SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140P2026R0093	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 07/14/2026	PAGE 1 OF 67 PAGES

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

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

7. ISSUED BY CODE PDS	8. ADDRESS OFFER TO
NPS, DSC Contracting Services Div 1 Denver Federal Center, Building 50 P.O. Box 25287 Denver CO 80225-0287	NPS, DSC Contracting Services 12795 W. Alameda Parkway P.O. Box 25287 Denver, CO 80225-0287

9. FOR INFORMATION CALL	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Brian Baugh	0000000000

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)*

CUVA 224822 - Cuyahoga Valley - Riverbank Stabilization Project - Cuyahoga Valley National Park, Brecksville, Ohio - Design - Build

a) This acquisition is being solicited under the Two-Phase Design-Build Selection Procedures in accordance with Federal Acquisition Regulation (FAR) 36.3. This notice represents the solicitation of qualification statements as Phase 1 of the two-phase selection process.

b) All Offerors that meet the requirements of this announcement are invited to submit qualification statements that address the Phase 1 evaluation criteria denoted below. Up to three (3) of the most highly qualified design-build firms short-listed will be sent a Request for Proposal (RFP) which addresses the Phase 2 source selection process.

c) This is a total small business set aside Competition which will result in a firm-fixed priced Design-Build Contract.

d) The North American Industrial Classification Systems (NAICS) Code and the associated small business

Continued...

11. The contractor shall begin performance within 10 calendar days and complete it within 260 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** FAR 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 1 copies to perform the work required are due at the place specified in Item 8 by 1400 ***(hour)*** local time 08/13/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☒ 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 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

CODE FACILITY CODE

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

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

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

AMOUNTS ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

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

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

26. ADMINISTERED BY PDS

DOI, NPS, DSC Contracting Services
1 Denver Federal Center, Building 50
P.O. Box 25287
Denver CO 80225-0287

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

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

Joseph Halter

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	size standard are noted in FAR 52.204-8 in Section "K" of this solicitation. e) Estimated Price Range: As this is a Design-Build solicitation, the net available construction dollar shall be based on $1,400,000.00. f) A pre-proposal site visit will be conducted as part of the Phase II process. The date/time will be determined through a subsequent amendment for those firms determined the most highly qualified. g) Information and requirements stated in Section "B" through "J" and attachments. All provided design drawings are for informational purposes only h) Refer to Section "L" for proposal submittal requirements. i) Offerors shall submit proposals and questions, and acknowledgement of solicitation amendments as stated in Section "L" of this solicitation.				

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End of Section A

SECTION B – BID SCHEDULE

CONTRACT BID SCHEDULE

SOLICITATION NUMBER: 140P2026R0093
PARK - PMIS: CUVA 224822
PROJECT TITLE: Riverbank Stabilization

Offerors are required to submit, at a minimum, one (1) Firm-Fixed-Price (FFP) offer that conforms to the solicitation documents with pricing for Base line items and all option line items. Please complete Attachment 26 Contract Price Schedule Failure to do so may render the proposal unacceptable. On lump-sum line items, provide the total price only. For all unit-priced line items, provide the unit price and the extended total price. If no specific line item exists for a portion of the work, include the costs in a related item. In case of error in calculation of extended prices, the unit price governs. In case of summation error, the total corrected amounts govern. Round totals and extended prices to whole dollars. Refer to section "H" of this solicitation for additional information regarding contract options.

Contract Line Item Number (CLIN)	Contract Line Item (CLI) Title	Quantity	Unit of Measure	Unit Price	Total Price
1	Design	1	LS		
2	CUVA MM20 Construction	1	LS		
TOTAL PROPOSED PRICE - (Contract Line-Item Number 1 through 2 ----------					

*****SHALL BE SUBMITTED WITH PHASE II PROPOSALS**

End of Section B

SECTION C – SPECIFICATIONS / DRAWINGS

This project will stabilize the Cuyahoga Riverbank along Towpath Trail near MM 20. Stabilization will utilize natural rock rip rap and bioengineering techniques. This project also includes clearing the banks, placing rip rap, rebuilding banks, planting native vegetation to stabilize the soil, and remediation of the construction site and equipment access routes.

The eroded areas along the Towpath Trail are negatively impacting the park's most important trail, adversely affecting park visitors. Repair of the eroded riverbank areas, in turn, will have direct positive visitor impacts. An estimate 1.5 million visitors use the trail each year, it is a critical asset that visitors rely on for an enjoyable and safe trail experience. By reducing erosion of the riverbanks and providing increased riparian habitat, water quality and aquatic habitat will also improve.

The to be completed is being solicited as a design build construction contract which will consist of stabilization of the Cuyahoga Valley riverbank MM 20 Towpath Trail. Stabilization efforts will include utilization of natural rock riprap and bioengineering techniques. Project includes clearing the riverbanks, placing rip rap, rebuilding banks, planting native vegetation to stabilize the soil and remediation of the construction site and the equipment access routes as necessary.

The selected Offeror will provide the following services as part of this design build effort.

1.Review Schematic Design preferred alternative for site MM 22 which will be provided by the NPS.

2.Upon award, determine and provide an overall Project Schedule, including design and construction work and proposed meetings.

3.Submit DB Design Development and DB Construction documents for review and approval.

4.Construction of the project.

5.Provide as-constructed drawings.

The Contractor shall be responsible for providing professional design services unless this responsibility is expressly excluded from the Contract. In the performance of such work, the Contractor shall be responsible for retaining licensed design professionals, who shall sign and seal all drawings, calculations, specifications and other submittals that the licensed professional prepares. The Contractor shall be responsible for, and DSC shall be entitled to rely upon the adequacy and completeness of all professional design services provided under this contract.

The Contractor is responsible for coordinating all activities of subcontractors. This responsibility includes coordination of preparation of shop drawings produced by different subcontractors where their work interfaces or may potentially conflict or interfere, and the installation of such work; scheduling of work by subcontractors; and use of the Project site for staging and logistics.

If the Contractor performs any of the work prior to notifying and receiving direction from the Contracting Officer, the Contractor shall assume full responsibility for correction of such work, and any fees or penalties that may be assessed for non-compliance.

The Contractor shall immediately bring to the Contracting Officer's attention any hazardous materials or conditions not disclosed in the Contract Documents discovered by or made known to the Contractor during the performance of the contract.

The Contractor shall not proceed with work or procure products or materials described or shown in submittals until the Contracting Officer has indicated approval of the submittal. Any work or activity undertaken prior to approval shall be at the Contractor's risk; should the Contracting Officer subsequently determine that the work or activity does not comply with the Contract, the Contractor shall be responsible for all cost and time required to comply with the Contracting Officer's determination.

The Contracting Officer shall have the right to order the Contractor to cease execution of work for which submittals have not been approved. The Government shall not be liable for any cost or delay incurred by the Contractor attributable to the proper exercise of this right.

The contractor shall direct to the Contracting Officer's attention, in writing, all deviations or changes in resubmitted submittals. In the absence of such written notice, the Contracting Officer's approval of a resubmission shall not include or apply to such deviations or changes.

Specifications and drawings are attached and incorporated herein by reference. Refer to section J.

End of Section C

SECTION D – PACKAGING AND MARKING

Section Does Not Apply

End of Section D

SECTION E – INSPECTION AND ACCEPTANCE

52.246-4 INSPECTION OF SERVICES-FIXED-PRICE (AUG 1996)

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may-

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may-

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of clause)

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

The quality standards detailed on the Denver Service Center Workflow website:

https://www.nps.gov/dscw/index.htm .

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning work instructions, documentation control, and advanced metrology.

(End of clause)

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)

End of Section E

SECTION F – DELIVERIES OR PERFORMANCE

52.211-13 TIME EXTENSIONS (SEPT 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

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

(a)

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

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

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

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

(c)

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

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

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

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

(End of clause)

52.242-14 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)

End of Section F

SECTION G – CONTRACT ADMINISTRATION DATA

1452.201-70 AUTHORITIES AND DELEGATIONS (SEPT 2011)

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

1452.204-70 RELEASE OF CLAIMS—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)

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

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

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

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

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

5. Within 60-days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/.
   a. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.
   b. Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.
   c. All information provided should be reviewed for accuracy prior to submission.
   d. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.
   e. Your response is due within 60-calendar days after receipt of the CPAR. On day 15, the evaluation will become available in CPARS marked as “Pending” with or without comments and whether or not it has been closed.
   f. If you do not sign and submit the CPAR within 60-days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the Contractor on (date). The Contractor neither signed nor offered comment in response to this assessment."
6. The following guidelines apply concerning your use of the past performance evaluation:
   a. Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.
   b. Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
   c. Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
7. If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven (7)-days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.
8. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of notice)

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM SYSTEM (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) Construction Management Representative (CMR) a minimum of 5 working days prior to submittal of the formal Invoice through IPP. Within 5 working days of receipt, the CMR shall provide an acceptability recommendation to both the NPS Contracting Officer’s Representative (COR) and the Contractor. If the CMR

recommends acceptance, the Contractor shall submit a copy of the final version of the CMR's checklist and the Invoice Package to the NPS through IPP.

1. Completed copy of the CMR'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);
3. Completed copy of the Limitations on Subcontracting Report
4. Information required by contract clause 52.232-27, Prompt Payment for Construction Contracts;
5. A copy of the current construction schedule (refer to project specification section 013216); and
6. A copy of the current Schedule of Values. (refer to project specification section 013216).

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 Invoice Processing Platform - Contact Us (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)

End of Section G

SECTION H – SPECIAL CONTRACT REQUIREMENTS

SPECIAL REQUIREMENT: COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence work under this contract within **10** after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 260 Days.* The time stated for completion shall include final cleanup of the premises.

(End of Local Clause)

SPECIAL REQUIREMENT : KEY PERSONNEL

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

Architect/Engineering:

Structural Engineer
Water Engineer
Civil Engineer
Project Engineer

Construction:
Project Manager
Superintendent
Quality Control Manager
Safety Manager

(b)During the first 120 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 120-day period, the Contractor

shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

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

(End of clause)

SPECIAL REQUIREMENT : KEY TRADES

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

Other:_____
(b)The assignments above are permanent for the contract duration. The Contractor shall make no substitutions of the above listed Key Trade assignments unless the substitution is approved or directed by the Contracting Officer. The Contractor shall send requests for substitutions to the Contracting Officer a minimum of 15 calendar days prior to any substitution and provide the information required by paragraph (c) below.

(c)The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete qualification statements for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes shall have comparable qualifications to the firm being replaced. The Contracting Officer will approve or deny substitution requests within 15 calendar days after receipt of all required information. This clause will be modified to reflect any approved changes.

(End of clause) .

(End of Local Clause)

SPECIAL REQUIREMENT: PUBLICITY

(a)Except with the prior approval of the Contracting Officer, the consultant shall not release for publication any drawing, rendering, perspective, sketch, photograph, report, specification, cost estimate, or other material of any nature pertaining to the facilities for which services are performed under the terms of this contract.

(b)The provision of this article shall extend also to the release of any such material to any person not so authorized by the Contracting Officer.

(End of clause)

SPECIAL REQUIREMENT: ORGANIZATIONAL CONFLIECTS OF INTEREST

(a)Purpose. The purpose of this clause is to ensure that the contractor and its subcontractors:(1)Are not biased because of their financial, contractual, organizational, or other interests which relate to the work performed under this contract, and

(2)Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this contract.

(b)Scope. The restrictions described herein shall apply to performance or participation by the contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as “contractor”) in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(c)No contract for the construction of a project shall be awarded to the firm (including its subsidiaries or affiliates) that designed the project (except with the approval of the head of the agency or authorized representative).

(d)Warrant and Disclosure. The warrant and disclosure requirements of this paragraph apply with full force to both the contractor and all subcontractors. The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that the contractor has disclosed all relevant information regarding any actual or potential conflict. The contractor agrees it shall make an immediate and full disclosure, in writing, to the Contracting Officer of any facts that may cause a reasonably prudent person to question the contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

(e)Remedies. The Contracting Officer may terminate this contract for convenience, in whole or in part, if the Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the contract for default, suspend or debar the contractor from Government contracting, or pursue such other remedies as maybe permitted by law or this contract.

(f)Subcontracts. The contractor shall include a clause substantially similar to this clause, including paragraphs (f) and(g), in any subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold. The terms “contract,” “contractor,” and “Contracting Officer” shall be appropriately modified to preserve the Government's rights.

(End of Clause)

CONSTRUCTION CONTRACT ADMINISTRATION - FEDERAL ACQUISITION REGULATIONS 36.211(B).

FAR 36.211(b) requires agencies provide description of policies and procedures that apply to defeminization 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 Section H

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

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.

Federal Acquisition Regulation: https://www.acquisition.gov/far/

Department of the Interior Acquisition Regulation (CFR, Title 48, Chapter 14): http://www.ecfr.gov/cgi-bin/text-idx?SID=46fff09635987db3af784ea3c7efc2e0&mc=true&tpl=/ecfrbrowse/Title48/48cfrv5_02.tpl#1400

52.202-1 DEFINITIONS (JUN 2020)
52.203-3 GRATUITIES (APR 1984)
52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-8 CANCELLATION, RECESSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (DEVIATION APR 2026)
52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (DEVIATION APR 2026)
52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUB-CONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEVIATION MAY 2026)
52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION MAY 2026)
52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEVIATION MAY 2026)
52.215-2 AUDIT AND RECORDS-NEGOTIATIONS (JUN 2020)
52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (JUN 2020)
52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS (JUN 2020)
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION JAN 2026)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION JAN 2026)
52.222-3 CONVICT LABOR (DEVIATION MAY 2026)
52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS-OVERTIME COMPENSATION (DEVIATION MAY 2026)
52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (DEVIATION MAY 2026)
52.222-7 WITHHOLDING OF FUNDS (DEVIATION MAY 2026)
52.222-8 PAYROLLS AND BASIC RECORDS (DEVIATION MAY 2026)
52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (DEVIATION MAY 2026)
52.222-11 SUBCONTRACTS (LABOR STANDARDS) (DEVIATION MAY 2026)
52.222-12 CONTRACT TERMINATION - DEBARMENT (DEVIATION MAY 2026)
52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIRMENTS AND RELATED REGULATIONS (MAY 2014)
52.222-14 DISPUTES CONCERNING LABOR STANDARDS (DEVIATION MAY 2026)
52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)
52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION MAY 2026)
52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT EXCEEDING $15,000 (DEVIATION MAY 2026)
52.222-30 CONSTRUCTION WAGE RATE REQUIREMENTS – PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED (PRICING METHOD) (AUG 2018)
52.222-31 CONSTRUCTION WAGE RATE REQUIREMENTS – PRICE ADJUSTMENT (PERCENTAGE METHOD) (AUG 2018)
52.222-32 CONSTRUCTION WAGE RATE REQUIREMENTS – PRICE ADJUSTMENT (ACTUAL METHOD) (DEVIATION MAY 2026)
52.222-35 EQUAL OPPORTUNITY FOR VETERANS (DEVIATION MAY 2026)
52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION MAY 2026)
52.222-37 EMPLOYMENT REPORTS ON VETERANS (DEVIATION MAY 2026)
52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION MAY 2026)
52.222-50 COMBATING TRAFFICKING IN PERSONS (DEVIATION MAY 2026)
52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION MAY 2026)
52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION MAY 2026)
52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)
52.223-7 NOTICE OF RADIOACTIVE MATERIALS (DEVIATION MAY 2026)
52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2 PRIVACY ACT (APR 1984)
52.224-3 PRIVACY TRAINING (JAN 2017)
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
52.226-7 DRUG-FREE WORKPLACE (MAY 2024)
52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)
52.227-4 PATENT INDEMNITY—CONSTRUCTION CONTRACTS (DEC 2007)
52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)
52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-3 FEDERAL, STATE, AND LOCAL TAXES (DEVIATION SEP 2025)
52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)
52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-17 INTEREST (MAY 2014)
52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS CONTRACTORS (MAR 2023)
52.233-1 DISPUTES (MAY 2014) – ALTERNATE 1 (DEC 1991)
52.233-3 PROTEST AFTER AWARD (AUG 1996)
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)
52.242-13 BANKRUPTCY (JUL 1995)
52.243-4 CHANGES (DEVIATION SEP 2025)
52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION MAY 2026)
52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
52.248-3 VALUE ENGINEERING – CONSTRUCTION (OCT 2025)
52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012), ALT 1 (SEP 1996)
52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) ALTERNATE I (APR 1984)
52.253-1 COMPUTER GENERATED FORMS (DEVIATION MAY 2026)

52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

(a) *Definition*.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows: Downloadable hotline posters as well as instructions for obtaining a hard copy poster are available at *http://www.doioig.gov/hotline*.

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 and FAR 3.900 through 3.905.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.900 through 3.905.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.204-2 [RESERVED]

52.204-23 [RESERVED]

52.204-25 [RESERVED]

52.204-30 [RESERVED]

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION JAN 2026)

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

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

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

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

(c) Applicability. This clause applies only to—

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

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

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

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

(d) Independent Contractors. An independent Contractor shall be considered a Subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees to the following requirements in the performance of a contract assigned a North American Industry Classification System (NAICS) code applicable to this contract:

(1) Services (except construction). It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to Subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the Prime Contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(i) The following services may be excluded from the 50 percent limitation:

(A) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code (562910), cloud computing services, or mass media purchases.

(B) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local Contractor.

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026. DEVIATION (DEVIATION MAY 2026)

As prescribed in 22.1906, insert the following clause:

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

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*).

(1) *Worker—*

(i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and —

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(D) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(E) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

(i) A worker performs *on* a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs *in connection with* a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) *Executive Order minimum wage rate.*

(1) The Contractor must pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $15.00 per hour beginning January 30, 2022.

(2) The Contractor must adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on https://www.sam.gov (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable

published E.O. minimum wage is incorporated by reference into this contract.

(3)

(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs must include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors must consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer must not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and must not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers must be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor must pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor must not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor must pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor must follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the

contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a);

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b); and

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor must notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor must post notice, utilizing the poster provided by the Administrator, which can be obtained at *www.dol.gov/agencies/whd/government-contracts,* in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.*

(1) The Contractor must make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor must make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor must also make such records available upon request of the Contracting Officer.

(3) The Contractor must make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment must be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor must permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, must withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required

by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes must be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor must not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor must include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024) (DEVIATION FEB 2025)

As prescribed in 23.109(c)(2), insert the following clause:

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

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 4280.2).

USDA-designated product category means a generic grouping of products that are or can be made with biobased materials—

(1) That are listed by USDA in a procurement guideline and available at https://www.biopreferred.gov/resources/categories.html.

(2) For which USDA has provided purchasing recommendations (available at https://www.biopreferred.gov) or (7 CFR Part 4270).

(b) The Contractor shall report to https://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(c) Submit this report no later than—

(1) October 31 of each year during contract performance; and

(2) At the end of contract performance.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (DEVIATION MAY 2026)

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

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

Material (If none, insert *None*)	Identification No.
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

Alternate I (Deviation Date). As prescribed in 23.304(a)(2), add the following paragraph (i) to the basic clause:

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Safety Data Sheets (SDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the SDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit SDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the SDS's in or on each shipping container. If affixed to the outside of each container, the SDS must be placed in a weather resistant envelope.

52.223-10 [RESERVED]

52.223-11 OZONE-DEPLETING SUBSTANCES (DEVIATION MAY 2026)

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

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (http://www.epa.gov/snap/)

Hydrofluorocarbons means compounds that only contain hydrogen, fluorine, and carbon.

Ozone-depleting substance, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as–

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable)*_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at http://www.epa.gov/snap.

(End of clause)

52.223-23 SUSTAINABLE PRODUCTS (DEVIATION MAY 2026)

As prescribed in 23.109(c)(2), insert the following clause:

(a) Definitions. As used in this clause—
Sustainable product means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) Requirements. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—
(1) Delivered to the Government;
(2) Furnished for use by the Government;
(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(End of clause)

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 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) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code (562910),

(B) 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

(C) 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.

(i) 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.

(ii) 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).

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material			
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material			
Domestic construction material	_____	_____	_____
** Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued). List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.*			

(End of clause)

52.228-11 INDIVIDUAL SURETY - PLEDGE OF ASSETS (FEB 2021) (DEVIATION MAY 2023 SEE DOI-AAAP-0165, V02)

(a) The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond—

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2) Standard Form 28, Affidavit of Individual Surety **[, except that the words "being duly sworn, depose and say" on the Standard Form 28 are replaced with the word "affirm" and the Standard Form 28 is not required to be sworn and notarized in block 12].**

(b) The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—

(1) *Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 (40 U.S.C. 3131)*. Until completion of any warranty period, or for 1 year following final payment, whichever is later.

(2) *Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1))*. For the full contract performance period plus 1 year.

(3) *Other contracts not subject to the requirements of paragraph (b)(1) of this clause*. Until completion of any warranty period, or for 90-days following final payment, whichever is later.

(c) A surety's assets pledged in support of a payment bond may be released to a Subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the Subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—

(1) *Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 which require performance and payment bonds (40 U.S.C. 3131)*. For

1-year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.

(2) *Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1))*. For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90-days following final payment.

(d) The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020) (DEVIATION MAY 2023 SEE DOI-AAAP-0165, V02)

(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)

52.236-2 DIFFERING SITE CONDITIONS (DEVIATION JAN 2026)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of—

(1) Latent physical conditions or subsurface conditions at the site which differ materially from those indicated in this contract; or

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b)

(1) The Contracting Officer will investigate the site conditions promptly after receiving such a notice.

(2) If the conditions materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract an equitable adjustment must be made under this clause.

(c) No request for an equitable adjustment to the contract under this clause will be allowed, unless the Contractor has given the written notice required.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (DEVIATION JAN 2026)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including—

(1) Conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) The availability of labor, water, electric power, and roads;

(3) Uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) The conformation and conditions of the ground; and

(5) The character of equipment and facilities needed preliminary to and during work performance.

(b) The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any

understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. (End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (DEVIATION JAN 2026)

(a) (1) Equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract.
(2) References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

(3) The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery, mechanical, and other equipment to be incorporated into the work.

(1) When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment.

(2) When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work.

i. When requesting approval, the Contractor shall provide appropriate and required information concerning the material or articles.
ii. When directed to do so, the Contractor shall submit samples for approval at the Contractor’s expense, with shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval are installed or used at the risk of subsequent rejection.

(c) Work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (DEVIATION JAN 2026)

During performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (DEVIATION JAN 2026)

(a) The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work.

(b) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence.

(c) The Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (DEVIATION JAN 2026)

(a) The Government may award other contracts for work at or near the site of the work under this contract. The Contractor shall cooperate and coordinate with—

(1) Other contractors; and

(2) Government employees.

(b) The Contractor shall adapt scheduling and performance of the work under this contract to accommodate the performance of other contractors. The Contractor's scheduling and performance shall not delay or interfere with the performance of work by other contractors or Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (DEVIATION JAN 2026)

(a) The Contractor shall preserve and protect structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed, and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so. If any limbs or branches of trees are broken during contract performance, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage and, in the event of damage resulting from non-compliance with this contract or failure to exercise reasonable care in performing the work, shall promptly repair existing improvements and utilities at or near the work site, on adjacent property of a third party, and on or near transportation paths and routes. The Contractor shall repair any damage, including those that are the property of a third party.

(c) If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (DEVIATION JAN 2026)

(a) The Contractor shall confine all activities and operations on site to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) (1) Temporary buildings (e.g., storage sheds, shops, offices) and utilities—

i. May be erected by the Contractor only with the approval of the Contracting Officer; and

ii. Shall only be built with labor and materials furnished by the Contractor without additional expense to the Government.

(2) The temporary buildings and utilities are the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.

(3) The temporary buildings and utilities may be abandoned and need not be removed, with written consent of the Contracting Officer.

The Contractor shall, as prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. (End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (DEVIATION JAN 2026)

(a) The Government has the right to take possession of or use any completed or partially completed part of the work.

(1) Before taking possession of or using any work, the Contracting Officer will furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use.

(2) Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract.

(3) The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b)

(1) While the Government has such possession or use, the Contractor is relieved of the responsibility for the loss of or damage to the work resulting from the Government’s possession or use, notwithstanding the terms of the clause in this contract entitled “Permits and Responsibilities”.

If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly. (End of clause)

52.236-12 CLEANING UP (DEVIATION JAN 2026)

(a) The Contractor shall keep the work area, including storage areas, in a clean, neat, orderly condition, and free from accumulations of waste materials.

(b) Before completing the work, the Contractor shall remove from the site any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government.

(End of clause)

52.236-13 ACCIDENT PREVENTION (DEVIATION JAN 2026)

(a) The Contractor shall provide and maintain work environments and procedures which will—

(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) Avoid interruptions of Government operations and delays in project completion dates; and

(3) Control costs in the performance of this contract.

(b) In addition, for contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall——

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910 ; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d)
(1) If the Contracting Officer becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer will notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action.
(2) This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required.
(3) After receiving the notice, the Contractor shall immediately take corrective action.
(4) If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop-work order issued under this clause. (End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (DEVIATION JAN 2026)

(a) The Contractor shall keep at the site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto.

(b) Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

(1) In case of difference between drawings and specifications, the specifications shall govern.

(2) In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing.

(3) Any adjustment by the Contractor without such a determination shall be at its own risk and expense.

(c) The Contracting Officer will furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(d) (1) Words, such as, “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import when used, in the specifications or on the drawings are intended to mean the “direction”, “requirement”, “order”, “designation”, or “prescription”, of the Contracting Officer.
(2) Words, such as, “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by”, or ‘acceptable to”, or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.

(e) Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place”, that is “furnished and installed”.

(f) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of

materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(g) (1) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review.
(2) Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission.

(h) The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor.

(1) Any work done before such approval shall be at the Contractor's risk.

(2) Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with paragraph (i) of this clause.

(i) (1) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission.
(2) If the Contracting Officer approves any such variation, the Contracting Officer will issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor

(End of clause)

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): https://www.acquisition.gov/content/regulations. For clauses incorporated by reference with “DEVIATION” use the FAR Overhaul section of the website.

(End of clause)

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

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

(b) The use in this solicitation or contract of any Department of 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)

1452.203-70 RESTRICTIONS ON ENDORSEMENTS (JUL 1996)

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

(End of clause)

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

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

(End of clause)

1452.228-70 LIABILITY INSURANCE. (JUL 1996)

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

$100,000 each person*

$500,000 each occurrence*

$1,000,000 property damage*

Architect-Engineer

$200,000 each person

$500,000 each occurrence

$20,000 property damage

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

*These amounts to be set by the Contracting Officer

(End of clause)

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

SECTION J – LIST OF ATTACHMENTS

Attachment Number	Title	Date	No. of Pages
1	01.1_2021_CUVA224822_Riverbank_Stab_BODR_Combined	10/8/2021	571
1.2	01.2_2023_CUVA224822_MM20_BODR_Combined_Redacted1	Aug-23	188
2	02 CUVA 224822 App SD Prefer Alt Drawings-MM20-1	Dec-21	7
3	03 NPS Sustainability Checklist-1	N/A	12
3.1	03.1 NPS Sustainability Checklist-1 Filliable	N/A	12
4	04 Constructability Checklist-1	N/A	3
5	05 Division 01 Specifications_Redacted	May-26	146
6	06 Division 02 Specifications_Redacted2	May-21	106
7	07 2021_CUVA 224822 Survey - MM20-1	May-21	2
8	08 CUVA Access and Staging Maps 2	N/A	2
9	09 CUVA 224822 Permit Submittal List	N/A	5
10	10 NPS Clean Fill Protocol-1	N/A	4
11	11 CUVA 224822 Closeout OM Requirements-1	N/A	1
12	12 CUVA 224822 SubmittalList_RevEst-1	N/A	6
13	13_PEPC_116064_CE_2023_05_22-1	5/22/2023	7
14	14_CUVA224822_MM20_DD_Plan_Set-1	N/A	18
15	15_2021_CUVA_MM20_Riverbank_Stab_PermittingAssessment_Form	N/A	6
16	16 CUVA WRD-Letter_MM20_SOF_memo_Aug2024	Aug-24	2
17	17 WSOF_MM20_2024-08-19	8/19/2024	66
18	18 LmtOnSubconRpt	7/25/2019	1
19	19 PastPerf	N/A	2
20	20 Project Experience Questionnaire	N/A	1
21	21 Bid Bond	8/31/2025	2
22	22 General References	N/A	2
23	23 Construction Contract Administration	N/A	1
24	24 Q&A Tracker	N/A	1
25	25 ContractPriceSchedule	N/A	1
26	26 MM20 POR	3/2/2026	10
27	27 CUVA 224822 Riverbank Stabilization DB-RFP	N/A	42
28	28 Wage Determination OH20260001	5/20/2026	40

End of Section J

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

SIGNATURE EXTENSION

If the Offeror is a partnership or a joint venture, all partners or joint venture representatives are required to sign as Contractors. Signatures shall be provided below:

Name:_____ Name:_____

Title: _____ Title: _____

PROVISIONS 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.

52.201-1 ACQUISITION 360: VOLUNTARY SURVEY (SEP 2023)

(a) All actual and potential offerors are encouraged to provide feedback on the pre-award 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 pre-award and debriefing processes, as applicable, used for a specific acquisition.

52.204-8 [RESERVED]

52.204-24 [RESERVED]

52.204-26 [RESERVED]

52.204-29 [RESERVED]

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
Federal contracts and grants with total value greater than $10,000,000 means—

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2025)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed $7 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has ☐ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not ☐ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not ☐, more than 90-days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of Provision)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (DEVIATION MAY 2026)

(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 athttps://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 such activity might have occurred, 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).

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 the Government later determines 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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (DEVIATION JAN 2026)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern—

(1)Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2)Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.
(2) The small business size standard is $39.5M

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

i. Is set aside for small business and has a value above the simplified acquisition threshold;

ii. Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

iii. Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations.

(1) The offeror represents as part of its offer that—
(i) it □ is, □ is not a small business concern; or

(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is, □ is not a women-owned small disadvantage business concern.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(5) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror is certified as a SDVOSB concern]. The offeror represents as part of its offer that it □ is, □ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.]

(6) HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that it □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

52.223-1 BIOBASED PRODUCT CERTIFICATION MAY 2024 (DEVIATION MAY 2026)

As prescribed in 23.108(c)(1), insert the following provision: As required by the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8101(4)) and the Energy Policy Act of 2005 (7 U.S.C. 8102(a)(2)(F)), the Offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture at https://www.biopreferred.gov/resources/categories.html to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the Offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements. (End of Provision)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if–

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

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

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

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

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

(1) It ☐ is, ☐ is not a foreign person; and

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

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

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

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

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

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

facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of Provision)

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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.

Federal Acquisition Regulation: https://www.acquisition.gov/far/
Department of the Interior Acquisition Regulation (CFR, Title 48, Chapter 14): http://www.ecfr.gov/cgi-bin/text-idx?SID=46fff09635987db3af784ea3c7efc2e0&mc=true&tpl=/ecfrbrowse/Title48/48cfrv5_02.tpl#1400 For provisions incorporated by reference with "DEVIATION" use the FAR Overhaul section of the website.

See FAR 52.252-1 for an internet address (if specified) for electronic access to a clause's full text.

52.204-7 SYSTEM FOR AWARD MANAGEMENT (DEVIATION APR 2026)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (NOV 2021)

52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (DEVIATION MAY 2026)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

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

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

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

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered

price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of Provision)

52.228-1 BID GUARANTEE (SEP 1996)

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

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

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

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

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

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

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

(End of Provision)

52.228-17 INDIVIDUAL SURETY – PLEDGE OF ASSETS (BID GUARANTEE) (FEB 2021)

(a) Offeror shall obtain from each person acting as an individual surety on a big guarantee-

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) The Offeror shall include with its offer the information required at paragraph (a) of this provision within the timeframe specified in the provision at FAR 52.228-1, Bid Guarantee, or as otherwise established by the Contracting Officer.

(c) The Contracting Officer may release the security interest on the individual surety's assets in support of a bid guarantee based upon evidence that the offer supported by the individual surety will not result in contract award.

(End of Provision)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (JUL 2013)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management.

(1) The solicitation number (or other procurement identification number).

(2) The offeror’s name and remittance address, as stated in the offer.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror’s official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the offeror’s financial agent.

(5) The offeror’s account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror’s financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror’s financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of Provision)

52.233-2 SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR (JUL 1996) (DEVIATION)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 12795 West Alameda Parkway, Lakewood, CO 80228.

(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)

52.252-1 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): https://www.acquisition.gov/content/regulations

(End of Provision)

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)

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

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) “Trade Secret” means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) “Confidential commercial or financial information” means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers “commercial and financial information obtained from a person and privileged or confidential,” and exemption (9), which covers “geological and geophysical information, including maps, concerning wells.”

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

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

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

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

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

(b) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the Offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The Offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the Offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the Offeror will be notified of this determination prior to disclosure of the information.

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

(End of Provision)

SPECIAL INSRTUCTION: SITE VISIT

(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—

TBD – Will be issued as part of Phase II.

(c) Participants will meet at— TBD

INSTRUCTIONS FOR THE SUBMISSION OF OFFERS AND OTHER INFORMATION – COMPETITIVE SOURCE SELECTION – TWO PHASE PROCESS

A. GENERAL

1. Information to offerors (ITO) and Instructions for Proposal Preparation: The Government has no obligation to reimburse an offeror for any proposal costs. The following instructions cover the preparation and submittal of the offeror’s proposal for this solicitation. The offeror’s proposal must include all data and information as requested by this Solicitation and must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated in the Solicitation and all attachments in Section J. Nonconformance with the instructions provided in this information to offerors may result in an unfavorable proposal evaluation. The response shall consist of two (2) volumes: Phase I Volume I – Technical, Past Performance and required documentation, and Phase II, Volume I – Technical and Volume II – Business and Price Documentation. By submission of an offer, the Offeror unconditionally assents to the terms and conditions in this solicitation and in any solicitation attachments. Proposals offering any alternative

stipulations to the requirements of this solicitation will not be considered or accepted. The listed parts and subparts must be submitted via email, no other form of proposal documents will be accepted by this Contracting Office. Failure to meet this requirement may result in an offer being determined non-responsive.

2. Proposals shall comply with the format, content, and submission instructions contained in this solicitation. Offerors should carefully review this section and its relationship to section "M" prior to commencing proposal preparation.

3. Process: The Government shall conduct the source selection process in accordance with FAR 36.303 and the Two-Phase Design-Build selection procedures. One solicitation will be issued covering BOTH phases with an amendment to the solicitation being issued at the conclusion of phase I to the successful offerors who are selected to proceed to phase II solicitation.

   a) Phase I: The Government will evaluate phase I proposals against the phase I evaluation criteria as set forth in this solicitation in order to determine the most highly qualified offerors in accordance with FAR 36.3. Anticipated maximum of up to three (3) offerors shall be selected to move forward to receive the Phase II solicitation.

   b) Phase II: The Government will notify the selected phase II offerors and request submission of phase II proposal that addresses the phase II evaluation criteria. The Government will only accept proposals from invitation only offerors for Phase II of this procurement.

B. QUESTIONS

Pre-proposal questions shall be submitted a minimum of 10 days prior to the due date and time for proposals. Submit questions only though email using **attachment 25** to both of the following:

Contracting Officer, Joseph Halter, joseph_halter@ios.doi.gov

Contract Specialist, Brian Baugh, brian_baugh@contractor.nps.gov

C. OFFER DUE DATE AND LOCATION

To be considered for award, proposals must be received no later than the date and time noted in Block 13.a of the SF 1442 contained in this solicitation. Offerors are responsible for confirming their proposals are received by the due date and time.

D. SUBMISSION REQUIREMENTS

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

2. Proposals shall be sent to all of the following:

   a. Contracting Officer, Contracting Officer, Joseph Halter, joseph_halter@ios.doi.gov

   b. Contract Specialist, Brian Baugh, brian_baugh@contractor.nps.gov

   c. CS_DSC_Proposal_Submission@nps.gov

3. Title subject line for all proposal submissions shall contain the solicitation number, Park-PMIS, and number of total emails, per the following example:

   Subject: 140P2026R0093, CUVA 224822, email x of x

4. Submit proposal in separate volumes. Submit Phase I proposal as PHASE I - VOLUME I and, if selected, submit Phase II as PHASE II -VOLUME I and PHASE II – VOLUME II. Both are required to be submitted in the FORMATS specified, containing CONTENTS required. Each volume shall be submitted in separate email attachments. Submit only Phase I requirements. Phase II will be by invitation only at a later date.

5. Size limitations:

   a. Individual email attachments shall be no larger than 38 MB.

b. Each email shall be no larger than 100 MB.

6. Offerors shall verify receipt of proposals.

E. PHASE I, VOLUME I, TECHNICAL PROPOSAL – FORMAT, ORGANIZATION, CONTENTS

1. FORMAT: Submit (1) one electronic copy. No hard copies shall be submitted.

   If the Offeror is a joint venture, the joint venturer's name, address, a signature of the official that can bind the firm and a telephone number shall appear in the lower left corner of the title page of any document/volume to be evaluated. All members of the joint venture shall sign the SF 1442 and the bid bond unless a written agreement by the joint venture is furnished with the proposal designating one firm with the authority to bind the other member(s) of the joint venture. In addition, a copy of the joint venture agreement shall be submitted with the proposal. The Offeror shall ensure that it complies with the applicable requirements of 13 CFR Part 124 and 13 CFR Part 126, respectively.

2. ORGANIZATION: Include folders and files for electronic formats named as follows:

   SF1442, block 19 and block 20 – Amendment Acknowledgment only and signature. DO NOT include price.

   FACTOR 1 – TECHNICAL APPROACH TO DESIGN-BUILD

   FACTOR 2 – TECHNICAL QUALIFICATIONS AND SPECIALIZED EXPERIENCE

   FACTOR 3 – PAST PERFORMANCE (including the A-E and Construction members)

3. CONTENTS:
   SF1442, block 19 and block 20 – Amendment Acknowledgment only and signature. DO NOT include price.

   FACTOR 1 – TECHNICAL APPROACH

   This factor considers the Offeror's approach to establishing a design build team that will proactively and collaboratively work together to satisfy the Government's objectives, including a holistic approach (incorporating expertise in many areas, including but not limited to engineering, sustainability, and construction) that delivers value by producing high-quality, high-performance facilities/structures on budget and on time. These projects are to demonstrate the value of integrated design that balances aesthetics, cost, functionality, constructability, and reliability.

   Each Offeror must submit a written narrative (not to exceed six (6) pages) concerning its approach to the DB process. An Offeror may allocate the six (6) pages in any manner it chooses. The written narrative must include the following:

   Philosophy and Design Intent: Describe your philosophy and design intent as related to the project that is described in the solicitation. Such a discussion may include such topics as the parameters of an overall design philosophy; the Offeror's approach to the challenge of engineering and related issues; parameters that may apply to THIS SPECIFIC PROJECT; and commitment to integrated and sustainable design. The Offeror's philosophy and design intent should be characterized by clarity, standard grammar, and the absence of clichés or jargon. The Government expects clear, thoughtful phrases that demonstrate the ability of the team to communicate ideas.

   Management Process: Describe your overall management approach to DB including such topics as the lines and methods of communication; decision making; interaction with consultants; the means to integrate client and community input; the physical location of major design and production work; work to be produced in remote offices; the role of specialty contractors; capacity of team to accomplish this design build project in the timeframe identified in the period of performance; managing quality and managing cost.

   FACTOR 2 – TECHNICAL QUALIFICATIONS AND SPECIALIZED EXPERIENCE

   This evaluation factor considers the extent of the past experience of the General Contractor (GC) and AE members of the Offeror's design build (DB) team. For purposes of this evaluation factor, the term AE is defined as an individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the profession of architecture and engineering that will have responsibility for developing

detailed design and construction documents. The Offeror's design entity is required to have professional architects and engineers registered in the appropriate technical disciplines and "Requirements for Registration of Designers" (FAR 52.236-25) must be met. All designs must be under the direct supervision of appropriately licensed professionals for each discipline involved. Offeror's will be disqualified in Phase II if they substantively change their design team presented in Phase 1.

Each Offeror shall complete and provide documentation sufficient to demonstrate the extent of the Offeror's past experience for at least three (3) but no more than five (5) projects of similar size, scope, and complexity (as further defined in this evaluation factor). Of this group of similar projects, the GC must have served as the prime contractor of at least one project and the AE must have had responsibility for developing the detailed design and construction documents for at least one project. Please indicate where the AE and GC have worked on the same project(s).

Offeror may identify state and local government and provide projects that are similar to the Government's requirements. If the Offeror is a joint venture, limited liability corporation or integrated design-build firm provide experience information for design and construction, demonstrating the experience of each proposed design and construction entity as is relevant to their proposed role on this project.

At a minimum, resumes for the following personnel will be required:

• Civil Engineer

• Project Manager

• Superintendent

• Quality Control Manager

• Safety Manager

Submit projects that are currently well underway (designed and at least 50% construction progress completed) or completed and turned over no longer than five (5) years preceding the date of this solicitation. If any firm has multiple functions or divisions, limit the project examples to those performed by the division or unit submitting the offer or by the team member. Design firms may list prime contractors they have worked for or government, private or commercial customers. The Offeror shall select the design firm(s). If projects were design-build, so identify them. Both the prime contractor and the design firm(s) shall each submit no more than five (5) projects.

Projects will be considered similar to this procurement if they are similar in complexity, in type, scope or magnitude. The projects submitted should include the following criteria. Projects do not have to include all of the criteria; however, this will be evaluated more favorably.

• Design and Construction of Riverbank or Earthwork Stabilization, stone riprap installation, live stake and brush mattress installation, geotechnical study, hydrology data application and hydraulic analyses.

• Typical project size should reflect various square footage and site acreage.

• Additionally, projects should reflect similar features in terms of size and complexity.

The Offer may provide a supplemental narrative (not project lists) not to exceed two pages, explaining how any corporate experience that is not directly related to the specific projects above is applicable to this project and how the Government will benefit.

The Offeror should explain any previous teaming arrangement between the current team members, if not described in the project list. Describe team members' experience, if not included on the project list. Offeror may describe design-build experience on other types of projects. The above information is limited to projects that are well underway or that have been completed and turned over no longer than the past five (5) years preceding the date of this solicitation.

Offeror shall also demonstrate experience to include acquiring permits from local, state and federal agencies

FACTOR 3: PAST PERFORMANCE

Submit Past Performance information for the same projects submitted under FACTOR 1 using the attached Past Performance Questionnaire. Information may be regarding the offeror's firm and/or its proposed subcontractors performing key trades and other construction activities. Subcontractor's past performance will only be considered if it correlates to the work the subcontractor will be performing on this requirement. If available, offerors may submit completed evaluations from the Contract Performance Assessment Reporting System (CPARS) in lieu of the Past Performance Questionnaire.

Notice to Contractor

Information provided in the past performance questionnaire is intended for use as source selection information and as such is deemed Source Selection Sensitive. Statements or comments provided in the questionnaire do not signify an express or implied endorsement of any product, supply, service, or enterprise.

This information shall not be construed as an endorsement by the Government or its employee(s) of the contractor for advertising purposes or in a manner that implies the contractor, its products, or services, are approved, endorsed, or considered by the Government to be superior to other products or services.

The contractor shall not be permitted to use any information provided in this questionnaire to publicize, or otherwise circulate, promotional materials that state or imply Governmental, organizational, group, expert, or individual endorsement or consumer testimonial of a product, service, or position which the contractor represents.

Submittal process for the Past Performance Questionnaire is as follows:

Complete Sections I and II only of the attached Past Performance Questionnaire and forward to your client reference. The reference shall be someone who was substantially involved with the project and can provide a complete, objective assessment of your performance. Direct them to complete and submit the survey to the address and point of contact in paragraph B above by the due date and time for proposal receipt.

Submit copies of the questionnaire that you forwarded to your references with their point of contact information in this proposal, Volume I.

Submit a narrative disclosing any instances of past performance that may be considered less than fully satisfactory. Describe pertinent facts, circumstances and any remedial action taken or to be taken to correct the deficiency. Failure to disclose such instances could result in an unfavorable assessment of the offeror's past performance record.

Submit proof of bonding capacity with a minimum of $1.5 million for a single project. Proof of bonding capacity is a go/no-go factor under Phase 1.

The Government may contact and interview the points of contact and reserves the right to interview other individuals acting for the listed reference if the listed reference is not available. The Offeror or the design firm may briefly provide information on problems encountered or identified projects and any correction action taken. The Government reserves the right to limit the number of references it ultimately contacts and to contact references or use sources other than those provided by the offeror to obtain information related to past performance. Other sources include, but are not limited to, the Past Performance Information Retrieval System; Federal, State, or local governmental agencies; and private sector businesses. Exchanges between the Government and the offeror may occur to clarify the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond.

End of Phase I

PHASE 2: The offer shall consist of two separate e-mail files: Phase 2, Volume I – Technical Proposal and Phase 2,

Volume II – Business Proposal. Required contents of each volume are detailed below:

Phase 2, Volume 1 – Technical Proposal Requirements Factors 1-4 are listed in descending order of importance and are of equal importance to each other. All the technical factors (Factors 1 – 4) when combined are approximately equal to Factor 5 – Price.

2. ORGANIZATION: Include folders and files for electronic formats named as follows:

FACTOR 1 – TECHNICAL APPROACH

FACTOR 2 – MANAGEMENT APPROACH

FACTOR 3 – SCHEDULE

FACTOR 4 – KEY PERSONNEL

FACTOR 5 – PRICE

3. CONTENTS:

FACTOR 1 – TECHNICAL APPROACH

The technical approach is meant to present your design concept and your means and methods to complete the technical aspect of required work in this solicitation. Submit a written narrative limited to Five (5) pages describing your technical and design concept approach to the specific aspects below. Additional pages will not be evaluated. Pictures, sketches, drawings, schematics and diagrams can be included and will not count towards the page limitation. There is no preprinted form for this submittal.

Provide a narrative to describe the basic design intent of all structures, systems, equipment, and materials, and include supporting conceptual drawings, diagrams, and sketches. Use technical drawings (plans, profiles, sections, elevations) to clearly illustrate the key components of the design. The Offeror must identify each government objective described in the Statement of Objectives and describe how the design concept attains / achieves that objective.

Submit a general management approach narrative for maintaining and managing preparation of construction documents, project safety, quality control and coordination, cost management, and schedule management through design and construction. Address how these general management procedures will be applied specifically to the scope, location, and schedule of this project.

Provide an organizational chart and narrative that demonstrates the roles and responsibilities of the proposed prime contractor and all key subcontractors including the design team. Describe how the subcontractors will be managed and coordinated. Describe the approach to manage and maintain the contract’s schedule, cost, and scope. Describe how safety requirements will be incorporated into all activities. Describe how the quality control requirements will be performed during design and construction to ensure the Government receives a quality project.

FACTOR 2 – MANAGEMENT APPROACH: Management Approach is organizational structure and business processes to manage, control, and oversee your firm's operations and the project. Offeror shall submit a written narrative limited to four (4) pages describing your management approach for the specific elements below. Additional pages will not be evaluated. Pictures may be included and will count towards the page limitation. There is no preprinted form for this submittal.

The narrative shall provide information to describe the Offeror’s approach for the following:

Collaborative Approach for Design-Build: Describe interactions within the team and with the National Park Service during the design. Discuss how the configuration management system will track and control design evolution and changes during design for quality control and to facilitate quicker Government reviews. Describe the role of the construction team members during design. Describe any modeling

systems to be used on the project and how the teams intend to develop and use the model. Describe the role and interaction of the team with the construction team during construction, addressing, as a minimum, maintaining configuration management of the design during construction, including control and approval of revisions to the accepted design; requests for information; shop drawings and submittal reviews and approvals; progress meetings; site visits, if any; contract completion; as-built and completion documentation.

Planning and Scheduling: Provide information on your team's project scheduling capabilities for design and construction. Identify the system you will utilize and how your team will implement the schedule to manage design and construction. Discuss internal procedures for handling delays to minimize "schedule creep". The Offeror will need to develop and provide a summary schedule.

Quality Control: Provide information on your team's capabilities to ensure quality control. Describe your quality control approach, corporate systems, and capabilities to maintain quality control of the design and construction. Provide specific information on how you will manage design quality control, track design evolution and changes during design to meet the schedule and to facilitate quicker Government reviews. Provide information on how you will handle internal and external requests for information, shop drawings, submittal reviews, progress meetings, site visits, contract completion, closeout, as-built and completion documentation. After contract award, the Offeror will be required to submit their Quality Control Plan for Government approval.

Risk Analysis: Offeror shall submit a risk analysis identifying critical issues, potential problems, and/or areas of concern for project time or cost impacts and your technical solutions to mitigate and resolve them. Include strategies to manage project risks such as weather, long lead times, working around unforeseen site conditions and work force availability.

Natural/Cultural/Historic Protection & Preservation Plan: Offeror shall describe your technical approach to protection and preservation of natural/cultural/historic resources within National Parks as required in the solicitation, including but not limited to, requirements within the specifications.

Coordination: Describe your management approach for regulatory processing in coordination with the project owner (National Park Service), and other (State, City, Local) regulatory agencies (i.e., USACE), working with local labor trades, and addressing unique challenges of this environment.

FACTOR 3 – SCHEDULE: Offeror shall submit your proposed design and 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 format; for evaluation purposes only assume a Notice to Proceed dates for design as 09/30/26 and construction as 05/18/2027 (Substantial completion approximately 60-working days after construction Notice to Proceed), showing:

• Your approach to design, submittal review with DSC and the park;

• Your approach to design, submittal review, permitting and coordinating with regulatory approvals; Your approach to concurrent or separate repairs/construction at the campground, roadways and utilities; specific activities required for this project;

• A clear critical path with major milestones and applicable predecessor activities; coordination with adjacent construction projects (e.g., dependencies, relationships, conflicts);

• And any other information to demonstrate your understanding of the project and ability to complete the work on-schedule and even accelerate all or portion of the project.

Submit a written narrative limited to two (2) pages. In your accompanying narrative, explain schedule logic, critical path activities, and key considerations and constraints, considering the following: Handling “changed conditions;” weather conditions in river/stream environments, seasonal work in Ohio, and coordinating with the park. There is no preprinted form for this submittal.

FACTOR 4 – KEY PERSONNEL: The Offeror shall submit resumes for key personnel. All personnel proposed are subject to substitution limitations and requirements contained in this solicitation. There is no preprinted form for this submittal. At a minimum, resumes for the following personnel will be included:

Architecture/Engineering:

Civil Engineer

Construction:

Project Manager

Superintendent

Quality Control Manager

Safety Manager

Two (2) personal references should be provided for each of the Key Personnel. The Government may contact the references to determine the relevance and quality of the key personnel’s project experience. Key personnel should have at least ten (10) years of relevant experience.

Provide a consolidated list of key personnel with name, position title and description of project responsibility for each. Indicate whether each individual has had a significant role in any of the cited project examples. If re-assignment of personnel is considered possible, provide alternate professionals in each assignment. Include key designers, whether employed by the prime or by a design subcontractor. Permit preparers must be professional registered in the state the project is located. All designers of record must be registered in accordance with contract clause 52.236-25 Requirements for Registration of Designers. Offeror shall provide unequivocal letters of commitment from all proposed key personnel not currently employed by the team members. Use the form letter (Attachment 2) at the end of this section.

Offeror shall list names of design firms, their resources and how their resources will be utilized, their roles and responsibilities and any contractual arrangements that have been established. Clearly describe any teaming or joint venture arrangements, including a clear description of each firm’s roles and responsibilities on the project. A copy of the team or joint venture agreement(s) may be appended to the plan (not included in the page limitation). Include a simple organizational chart, illustrating the organization, including the proposed quality control group(s). Present a matrix of responsibilities for each firm in executing the key work breakdown structure activities of the project, including design and construction activities for each major feature (geotechnical design, hydrology data application and hydraulic analyses, site design, site work, riprap stabilization, landscape planting, soil erosion control, any other major activities). Identify the design firm(s) chosen for the project, if not to be self-performed. Identify the specific firms chosen as key subcontractors. The Offeror shall document unequivocal teaming arrangements with its design firms(s) and key subcontractors. Describe the proposed management structure for the team, describing how the design and construction process will be managed and the authorities and delegations of authority within the team. Include a key personnel organizational chart that clearly depicts the key positions and the names of the personnel, their firm affiliations and their job locations, their job/position title within the organization. The key personnel organization chart shall be consistent with the corporate organization chart, with the matrix of responsibilities assigned to the D-B team firms and with the list of key personnel to be provided under the Key Personnel Factor.

End of Phase 2, Volume 1 – Technical Proposal Requirements.

SECTION M – EVALUATION FACTORS FOR AWARD

Basis for Award

The Government will conduct a source selection using the Two-Phase Design Build Selection Procedures noted in Federal Acquisition Regulation (FAR) Part 36.3 (Phase 1) and FAR Part 15 (Phase 2).

The Contracting Officer will award a firm fixed price contract to the responsible Offeror whose proposal the Source Selection Authority has determined conforms to the solicitation, is fair and reasonable, and offers the best overall value to the Government, considering all non-price factors described herein, and price. All evaluation factors, other than price, when combined are considered equal to price; however, the Contract award shall not exceed the cost limitation described on the SF-1442 above. The intent of this solicitation is to obtain the best proposal within the cost limitation. There is no obligation to approach or match the cost limitation in the offer. After the Government individually evaluates and rates each proposal, the Contracting Officer/Source Selection Authority will compare proposals to determined which proposal represents the best value. The Government reserves the right to accept other than the lowest priced offer or to reject all offers. The Government will not award a contract to an Offeror whose proposal contains a deficiency, as defined in FAR 15.001. If there is a lower priced, conforming offer(s), the Contracting Officer/Source Selection Authority must determine that the added value of a more expensive proposal (within the cost limitation) would justify award to that Offeror. As part of the evaluation, the Government will evaluate enhancements in proposals relative to the minimum standards in the RFP to determine if they offer additional value to the Government. In addition, innovations in proposals will be evaluated to determine if creative ideas of the Offeror are a better value to the Government compared to the minimum criteria.

Additionally, pursuant to FAR 52.215-1(f), Contract Award, contained herein:

•The Government may reject any or all proposals if such action is in the Government’s interest.

•The Government may waive informalities and minor irregularities in proposals received.

•The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror’s initial proposal in Phase 1 and Phase 2 should contain the Offeror’s best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the CO later determines them to be necessary.

EVALUATION PROCESS OVERVIEW

In each Phase, all proposal evaluations will be conducted in strict confidence. The number and identities of Offerors and proposal contents will be revealed only to individuals involved in the evaluation process. No information will be revealed to other Offerors. The evaluation process is as follows:

Phase 1

•All qualified offerors were invited to submit Phase 1 proposals consistent with the “Instructions to Offerors” provision of this solicitation.

•Upon receipt of Phase 1 proposals, the Government will evaluate those proposals against the Phase 1evaluation criteria stated to determine the most highly qualified offerors. A maximum of three (3) offerors will be selected to move forward to Phase 2.

Phase 2:

•The Government request Phase 2 offerors submit a proposal that addresses the Phase 2 evaluation criteria. Phase 2 proposals shall be submitted in two volumes. Volume 1 shall address only the Phase 2 non-price evaluation factors. Volume 2 shall include offerors' price proposal.

•The Government will evaluate the Phase 2 Volume 1 proposals. After rating proposals against the Phase2 evaluation factors, the Government will review offerors' price proposals and perform the trade-off process as defined by FAR Part 15. It is the Government's intention to award a single fixed price contract to the offeror whose Phase 2 proposal provides the best value to the Government.

•A Technical Evaluation Panel (TEP) comprised of Government personnel will conduct a technical evaluation of proposals. The TEP will review, evaluate, assess risk, and rate all acceptable proposals against the technical factors contained in this solicitation. The TEP will perform a tradeoff analysis of Volume 1 non-price factors and review offeror's price proposals using the Best Value Continuum Tradeoff Process defined at FAR Part 15.1. comparing each proposal's technical advantages, disadvantages, strengths, weaknesses, risks and benefits to its proposed pricing. The TEP will make an award recommendation to the CO/SSA.

•Selection: The CO/SSA will select the proposal that provides the overall best value to the Government, considering all evaluation factors for award. The Government may elect to accept other than the lowest. The Government may elect to accept other than the lowest priced proposal when the perceived benefits of a higher priced proposal merit the price differential.

Phase 1 Evaluation Criteria:

Factor 1: Technical Approach (Team Leadership Qualifications/Experience of Key Personnel and Organizational Structure): The Government will evaluate the strengths and weaknesses and any deficiencies in the proposal. The Government will evaluate the required information to determine how well the Offeror identifies and demonstrates that its key personnel meet or exceed minimum qualifications necessary, which includes previous satisfactory experience in similar type work, to manage, control and perform the design, and to perform construction. Experience, professional certifications, awards and other pertinent information will be examined. The Government will evaluate the firm's understanding of the D-B process and the capability to execute the project. The Government will evaluate the clarity and strength of the overall organization and how well it is organized, structured and staffed to effectively manage, control, administer and execute the integrated design and construction operations, quality control program and subcontracts for the entire scope of work. Evaluate whether designers of record are registered (a requirement) experienced and qualified and that permit preparers are qualified in the jurisdiction (a requirement).

This will be rated as unsatisfactory, if the Offeror has not selected and committed to use its design firm(s). Joint venture participants' contribution to the organization should be commensurate with their skills and background.

Factor 2: Specialized Experience and Technical Competence Similar in Size, Scope and Complexity: The Government will evaluate the extent of recent, related experience of the prime contractor and design firms in design, construction or design-build, as relevant to their role on this project. Experience on the similar projects identified in the project lists will receive more consideration than experience provided in the supplemental narrative. The Government will place greater value on projects performed as a prime contractor than as a subcontractor, depending upon overall role and relevancy considerations. Federal Government project experience will not be rated inherently more important than non-Federal Government project experience.

The Government will evaluate demonstrated familiarity with applicable codes and location conditions. Previous design-build experience is not necessary for an acceptable rating. The Government may consider previous DB experience a strength, even if the experience is on different type projects than this project. Similarly, the Government may consider previous recent teaming experience among the team members as value added, even if on different type design and/or construction projects than this project. The more relevant the experience, the more credit will be given.

Factor 3: Past Performance: This factor will assess the quality of past performance of the Offeror performing projects similar in size, scope and complexity to the one described in the solicitation. The evaluation will include an assessment of the overall quality of past performance, record of conforming to contract requirements and to standards of good workmanship; the adherence to contract schedules, including the administrative aspects of performance; the responsiveness of management; the history of reasonable and cooperative behavior and commitment to customer satisfaction; the business like concern for the interest of the customer; and the firm's overall performance on their contracts. Offeror's team who demonstrates a history of successful past performance on relevant projects will be rated more favorably.

Factor 4: Proof of Bonding Capacity: Bonding capacity is a go/no go factor under Phase 1. Firms must submit a "Signed, Stamped and Sealed" letter from their bonding company certifying capability of fulfilling the bonding capacity of at least $1.5 million.

PHASE II EVALUATION CRITERIA:

RELATIVE IMPORTANCE: Phase 2 – Volume 1 Requirements, Factors 1-4 are listed in descending order of importance and are of equal importance to each other. All the technical factors (Factors 1-4) when combined are approximately equal to Factor 5 – Price.

Factor 1: Technical Approach: The Government will evaluate the strengths, weaknesses, and any deficiencies in the organization and technical approach. The Government will evaluate the firm's understanding of design-build and the capability to execute the project. Some additional specific evaluation criteria are listed below. The Government will evaluate the clarity and strength of the overall organization, the structure and staffing to execute the entire scope of work. The Offeror is required to select and commit to design firms to achieve an "acceptable" rating. Joint venture participants' contribution to the project should be commensurate with their skills and background. The Government will evaluate the Offeror's capability and intent to comply with the applicable requirements for self-performance of work by the prime contractor, as applicable to the type of solicitation.

The Government places a higher value an offer that provides methods to streamline construction, manage labor and other resource constraints in an effort to reduce costs and support an aggressive schedule, including such things as fast-tracking. The Government will also consider whether the approach reduces on-site craft labor and susceptibility to inclement weather days.

Factor 2: Management Approach: The Government will evaluate the Offeror's integration of the design and construction firms and the staff during design and construction. The constructor must be actively involved in the design process, not just leaving it up to the designer.

Collaborative Approach for Design-Build: The Offeror must have an effective configuration management system to control and track revisions to the design. The Government will evaluate the Offeror's understanding the design process and the roles of the designers of record construction contractor and the Government reviewers. The Government will evaluate the role of the designer in maintaining integrity throughout the process, including its key roles during construction. The Government places greater value in collaborative development of the design as early as possible during the design and construction process.

Additional consideration will be given to a team that includes as many subcontractors as possible (e.g., the key subs for excavation, earth fill, design services, etc.) during design development, prior to release of the applicable design package for construction so that systems and trade coordination can reduce interferences, increase constructability and speed up construction operations.

Planning and Scheduling: The Government will evaluate the Offeror's scheduling capabilities to develop and implement an integrated fast track design build schedule and the systems that will be utilized to implement the schedule.

Self-Performed Work: The Government will evaluate the Contractor's resources to determine if it has the capability to self-perform the required amount of the project, in accordance with public policy to assure adequate interest in and supervision of all work.

Quality Control: The Government will evaluate the Offeror's capabilities and understanding of the contractually required quality control processes for both design and construction. The Government places value upon continued participation by the designers of record during the construction quality control process. The Government will evaluate the adequacy of the staffing plan to cover all required tasks and responsibilities.

Factor 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. Proposed schedules that are advantageous to the park will be viewed more favorably. Schedules which do not demonstrate these attributes present higher levels or risk and will be less favorably rated.

The proposed contract duration will become the contractually binding completion period. The Government will evaluate the contract duration, as proposed by the Offeror not to exceed the maximum allowed duration of 260 calendar days. In assessing the reasonableness of the proposed contract duration, the Government may take into account how well the proposed summary schedule supports the proposed duration, as well as use other information, such as but not limited to independent judgment concerning logic, constraints and typical construction durations. A proposed contract duration matching the maximum allowed contract duration is "acceptable". A proposed contract duration shorter than the maximum allowed duration will receive additional rating consideration, provided it is realistic and deemed to be achievable. The Government will consider an unreasonably condensed contract duration, which places additional cost or schedule risk on the Government or which may create a risk of contract or performance failure, as a significant weakness or a deficiency, depending upon the evaluator's judgment. During the subsequent comparison between proposals, differences between proposed contract durations of at least three weeks (differences of 21 calendar days between proposals) will be considered an advantage to the Government, with greater differences also considered, accordingly. No advantage will be considered between proposals for differences less than 21 calendar days.

In addition to the proposed contract duration, the Government will evaluate the summary schedule for integrated design and construction. The length of the schedule must match the proposed contract duration. If it is shorter than the Offeror's proposed contract duration, it offers no advantage to the Government because it is non-binding, only representing a preliminary planned schedule. A Schedule shorter than the proposed contract duration may indicate the Offeror is placing additional risk on the Government for any delays between the scheduled completion date and the required contract completion period. Both parties shall assume field overhead costs are included in the contract price for the full proposed contract duration. Therefore, the Government believes that there is no valid need to shorten the schedule less than the full proposed contract duration. The Government will evaluate the schedule to assess the strength of understanding of the project scope, restrictions which must be considered in the

schedule e.g. permitting, long lead items, etc. The Government will evaluate the strength of understanding of events associated with coordinating design submittals, reviews and incorporating review comments, the Offeror's capability to schedule the complete project with the proposed contract duration and the realism of the schedule.

The Government will evaluate the design packaging plan for logic, reasonableness, how it facilitates meeting the proposed contract duration and how it facilitates the Government's ability to timely perform its design reviews. The packaging plan should minimize risk to the Contractor and to the Government for tear out and coordination for reviews. A schedule that offers advantage(s) to the Government over one that merely indicates an adequate understanding of the scope, restrictions, major milestones, and general understanding of the various events that can affect start and completion of construction will receive additional consideration.

Factor 4: Safety: Approaches demonstrating (1) a sound Construction Safety Program with an assessment of the safety risks associated with this construction project; and (2) favorable OSHA record will be more favorable rated. Safety Programs and OSHA records which do not demonstrate these attributes present higher levels or risk and will be less favorably rated.

Factor 5: Price

Proposed pricing will be evaluated to determine reasonableness, affordability and value of the price data in accordance with FAR 15.404-1(b-c). Further a cost realism analysis in accordance with FAR 15.404-1(d) may be completed to determine if the proposed cost elements are realistic for the work performed, reflect a clear understanding of the requirements and are consistent with the unique methods of performance and materials described in the Offeror's proposal. Reasonableness will be determined considering comparisons to competitive pricing and to the Independent Government Estimate (IGE). Proposed pricing that differs significantly from the competition or IGE will be reviewed to assess potential performance risk and the Offeror's understanding of contract requirements. If multiple contract line items are included in the price schedule, prices will be evaluated to determine whether any line items are unbalanced. Offerors are cautioned to distribute costs appropriately.