SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140P2026R0086	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 07/07/2026	PAGE 1 OF 68 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	

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

KNRI 257081 - Knife River Indian Village National Historic Site - Elbee Bend Bank Stabilization

a) This acquisition is being conducted as an Unrestricted Full and Open Competition. The North American Industrial Classification System (NAICS) code and the associated small business size standards are noted in FAR 52.204-8 in Section "K" of this solicitation.

b) Magnitude of Construction: $5,000,000.00 to $10,000,000.00

c) Refer to Section "L" for information regarding a pre-proposal site visit.

d) Information and requirements stated in Sections "B" through "J" and attachments noted in Section "J" apply to this solicitation and subsequent contract.

e) Refer to Section "L" for proposal submittal requirements.

f) This is currently an unfunded requirement with a high expectation that funds will be available. When

Continued...

11. The contractor shall begin performance within 10 calendar days and complete it within 365 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** clause 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 1700 ***(hour)*** local time 08/06/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

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

OFFER *(Must be fully completed by offeror)*

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

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

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)*

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)
	and if funds become available a contract will be awarded at that time. g) Offerors shall submit proposals and questions and acknowledge solicitation amendments as stated in Section "L" of this solicitation. h) All Federal, State and Local taxes must be included in your proposal. This project is not tax exempt. i)Offerors shall address and acknowledge 52.229-11.				

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PART I – THE SCHEDULE

SECTION A – SOLICITATION / CONTRACT FORM

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

End of Section A

SECTION B – PRICE SCHEDULE

CONTRACT PRICE SCHEDULE

SOLICITATION NUMBER: 140P2026R0086
PARK - PMIS: KNRI 257081
PROJECT TITLE: Knife River Indian National Historic Site – Elbee Bend Bank

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 XX Contract Price Schedule (include this sentence if not using table below). Failure to do so may render the proposal unacceptable. On lump-sum line items, provide the total price only. 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.

CONTRACT LINE-ITEM NUMBER (CLIN)	CONTRACT LINE ITEM (CLI) TITLE	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
0010	Mobilization and Demobilization				
0020	River Embankment Stabilization				
0030	Site Restoration				
TOTAL BASE PRICE (Contract Line-Item Number 1 through 3) ----------					
0040	OPTION A, Topsoil And Erosion				
0050	OPTION B, Temporary Access Road and Temporary River Crossing				
TOTAL PRICE FOR ALL OPTIONS (Contract Line-Item Numbers 0040 through 0050) ----------					
TOTAL PROPOSED PRICE - BASE PLUS ALL OPTIONS (CLIN 0010 through 0050)					
All measurement and payment information are included in the project specifications, Section 01 27 00.					

End of Section B

SECTION C – SPECIFICATIONS / DRAWINGS

The work of this contract is for the construction of: Knife River Indian Village National Historic Site - Elbee Bend Bank Stabilization

Project Location: Knife River Indian Village National Historic Site - Elbee Bend Bank Stabilization

Elbee Bend is in the Knife River Indian Village National Historic Site (park) and contains 64 archeological sites. The Knife River, a tributary to the Missouri River downstream of the Garrison Dam, runs the length of the park in Mercer County, North Dakota. The Elbee Bend Site on the Knife River is actively eroding, creating a threat to archeological resources, a utility pole approximately 130 feet from the migrating bend, and County Road 37. The cut bank is approximately 20 feet high. The purpose of this project is to stabilize the Elbee Bend site to protect archeological resources in the park

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

52.246-12 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

52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $1,545.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.211-13 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:

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. Information required by contract clause 52.232-27, Prompt Payment for Construction Contracts;
4. A copy of the current construction schedule (refer to project specification section 013216); and
5. 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 1: INVOICE PROCESSING

To ensure the timely and efficient processing of contractor invoices, the contractor is required to submit a draft invoice package, which must include all necessary documentation as specified in the Section G clause titled "Electronic Invoicing and Payment Requirements – Invoice Processing Platform System (FEB 2021)." This draft invoice package should be submitted to the National Park Service Contracting Officer's Representative (COR) and, if applicable, the Construction Management Representative (CMR) assigned to the contract, at least seven (7) calendar days prior to the intended submission to the Invoice Processing Platform (IPP) system.

Upon receipt of the draft invoice package, the COR will provide a signed cover letter, which the contractor must upload into the IPP system along with their final invoice package.

If the contractor does not receive the signed cover letter from the COR within the specified seven (7) calendar days, the contractor is authorized to proceed with uploading the invoice package, along with the draft invoice review email sent to the COR, into the IPP system for approval, in accordance with the timelines established by the Prompt Payment Act.

(End of Local Clause)

SPECIAL REQUIREMENT 2: OPTION FOR ADDITIONAL SERVICES—SEPARATELY PRICED LINE ITEMS

The Government may require the delivery of the numbered line items identified in the Schedule as option items at the price stated in the Schedule. The Contracting Officer may unilaterally exercise the option by written notice to the Contractor within 60-days after contract award. Performance of added line-item tasks shall be at the price negotiated in the contract Schedule.

(End of clause)

SPECIAL REQUIREMENT 3: KEY PERSONNEL

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

Project Manager: _____

Job Site Superintendent: _____

Job Site Quality Control Manager: _____

Job Site Safety Manager: _____

(b) During the first 30 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 30-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 4: COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 365 days after notice to proceed.* The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful Offeror will receive the notice to proceed by May 1, 2027. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

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

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

End of 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)
52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)
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 (DEVATION APRIL 2026)
52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (DEVATION APRIL 2026)
52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (DEVATION APRIL 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 (DEVATION MAY 2026)
52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEVATION MAY 2026)
52.210-1 MARKET RESEARCH (DEVIATION JULY 2025)
52.215-2 AUDIT AND RECORDS-NEGOTIATIONS (JUN 2020)
52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION JAN 2026)
52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION JAN 2026), ALTERNATE III AND IV (DEVIATION JAN 2026)
52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (DEVIATION JAN 2026)
52.222-3 CONVICT LABOR (DEVATION MAY 2026)
52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS-OVERTIME COMPENSATION (DEVATION MAY 2026)
52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (DEVATION MAY 2026)
52.222-7 WITHHOLDING OF FUNDS (DEVATION MAY 2026)
52.222-8 PAYROLLS AND BASIC RECORDS (DEVATION MAY 2026)
52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (DEVATION MAY 2026)
52.222-11 SUBCONTRACTS (LABOR STANDARDS) (DEVATION MAY 2026)
52.222-12 CONTRACT TERMINATION - DEBARMENT (DEVATION MAY 2026)
52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIRMENTS AND RELATED REGULATIONS (MAY 2014)
52.222-14 DISPUTES CONCERNING LABOR STANDARDS (DEVATION MAY 2026)
52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)
52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (DEVATION MAY 2026)
52.222-30 CONSTRUCTION WAGE RATE REQUIREMENTS – PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED (PRICING METHOD) (AUG 2018)
52.222-32 CONSTRUCTION WAGE RATE REQUIREMENTS – PRICE ADJUSTMENT (ACTUAL METHOD) (DEVATION MAY 2026)
52.222-35 EQUAL OPPORTUNITY FOR VETERANS (DEVATION MAY 2026)
52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVATION MAY 2026)
52.222-37 EMPLOYMENT REPORTS ON VETERANS (DEVATION MAY 2026)
52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVATION MAY 2026)
52.222-50 COMBATING TRAFFICKING IN PERSONS (DEVATION MAY 2026)
52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (DEVATION MAY 2026)
52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVATION MAY 2026)
52.223-7 NOTICE OF RADIOACTIVE MATERIALS (DEVATION MAY 2026)
52.223-12 MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (DEVATION MAY 2026)
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
52.226-7 DRUG-FREE WORKPLACE (MAY 2024)
52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)
52.227-4 PATENT INDEMNITY—CONSTRUCTION CONTRACTS (DEC 2007)
52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (DEC 2022)
52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.229-3 FEDERAL, STATE, AND LOCAL TAXES (DEVIATION SEP 2025)
52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-17 INTEREST (MAY 2014)
52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS 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)
52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)
52.242-13 BANKRUPTCY (JUL 1995)
52.243-4 CHANGES (DEVIATION SEP 2025)
52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVATION 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)
52.253-1 COMPUTER GENERATED FORMS (DEVATION 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*.

Poster(s)	***Obtain From***
DOI IG Hotline Poster	*http://www.doioig.gov/hotline.*
OIG Fraud Hotline Poster	https://www.oig.dhs.gov/hotline#
DHS Fraud Hotline Poster	https://www.dhs.gov/report-fraud-waste-or-abuse- within-dhs#

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).

(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)

(e) 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 Federal Acquisition Regulation (FAR) 3.900 through 3.905.

(f) 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.

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

(End of clause)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED OR PRICING DATA-MODIFICATIONS (NOV 2021)

(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth in Federal Acquisition Regulation (FAR) 15.403-4(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in paragraphs (a)(1)(i) and (ii) of this clause. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-4(a)(1) is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable-

(i) *Identification of the law or regulation establishing the price offered*. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial products or commercial services.*

(A) If-

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial product or commercial service; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial product or commercial service, to a contract or subcontract for the acquisition of other than a commercial product or commercial service.

(B) For a commercial product and commercial service exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been

sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include-

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

b) *Requirements for certified cost or pricing data*. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (DEVIATION JAN 2026)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 (c) of this clause.

(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.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was 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.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it □ is, □ is not a small business concern under *NAICS Code* _____ assigned to *contract number* _____.

(2) The Contractor represents that it □ is, □ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The Contractor represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c).

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The Contractor represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c).

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it □ is, □ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402.

(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). Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(End of clause)

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

52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVATION MAY 2026)

As prescribed in 22.2203, insert the following clause:

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

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

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

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

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

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

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

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

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

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

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

(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 4270.2).

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 (July 1995). 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.

(1)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS—ALTERNATE I (DEVIATION MAY 2026)

Alternate I (MAY 2008). As prescribed in 23.108(b)(2), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

CERTIFICATION

I, _____ *(name of certifier)*, am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

_____ *[Signature of the Officer or Employee]*

_____ *[Typed Name of the Officer or Employee]*

_____ *[Title]*

_____ *[Name of Company, Firm, or Organization]*

_____ *[Date]*

(End of certification)

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (MAY 2024)

(a) *Definitions*. As used in this clause— *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) Requirement. In accordance with 40 CFR 82.84(a)(5), 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).

(b) .

(End of clause)

52.223-23 SUSTAINABLE PRODUCTS (DEVIAITION MAY 2026)

As prescribed in 23.108(a), 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)

52.225-11 BUY AMERICAN – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ALERNATE I (NOV 2023)

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

Caribbean Basin country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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

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

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

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

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

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

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or 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.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means—

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

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

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

    (A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.

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

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

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

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

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

Free Trade Agreement country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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.

WTO GPA country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(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 material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause 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_____

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) 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 restrictions 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 does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign 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)(4)(i)(A)*(1)* of this clause.

(3) The procedures in paragraph (b)(4)(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 offer of foreign 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)(4)(i)(B)*(1)* of this clause.

(3) The procedures in paragraph (b)(4)(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 Act 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)(4) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(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			

Alternate I (Nov 2023). As prescribed in 25.1102 (c)(3), add the following definition of "Bahraini, Mexican, or Omani construction material" to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

"Bahraini, Mexican, or Omani construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials. (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 material, excluding COTS fasteners. (See 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, United States-Mexico-Canada Agreement, and the Oman FTA apply to this acquisition. Therefore, the Buy American statute restrictions are waived for designated country construction materials other than Bahraini, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahraini, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(End of clause)

52.228-11 INDIVIDUAL SURETY - PLEDGE OF ASSETS (FEB 2021) (DEVIATION MAY 2023)

(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)

(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 Surety Bonds - List of Certified Companies

(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)

52.236.1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen (15) percent of the total amount of work being performed under this contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction, and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (DEVIAITON 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.

(d) No request for an equitable adjustment to the contract for differing site conditions will be allowed if made after final payment under this contract..

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (DEVIAITON 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.

(c) 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.

(c) 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”.
(2) 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.

(5) 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..

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

(End of clause)

52.236-17 LAYOUT OF WORK. (DEVIATION JAN 2026)

(a) The Contractor shall lay out its work from Government-established base lines and benchmarks provided on the drawings.

(b) The Contractor shall be responsible for all measurements in connection with the layout.

(c) The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required for the layout.

(d) The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer.

(e)

(1) The Contractor shall be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them.

(2) If such marks are destroyed by the Contractor, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(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.

(j) 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)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

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

(End of clause)

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*

(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)

End of Section I

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

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. OF PAGES
01	B08_Section J_Attachment 01_KNRI257081_Specifications_Div01	4/8/25	165
02	B08_Section J_Attachment 02_KNRI257081_Specifications_Div31_32	5/20/25	73
03	B08_Section J_Attachment 03_0_KNRI_Plan_Set 20250124 stamped	12/13/24	21
04	B08_Section J_Attachment 04_Appendix A – Geological Investigation Field Report for Knife River	01/06/22	237
05	B08_Section J_Attachment 05_Appendix B - Geotechnical Recommendations Report for Knife River	10/22/24	44
06	B08_Section J_Attachment 06_Appendix C – Permit Conditions affecting the construction process for Knife River	05/06/25	3
07	B08_Section J_Attachment 07_Appendix D	04/24/25	30
08	B08_Section J_Attachment 08_Wage Determination	06/02/26	4
09	B08_Section J_Attachment 09_Solit_PSP_Vol_II_SubKPlan	06/02/26	9
10	B08_Section J_Attachment 10_Solit_PSP_Vol_II_GenRefs	06/02/26	2
11	B08_Section J_Attachment 11_CLIN Price Sheet - Services	06/02/26	N/A
12	B08_Section J_Attachment 12_Solit_PSP_Vol_II_Equals RELEASED v1 25Feb25	06/02/26	1
13	B08_Section J_Attachment 13_SL2521 Permit	10/14/25	3
14	B08_Section J_Attachment 14_Solit_PSP_Vol_II_BidBond	06/02/26	4
15	B08_Section J_ Attachment 15_KNRI_257081_QA_0003 (1)	06/02/26	1
16	B08_Section J_Attachment 16_KNRI 257081_Precon_SignIn	6/22/26	1

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.

52.209-7 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).

(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If 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.

(c) .

(End of Provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2024)

(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 $45M.

(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 (DEVIATION MAY2026FEB 2025)

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)

End of Section K

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/. For provisions incorporated by reference with "DEVIATION" use the FAR Overhaul section of the website.
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

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 APRIL 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)
52.215-16	FACILITIES CAPITAL COST OF MONEY (JUN 2003)
52.222-5	CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (DEVIAITON MAY 2026)

(End of clause)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED OR PRICING DATA (NOV 2021)

(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered*. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial product and commercial service exception*. For a commercial product and commercial service exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include.

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.,* wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market

prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data*. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-1 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-1 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

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)

52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country 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 Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination 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 FAR clause 52.225-11 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 materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(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, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the Offeror also may submit an alternate offer based on use of equivalent domestic or designated country 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 FAR clause 52.225-11 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 FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the Offeror shall be required to furnish such domestic or designated country 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)

Alternate II (Nov 2023). As prescribed in 25.1102 (d)(3), add the definition of "Bahraini, Mexican, or Omani construction material" to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

(d) *Alternate offers*.

(1) When an offer includes foreign construction material, except foreign construction material from a designated country other than Bahrain, Mexico, or Oman that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the Offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahraini, Mexican, or Omani 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 FAR clause 52.225-11 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 FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahraini, Mexican, or Omani 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) 52.22The 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)

(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.

(a) 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.

(b) 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 Stormy Gallagher.

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

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

(End of Provision)

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

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

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

_*The site visit was held on June 17, 2026.*

(c) Participants will meet at – N/A

(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 INSTRUCTION: BRAND NAME OR EQUIAL

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-

(1) Meet the salient physical, functional, or performance characteristics specified in this solicitation;

(2) Clearly identify the item by-

i. Brand name, if any; and

ii. Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

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

A. GENERAL

1. Submit, at a minimum, an offer that conforms to the solicitation documents. By submission of an offer, the Offeror unconditionally assents to the terms and conditions in this solicitation and in any solicitation attachments. Proposals offering alternative stipulations to the requirements of this solicitation will NOT be considered or accepted.
2. In accordance with FAR 36.209, all firms, Prime Contractors or subconsultants, involved in developing the design or specifications for this construction solicitation are not eligible and prohibited from receiving any part of this construction award. Proposals from or containing firms under these circumstances will not be considered for award.

B. QUESTIONS

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

Contracting Officer, Stormy Gallagher, stormy_gallagher@ios.doi.gov

Contract Specialist, Kristin Tauber, Kristin_tauber@ios.doi.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, Stormy Gallagher, stormy_gallagher@ios.doi.gov
   b. Contract Specialist, Kristin Tauber, Kristin_tauber@ios.doi.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: 140P2026R0086, KNRI 257081, email x of x

4. Submit proposals in separate VOLUMES (I and II) in the FORMATS specified, containing CONTENTS required. Each volume shall be submitted in separate email attachments.
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. VOLUME I, TECHNICAL PROPOSAL – FORMAT, ORGANIZATION, CONTENTS

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

   FACTOR 1 – TECHNICAL APPROACH AND SCHEDULE

   FACTOR 2 – PROJECT EXPERIENCE

   FACTOR 3 – KEY PERSONNEL EXPERIENCE

   FACTOR 4 – MANAGEMENT APPROACH

   FACTOR 5 – PAST PERFORMANCE

   FACTOR 6 – SMALL BUSINESS PARTICIPATION

3. CONTENTS:

FACTOR 1 – TECHNICAL APPROACH AND SCHEDULE

Technical approach is your means and methods to complete a technical aspect of required work in this solicitation. Submit a written narrative limited to10 pages describing your technical approach to the specific aspects below. Additional pages will not be evaluated. Pictures can be included and will count towards the page limitation. There is no preprinted form for this submittal.

- Approach to Critical Contract Requirements: Describe your approach to successfully accomplish constructing the riverbank stabilization and working within constrained areas (construction access, minimal laydown area), and the protection of natural and cultural resources, within proposed contract performance period and budget.
- Demonstrate an understanding of the risk management process. Limit the information to ten (10) pages or less clearly (not including schedule section) but concisely describing the organizational and technical approach to project management and execution. Additional pages will not be evaluated. Pictures can be included and will count towards the page limitation. There is no preprinted form for this submittal.
- Submit your proposed construction schedule for THIS SPECIFIC PROJECT showing completion within the required period of performance contained in this solicitation with accompanying schedule narrative. Submit your schedule in Gantt Chart format; assume a Notice to Proceed date of May 1, 2027; and include specific activities required for this project and a clear critical path with major milestones and applicable predecessor activities. In your accompanying narrative, explain schedule logic, critical path activities, and key considerations and constraints. There is no preprinted form for this submittal.

FACTOR 2 – PROJECT EXPERIENCE

- Submit the attached “Project Experience” form addressing specific aspects below for up to three (3) relevant projects completed in the last ten (10) years. Submit separate forms for each project. Key Trades, if evaluated, are subject to substitution requirements in Section H of this solicitation and resulting contract.
- Teaming Experience: Describe your experience as a prime contractor working with the proposed team (key personnel and key subcontractors) on riverbank stabilization projects. Prime contractor experience is experience as a general contractor managing multiple subcontractors on projects in the prime self-performed at least 50% of the cost of the contract, excluding materials.
- Remote Work: Describe your experience with construction at remote sites with difficult access under limited construction seasons similar to the scope, magnitude, and complexity of this solicitation.
- Construction of riverbank stabilization projects on-time and within budget that are similar in scope, magnitude, and complexity to this solicitation.

FACTOR 3 – KEY PERSONNEL EXPERIENCE

Submit resumes for key personnel as identified in this solicitation at Section H and listed below. All personnel proposed are subject to substitution requirements contained in this solicitation. There is no preprinted form for this submittal.

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

FACTOR 4 – MANAGEMENT APPROACH

Management Approach is the organizational structure and business processes to manage, control, and oversee your firm’s operations. Submit a written narrative limited to 10 pages describing your management approach to specific aspects below. Pictures can be included and will count towards the page limitation. There is no preprinted

form for this submittal.

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

• Roles and Responsibilities: Provide an organizational chart and narrative that demonstrates the roles and responsibilities of the proposed prime contractor and all key subcontractors. 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 to ensure the Government receives a quality project.

• Capacity: Submit a written narrative of your firm's capabilities and assets that are available for this project. Indicate existing capacity to perform this work concurrent with existing ongoing projects. Describe your firm's resources and equipment that will be used for the work on this project.

• Coordination: Describe the proposed coordination with the project owner (National Park Service) and other (State, City, Local) regulatory entities to complete work within all parameters of the solicitation.

FACTOR 5 – PAST PERFORMANCE

The Offeror shall coordinate completion of the form entitled "Past Performance Questionnaire" in the Proposal Submission Package for construction projects of the same scope and complexity as the contemplated contract. Fill out Sections I and II and provide to a reference, who should complete the remainder and return the form to the Contracting Officer or Contract Specialist.

Past performance on contracts with the Federal Government, other public agencies, or private organizations will be considered. The past performance information submitted may be that of the Offeror's firm or its proposed Subcontractors. Subcontractor past performance will only be considered if the past performance correlates to the work the Subcontractor will be performing on the contemplated contract.

The Offeror should disclose any instances in which its past performance on a particular contract may be considered by others to be less than fully satisfactory by including or attaching a narrative to the Technical Volume. The Offeror should relate pertinent facts and circumstances and describe any remedial action taken or to be taken to correct the deficiency. Failure to disclose such instances may result in a determination that the Offeror has been less than candid with the Government, which could result in an unfavorable assessment of the Offeror's past performance record.

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.

FACTOR 6 - SMALL BUSINESS PARTICIPATION

All Offerors (both other than small businesses and small businesses) shall submit Small Business Participation documentation that address the evaluation criteria defined in the Small Business Participation factor contained in section M of this solicitation.

OTHER SUBMITTALS

Include the following submittals not related to any evaluation factors in Volume I.

End of Volume 1 – Technical Proposal Requirements.

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

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

2. ORGANIZATION: Include a Table of Contents with tabs for hard copy formats and folders and files for electronic formats named as follows:

   SF 1442

   AMENDMENTS

   SECTION B PRICE SCHEDULE

   SF 24 BID BOND (OR OTHER SUITABLE BID GUARANTEE)

   SECTION K REPRESENTATIONS AND CERTIFICATIONS

   GENERAL REFERENCES

   SUBCONTRACTING PLAN (only required for large businesses)

3. CONTENTS:

   SF 1442: Standard Form 1442, Solicitation, Offer, and Award, (Construction, Alteration, or Repair): Complete blocks 14 through 20C only. An official having the authority to contractually bind the Offeror's company must sign the SF 1442 in accordance with the procedures prescribed in FAR 4.102.

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

   SECTION B CONTRACT PRICE SCHEDULE or ATTACHMENT X CONTRACT PRICE SCHEDULE: Enter the proposed dollar amount for each line item in the Price Schedule, including any optional items, if applicable. Also provide a separate Schedule of Values (SOV) for each line item in the Section B Contract Price Schedule. Each SOV shall show the line-item price broken down by major work components.

   BID GUARANTEE: Submit Standard Form 24, Bid Bond duly executed between the Offeror and the bonding company, or other suitable bid guarantee allowable under provision 52.228-1.

   SECTION K REPRESENTATIONS AND CERTIFICATIONS: Your firm must maintain current, active registration at www.SAM.gov to be eligible for award. In accordance with FAR 4.1102 Offerors are required to be registered in www.SAM.gov at the time an offer is submitted.

   GENERAL REFERENCES: Complete and submit the attached "General References," form. Information will be used in determining Responsibility pursuant to FAR 9.103.

   SMALL BUSINESS SUBCONTRACTING PLAN: Small business Offerors are not required to submit a Subcontracting plan; however, large business Offerors shall complete and submit the attached Subcontracting Plan Form in response to the requirements of clause 52.219-9.

   The NPS subcontracting goals for Fiscal Year 2024 are: Small Businesses (53%), Small Disadvantaged Businesses (35%), Women-Owned Businesses (5%), HUBZone (3%), and Service-Disabled Veteran-Owned Businesses (5%), Indian Small Business Economic Enterprises (ISBEE) (12%).

   Subcontracting plans that contain goals less than the NPS goals shall include rationale as to why the above goals cannot be met.

End of Volume II – Business and Price Proposal requirements.

End of Section L

SECTION M – EVALUATION FACTORS FOR AWARD

A. BASIS FOR AWARD

1. The Government will conduct a source selection using the Best Value Continuum Tradeoff Process defined at FAR Part 15.1. The Contracting Officer will obligate and award a contract to the Offeror who submits a proposal the Source Selection Authority (SSA) determines conforms to solicitation requirements; is fair and reasonable; and provides the best value to the government considering all evaluation factors combined as detailed below. For this acquisition, the CO is the SSA.
2. The Government may accept other than the lowest priced proposal when the perceived benefits of a higher priced proposal merit the price differential.
3. Additionally, pursuant to FAR 52.215-1(f), Contract Award, contained herein:
   - The Government may reject any or all proposals if such action is in the Government's interest.
   - The Government may waive informalities and minor irregularities in proposals received.
   - The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the CO later determines them to be necessary.

B. EVALUATION PROCESS

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

1. Initial Review: Proposals will be reviewed for compliance with the solicitation to verify that all submission requirements are met; all certifications are complete, and the Offeror is responsive and otherwise eligible to receive award of a Federal contract. If the proposal does not comply or lacks sufficient information to be meaningfully evaluated, it may be eliminated from further consideration for award.
2. Non-Price Evaluation: A Technical Evaluation Panel (TEP) comprised of Government personnel, will conduct a non-price evaluation of proposals. The TEP will review, evaluate, assess risk, and rate all acceptable proposals against the technical factors contained in this solicitation. The TEP will not have knowledge of any pricing until the technical evaluation is complete.
3. Past Performance Evaluation: The TEP and CO/SSA will also evaluate Offerors' past performance. The evaluation will assess the government's confidence level for offers to successfully perform contract requirements based on survey responses, CPARS data, and other pertinent, relevant information.
4. Price Evaluation: Upon completion of the technical evaluation, the TEP and CO/SSA will review pricing as evaluated in Volume 2 below. The TEP will make an award recommendation to the CO/SSA.
5. Tradeoff Analysis: The CO/SSA will review the TEP's award recommendation and independently perform a tradeoff analysis between each proposal's (1) demonstrated technical advantages, disadvantages, strengths, weaknesses; (2) past performance confidence assessment; and (3) proposed pricing.
6. Selection: The CO/SSA will select the proposal that provides the overall best value, considering all evaluation factors, to the Government for award. 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.

C. EVALUATION FACTORS

1. RELATIVE IMPORTANCE

a. Non-Price Factors: Factors 1 – 5 are of equal importance.

b. Overall: Proposed pricing is an evaluation factor. All evaluation factors other than price, when combined are approximately equally important to price.

2. VOLUME I – NON-PRICE PROPOSAL

a. Technical Factors:

FACTOR 1 – TECHNICAL APPROACH AND SCHEDULE: Technical approaches that comply with applicable contract requirements; are realistic, appropriate, and efficient; and demonstrate logic and scope understanding present lower levels of risk and will be more favorably rated. Approaches not demonstrating these attributes present higher levels of risk and will be less favorably rated.

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

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

NOTE: The same projects evaluated for experience under this factor shall also be evaluated for Past Performance (Factor 5). Projects determined more relevant under this factor will be given more weight in the Past Performance evaluation.

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

FACTOR 4 – MANAGEMENT APPROACH: Management approaches demonstrating (1) sound management practices and business processes; (2) effective cost and quality control; and (3) clear corporate and project team commitment, hierarchy and lines of communication, roles, responsibilities, and relationships present lower levels of risk and will be more favorably rated. Plans not demonstrating these attributes present higher levels of risk and will be less favorably rated.

FACTOR 5 – PAST PERFORMANCE: Past performance demonstrating higher levels of success and quality on more relevant projects similar in scope and magnitude to this solicitation present lower levels of risk and will be more favorably rated. Projects that are more relevant to the requirements of this solicitation will be given more weight in the overall past performance rating. Project Experience ratings (Factor 2) will be considered in determining relevancy for projects submitted under this factor. If an Offeror has no past performance on similar work relevant to this solicitation, they will be evaluated neither favorably nor unfavorably.

Past performance on contracts with the Federal Government, other public agencies, or private organizations will be considered. All submitted references may not be contacted. Sources other than submitted references may be contacted.

During proposal evaluations, exchanges between the Government and Offerors may occur to clarify the relevance of past performance information and/or address adverse past performance information which an Offeror has not yet had an opportunity to respond to.

FACTOR 6 – SMALL BUSINESS PARTICIPATION:

All Offerors (both other than small businesses and small businesses) will be evaluated on the extent of proposed participation/commitment to use U.S. small businesses in the performance of this acquisition (as small business prime Offerors or small business Subcontractors) relative to the objectives and requirements established herein. Small business Offerors will receive the maximum credit for this evaluation factor and do

not need to submit any documentation supporting this evaluation factor. The Government will evaluate the following to determine if the Offeror met or exceeded the requirements:

1. The extent to which firms as defined in FAR Part 19, are specifically identified in proposals;
2. The extent to which Offerors demonstrate substantive commitment to small business firms, such as, letters of commitment, Joint Ventures, mentor/protégé agreements, or other demonstrations of commitment (i.e., binding commitments will become enforceable/contractual requirements);
3. Identification of the type and variety of the work small firms are to perform (i.e., binding commitments will become enforceable/contractual requirements);
4. The extent of participation of small business prime Offerors and small business Subcontractors in terms of the value of the total acquisition (total contract value) (i.e., binding commitments will become enforceable/contractual requirements);
5. The extent to which the Offeror provides detailed explanations/documentation supporting the proposed quantitative participation;
6. Extent to which the Offeror complied with requirements of FAR 52.219-8, Utilization of Small Business Concerns (i.e., binding commitments will become enforceable/contractual requirements); and
7. Extent to which the Offeror complied with requirements of FAR 52.219-9 Small Business Subcontracting Plan (when applicable) (i.e., binding commitments will become enforceable/contractual requirements).

The Government will evaluate the proposal to determine which Offeror proposes the best value in terms of Small Business Participation. Offers submitted by a small business prime Offeror will also be evaluated and will receive the maximum score for this evaluation criteria.

3. VOLUME II – BUSINESS AND PRICE PROPOSAL: Submittals in Volume II will not be rated.

a. Standard Form (SF) 1442, Solicitation, Offer, and Award, (Construction, Alteration, or Repair): The SF-1442 will be reviewed for completeness.

b. AMENDMENT ACKNOWLEDGEMENT: Amendment acknowledgements will be reviewed for timely and proper acknowledgement.

c. SECTION B PRICE SCHEDULE: Proposed pricing is an evaluation factor. Proposed pricing will be evaluated for fair and reasonableness. Reasonableness will be determined in accordance with the proposal analysis techniques identified in the FAR, DIAR and all other applicable statutes, regulations and policies. If multiple contract line items are included in the price schedule, prices will be evaluated to determine whether any line items are unbalanced in accordance with FAR 15.404-1(g). Offerors are cautioned to distribute costs appropriately.

d. BID GUARANTEE: The SF 24 Bid Bond (OR OTHER SUITABLE BID GUARANTEE) will be reviewed for completeness and acceptability.

e. SECTION K REPRESENTATIONS AND CERTIFICATIONS: Information will be reviewed for completeness and award eligibility.

f. GENERAL REFERENCES: Points of contact will be queried to determine Responsibility pursuant to FAR 9.103.

g. SMALL BUSINESS SUBCONTRACTING PLAN: Large businesses will only be considered for award if they submit an acceptable Small Business Subcontracting Plan. Plans that meet or exceed the NPS small business subcontracting goals and are otherwise compliant with FAR Part 19.705 shall be considered acceptable Plans that indicate goals less than the NPS small business subcontracting goals but are

otherwise compliant with FAR Part 19.705 shall be considered acceptable if the Contracting Officer determines the Offeror's submitted rationale for not meeting the NPS goals are reasonable.

(End of Provision)

SPECIAL PROVISION 1: EVALUATION OF OPTIONS

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

(End of Provision)

End of Section M