment 2	**Drawings - Buoy Profile Helical Anchor**	**1**	**Apr/2025**
Attachment 3	**Drawings - Depth Map**	**1**	
Attachment 4	**Drawings - Site Plan**	**1**	**Apr/2025**
Attachment 5	**Construction Wage Determination**	**5**	**Jan/2026**
Attachment 6	**Limitations on Subcontracting Report**	**1**	

Part IV – Representations and Instructions

SECTION K - Representations, Certifications, and Other Statements of Offerors

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

(End of provision)

52.252-5 Authorized Deviations in Provisions (Nov 2020)

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

Authorized Deviations in Provisions (Nov 2020)

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

52.203-18 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements - Representation (Jan 2017)

PROVISIONS INCORPORATED BY FULL TEXT

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

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

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

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

(b) The Offeror represents that—

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

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

(End of provision)

52.209-13 Violation of Arms Control Treaties or Agreements – Certification (Nov 2021) DEVIATION DATE

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

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

__ (1) The Offeror certifies that–

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

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

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

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

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

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

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

(d) Do not submit an offer unless—

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

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

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

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

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

(End of provision)

SECTION L - Instructions, Conditions, and Notices to Offerors

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

(End of provision)

52.252-5 Authorized Deviations in Provisions (Nov 2020)

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

Authorized Deviations in Provisions (Nov 2020)

(c) 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.
(d) 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 provision)

52.204-7 System for Award Management - Registration (Nov 2024) (DEVIATION Mar 2026)
52.214-34 Submission of Offers in the English Language (Apr 1991)
52.214-35 Submission of Offers in U.S. Currency (Apr 1991)

PROVISIONS INCORPORATED BY FULL TEXT

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

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

(End of provision)

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

(a)

(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)

(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.225-10 -- Notice of Buy American Requirement--Construction Materials (May 2014)

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

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

(c) *Evaluation of offers.*

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

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

(d) *Alternate offers.*

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

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of

the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Adam Kircher – adam_kircher@ios.doi.gov or at the address in Block 8 of Form 1442.

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

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240.

(End of provision)

52.236-27 – Site Visit (Construction) (Feb 1995)

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

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

Site Visit Date and Time:	**August 17, 2026 at 10:00 AM CT**
Site Visit Location:	**Padre Island National Seashore** 20301 Park Rd. 22 CORPUS CHRISTI TX 78418 Meeting location: Facility Maintenance Building
National Park Service POC:	Greg Smith: gregory_a_smith@nps.gov, 361-949-0481
Contracting POC:	Adam Kircher - adam_kircher@ios.doi.gov
THIS SITE VISIT DATE AND INFORMATION IS SUBJECT TO CHANGE – PLEASE MONITOR THIS POSTING ON SAM.gov FOR ANY AND ALL AMENDMENTS THAT MAY CHANGE THIS DATE/TIME AND INFORMATION.	

(End of provision)

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

GENERAL INFORMATION

The National Park Service (NPS) is seeking quotations for construction services as attached in the accompanying Statement of Work/Project Specifications. The NPS intends to conduct this acquisition by use of simplified acquisition procedures in accordance with FAR Part 13 (in conjunction with FAR Part 12).

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

North American Industry Classification System (NAICS) code and small business size standard. The NAICS code for this acquisition is **237990** with a size standard of **$45 Million**.

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

The direct SAM website for registration is: SAM.gov | Home. If you have any registration questions or need assistance, please call the SAM helpdesk. You may also receive assistance by contacting the Procurement Technical Assistance Center nearest you at their website at: https://www.aptac-us.org/

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

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

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

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

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

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

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

All questions should be emailed directly to the Contracting Specialist. Only written RFI's will be considered and

responded to by the Government. NPS responses to RFIs will be posted as an amendment to the solicitation.

A) OFFER DUE DATE

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

B) QUESTIONS

Contractor questions regarding this solicitation will be accepted in writing by email to: **Adam Kircher: adam_kircher@ios.doi.gov.** All questions shall be received **no later than 3 calendar days following the organized site visit** to be considered.

(Please reference provision 52.236-27 – Site Visit (Construction)(Feb 1995) for site visit date).

C) TO SUBMIT AN OFFER / SUBMISSION REQUIREMENTS

1. Delivery of Offers:

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

2. Quotes shall be sent to the following:
   i. Contract Specialist: **Adam Kircher: adam_kircher@ios.doi.gov**

3. Title subject line for all quote submissions shall contain the solicitation number, project name and number of total emails (this is if the size limit of the attachment is too large to send in one email – please see size limits below), per the following example:
   i. Subject: 140P6026Q0043 – Padre Island National Seashore - Replace Buoys and NAV. Signs– email 1 of 2

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

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

CHECKLIST FOR QUOTE SUBMITTAL:

Document to Complete in Quote Package	Check Box
Checklist for Quote Submittal – the checklist is this page of the solicitation completed as the first page in the package	☐
Signed acknowledgement of SF18	☐
Signed amendments (if applicable): Offeror shall acknowledge all solicitation amendments by signing the	☐

amendment and provide it with quote package.	
Completed Provisions in this solicitation as applicable	☐
Price/Bid Schedule: provide pricing on the price/bid schedule in section B. Total price shall be cited and if listed on the Solicitation Form, it must be the same amount listed. All pricing to be rounded to the nearest dollar. Alternate pricing and alternate quotes will not be accepted.	☐
Provide **Technical Capability:** **Project narrative** that demonstrates proposed schedule and approach for conducting the project activities that describes how the company will successfully meet the needs of the project specifications/statement of work. NOTE: Vendors are encouraged to provide detailed specific information. Failure to provide sufficient information so that the evaluation team cannot discern if the offeror has a thorough understanding of the work in question may lead to this item being deemed unacceptable. Information provided should be relevant to the project specifications and supporting documents.	☐
Provide **Past Performance:** Complete a **compiled list with Past Performance references**) - preferably a minimum of 3 and/or a maximum of 5**,** which are most recent projects within the past five (5) years that provide information on the performance quality of work on relevant similar projects in size and scope as outlined in the project specifications: • Brief description of project • Point of contact information NOTE: Contact information SHALL be provided, to include a brief description of the project, as well as point of contact information so that the Government may contact and confirm the information provided. Additionally, the Government may consider any and all other sources of information, including, but not limited to, contacting the contractor or contracting officer of the projects provided or some other means.	☐

<u>Contractor Core Data:</u>

Offerors Company Name:_____

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

Offerors POC:_____

Offerors POC Email/Phone:_____

(End of Section L)

SECTION M – EVALUATION FACTORS FOR AWARD

BASIS FOR AWARD

Award will be made in accordance with Simplified Acquisition evaluation procedures as set forth by FAR Part 13 (in conjunction with FAR Part 12) will be applied in the comparative evaluation of quotations to the offeror that provides the best value and most advantageous to the government based on price, technical, and past performance. Technical Capability, prior experience and price will be evaluated by comparing quotes using an efficient and minimally burdensome process. This solicitation is not stating nor required to state the relative importance assigned to each evaluation factor and/or sub factor. The government reserves the right to consider any offer submitted in response to the solicitation, regardless of date/time prior to making a final award decision.

1. **Price**: a detailed breakdown of offeror's price may be requested by the CO during evaluation
2. **Technical Capability**: Technical is the factual documentation of the firm's ability to meet the specifications.
    a. Offeror should submit any relevant evidence sufficient of technical capability which validates the offeror possesses, or has the ability to obtain, the technical knowledge, capability, business and managerial acumen, and experience to successfully perform a contract of the size and scope as described in this solicitation.
    b. Failure to provide sufficient information so that the evaluation team cannot discern if the offeror has a thorough understanding of the work in question may lead to this item being deemed insufficient.
    c. Further documentation may include, but is not limited to, additional references, identification of previous government contracts performed, licenses and or certifications, company capability statement/bio, photographs of relevant completed projects and awards, certificates of achievement, and letters of recognition pertinent to the disciplines/trades required of the work described in this solicitation.
3. **Past Performance**: is the factual documentation or narrative of a firm's experience, qualifications, and capability, along with providing examples of their firm's most recent and relevant projects within the past five (5) years of similar size and scope.
    a. Failure to provide sufficient information may lead to this item being deemed insufficient.

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

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

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

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

A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified constitutes an offer by the government. The contractor and Contracting Officer

will both sign the final award to bind both parties. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether there are exchanges or negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Section M)