Request for Proposal 140P4526Q0044
WORI – Replace HVAC Components McClintock

This is a request for construction proposals prepared in accordance with the format in the Federal Acquisition Regulations (FAR) Part 13 and Part 36, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation issued as Request for Proposal (RFP) 140P4526Q0044 FAR clauses and provisions enclosed within this RFP are those in effect through Federal Acquisition Circular (FAC) 2026-01, dated March 13, 2026, and are available in full text through Internet access at http:// www.acquisition.gov/far/.

This solicitation is being issued as a Total Small Business Set-Aside.
County: Seneca
Type of Construction: Building

Magnitude: Under $25,000	NAICS: 238220	SIZE STD: $19.0 M	SET-ASIDE: Small Business

National Park Service COR	**Contract Specialist (CS)**	**Contracting Officer (CO)**
Name: Guy Hock	Nathan Jones	Matthew Keith
Email: Guy_Hock@nps.gov	Nathan_jones@ios.doi.gov	Matthew_Keith@ios.doi.gov
(315) 568-2991 ext 4000		

Award Selection Process:
Award will be made in accordance with FAR Part 13 to the offeror that provides the best value to the government based on price, technical, past performance, and prior experience. This solicitation is not stating nor required to state the relative importance assigned to each evaluation factor and/or sub factor (FAR 13.106-1(a)(2)).

VOLUME 1

1. **Technical Evaluation Factor 1 – TECHNICAL EVALUATIONS (Pass/Fail):**
The Technical Evaluation determines if proposals meet the Technical Subfactors as prescribed below. Each Subfactor below will be rated as either "Technically Acceptable" or "Not Technically Acceptable."

   To be considered "Technically Acceptable" overall, each Subfactor must be rated "Technically Acceptable." If any Subfactor is determined to be "Not Technically Acceptable," the entire proposal is rated as "Not Technically Acceptable", and award cannot be made to that firm.

   Offerors shall provide a narrative describing their proposed work plan not to exceed 10 pages as described below.

   The NPS may hold clarifications concerning Technical Subfactors.

   Subfactor 1 – Technical Approach:
   The Contractor shall submit a detailed narrative description of the proposed methods and approaches to performing the work, as well as the Contractor's understanding of the scope of work and capability to perform the work within the performance period. The proposed work plan should include sequencing and coordination of work, quality control reporting, scheduling, temporary protection measures and best management practices that will be employed.

   To be considered Technically Acceptable, the proposal must demonstrate clear understanding of contract requirements and project scope and must reflect that the contractor and any identified personnel meet specific qualifications set out in the solicitation and its attachments.

   Subfactor 2 – Experience:
   At a minimum the submission for each project should include a short (less than one page) description of the project, dates of performance, client's name, and total project cost. A separate form/page shall be submitted for each individual project. The offeror shall limit submissions to no more than a total of five (5) projects. Projects shall include work of similar or greater size, scope, and complexity, completed within the past five (5) years.

2. **Technical Evaluation Factor 2 – PAST PERFORMANCE (Pass/Fail):**
Past performance will be evaluated to assess the Offeror's record of performing work similar in size, scope, and complexity to the requirement of this solicitation.

   The Government may evaluate past performance using information obtained from:
   -Contractor Performance Assessment Reporting System
   -Other Government databases
   -Information obtained from other sources
   -References provided by the Offeror

   Offerors may submit up to three (3) recent and relevant projects performed within the last three (3) years, including:
   -Project description
   -Contract number (if applicable)
   -Dollar value
   -Customer point of contact (name, phone, and email)

   The Government may, but is not required to, contact references provided by the Offeror.

   If an Offeror does not have a record of relevant past performance or if information is not available, the Offeror will be assigned a neutral rating, which will not be evaluated favorably or unfavorably.

VOLUME 2

3. **Price.**
A price evaluation will be performed to determine the reasonableness of the proposed price. Reasonableness will be determined considering other competitive prices received and comparison to the independent Government estimate. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.

GENERAL

(a) The National Park Service (NPS) is seeking proposals for construction services as attached in the accompanying statement of work. The NPS intends to conduct this acquisition by use of simplified acquisition procedures in accordance with FAR Part 13.

(b) To assure timely and equitable evaluation of proposals, respondents are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete proposal. Respondents are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to adhere to proposal requirements, at the time of submission, may result in the proposal being unacceptable to the government and eliminated from consideration for award.

(c) Respondents are cautioned to submit adequate information to enable the government to fully ascertain each respondent's capability to perform the requirements in accordance with the requirements of the request for proposal (RFP).

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

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

(f) Proposal must be valid for a minimum of **60 days**.

(g) All interested parties shall be registered in the System for Award Management or SAM at time an offer or proposal is submitted.

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

(i) All questions should be emailed directly to the Contract Specialist no later than August 07, 2026. Only written RFI's will be considered and responded to by the government. NPS responses to RFIs will be posted as an amendment to the solicitation.

Site Visits can be arranged by contacting the COR: Guy_Hock@nps.gov

SPECIAL CONTRACT REQUIREMENTS

WORK HOURS

The performance period established for this contract is based upon all work being conducted during regular working hours between 7:00am and 4:00pm, Monday through Friday, excluding government holidays. If the Contractor desires to carry on work outside regular hours, including Saturdays, Sundays, and government holidays, a request must be submitted to the Contract Specialist in sufficient time to allow satisfactory arrangements to be made by the Government for access to the work site and inspection.
The following Federal Legal Holidays are observed:

Federal Holidays:

New Year's Day	Martin Luther King, Jr. Day
President's Day	Memorial Day
Juneteenth National	Independence Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas

PERIOD OF PERFORMANCE (Reference 52.211-10)
Notice to Proceed will only be issued upon receipt of acceptable bonding and insurance.
All onsite work is estimated to be performed: 60 days from NTP. For Site visits contact: Guy_Hock@nps.gov

INSTRUCTIONS TO OFFERORS:

Proposals must be in accordance with and in the order detailed in this section. Failure to submit proposals according to the instructions provided within the solicitation may result in the respondent's proposal being deemed unacceptable.

All interested parties shall be registered in the System for Award Management (SAM) at time of proposal submittal.

Offerors shall submit their proposal to the Contract Specialist by email to Nathan_jones@ios.doi.gov, no later than 1600 EST on August 19, 2026.

Offerors shall submit the following information in its entirety:

a) Price schedule in accordance with the Scope of work. In addition, provide a price breakdown of major components which matches the total price as reflected in the contract price schedule.

b) Checklist for proposal submittal:

- This page of the solicitation completed as the first page in the package ☐
- Signed acknowledgement of SF1442 ☐
- Signed amendments if applicable ☐
- Past Performance - Offerors may submit up to three (3) recent and relevant projects performed within the last three (3) years ☐
- Price schedule filled out ☐
- No more than five (5) prior experiences of projects in similar size and scope of each part of the requirement as described in the SOW. Prior experience must be within the past five (5) years and include:
    - Brief description of project
    - Point of contact information ☐

- **REMINDER: Submit 2 volumes.**
    - **Volume 1 – Technical and Past Performance**
    - **Volume 2 – Price** ☐

c) Contractor Core Data:

Offeror's Name:_____

Offeror's Address:_____

Offeror's Unique Entity Identifier (UEI):_____

Offeror's POC:_____

Offeror's Phone/Email:_____

PROVISIONS SECTION:

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.

52.203-18	**Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation**	**JAN 2017**
52.204-24	**Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment**	**NOV 2021**

Provisions incorporated full text:

52.204-7	**System for Award Management**	**MAR 2026**

a) Definitions. As used in this provision—
"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.
Registered in the System for Award Management (SAM) means that–
(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM
(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
(4) The Government has marked the record "Active".
Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.
(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation and at time of award (see FAR clause 52.204-13, System for Award Management Maintenance, for the requirement to maintain SAM registration during performance and through final payment).
(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.
(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:
(1) Company legal business name.
(2) Trade style, doing business, or other name by which your entity is commonly recognized.
(3) Company physical street address, city, state, and Zip Code.
(4) Company mailing address, city, state and Zip Code (if separate from physical).
(5) Company telephone number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation.
See https://ww.sam.gov for information on registration.

(End of provision)

52.222-5	Construction wage rate requirements- secondary site of work	May 2026

a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.
(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.
(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.
(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.225-10	Notice of Buy American Requirement--Construction Material	May 2014

(a) *Definitions*. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American—Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).
(b) *Requests for determinations of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
(c) Evaluation of offers.
(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
(d) Alternate offers.
(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—
(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
(ii) May be accepted if revised during negotiations.

(End of provision)

CONTRACT CLAUSES SECTION:

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

52.204-13	System for Award Management Maintenance	MAR 2026
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	MAY 2026
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	MAY 2026
52.219-28	Post-Award Small Business Program Representation	JAN 2026
52.222-6	Construction Wage Requirements	MAY 2026
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2026
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Act Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-90	Discrimination by Federal Contractors (EO 14398)	APR 2026
52.223-3	Hazardous Material Identification and Material Safety Data	FEB 2021
52.227-4	Patent Indemnity – Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.232-5	Payments under Fixed-P rice Construction Contracts	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.236-2	Differing Site Conditions	JAN 2026
52.236-3	Site Investigation and Conditions Affecting the Work	JAN 2026
52.236-5	Material and Workmanship	JAN 2026
52.236-6	Superintendence by the Contractor	JAN 2026
52.236-7	Permits and Responsibilities	JAN 2026
52.236-8	Other Contracts	JAN 2026
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	JAN 2026
52.236-10	Operations and Storage Areas	JAN 2026
52.236-11	Use and Possession Prior to Completion	JAN 2026
52.236-12	Cleaning up	JAN 2026
52.236-13	Accident Prevention	JAN 2026
52.236-14	Availability and Use of Utility Services	JAN 2026
52.236-17	Layout of Work	JAN 2026
52.242-14	Suspension of Work	APR 1984

52.243-5	Changes and Changed Conditions	OCT 2025
52.246-21	Warranty of Construction	MAR 1994

Clauses incorporated full text:

52.213-4	**Terms and Conditions - Simplified Acquisition (Other Than Commercial Products and Commercial Services)**	**MAR 2026**

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—
(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
(b) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—
(1) Notify the Contracting Officer in writing as soon as possible;
(2) Remedy the delay as quickly as possible; and
(3) Notify the Contracting Officer when the occurrence is over.
(c) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
(d) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
(e) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.219-6	**Notice of Total Small Business Set-Aside**	**JAN 2026**

(a) *Definition*. *Small business concern*, as used in this clause—
(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
(2) *Affiliates*, as used in paragraph (a)(1) of this clause, 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) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside for small business concerns; and
(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.4 and 16.5.
(c) *General*.
(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

FAR 52.223-23	**Sustainable Products and Services**	**MAY 2026**

(a) *Definitions.* As used in this clause—
Sustainable product means—
(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).
(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).
(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).
(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).
(b) *Requirements*. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—
(1) Delivered to the Government;
(2) Furnished for use by the Government;
(3) Incorporated into the construction of a public building or public work; or
(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

End of clause

52.225-9	**Buy American Act - Construction Material**	**OCT 2022**

(a) *Definitions*. As used in this clause--
"Commercially available off-the-shelf (COTS) item"—
(1) Means any item of supply (including construction material) that is—
(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), 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 a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.
"Cost of components" means--
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit.
Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.
Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.
“Domestic construction material” means—
(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-
(i) An unmanufactured construction material mined or produced in the United States; or
(ii) A construction material manufactured in the United States, if-
(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or
(B) The construction material is a COTS item; or
(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".
Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.
“Foreign construction material” means a construction material other than a domestic construction material.
Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.
Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.
Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.
“United States” means the 50 States, the District of Columbia,
and outlying areas. (b) *Domestic preference.*
(1) This clause implements 41 U.S.C.chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows: **None.**
(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the
Government determines that
(i) The cost of domestic construction material would be unreasonable.
(A) *For domestic construction material that is not a critical item or does not contain critical components.*
(*1*) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;
(*2*) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(*1*) of this clause.
(*3*) The procedures in paragraph (b)(3)(i)(A)(*2*) of this clause will no longer apply as of January 1, 2030.
(B) *For domestic construction material that is a critical item or contains critical components.* (*1*) The cost of a

particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.
(*2*) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(*1*) of this clause.
(*3*) The procedures in paragraph (b)(3)(i)(B)(*2*) of this clause will no longer apply as of January 1, 2030.
(ii) The application of the restriction of the Buy American 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 Act.*
(1)
(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--
(A) A description of the foreign and domestic construction materials;
(B) Unit of measure; (C)
Quantity;
(D) Price;
(E) Time of delivery or availability;
(F) Location of the construction project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

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

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

summary.]
[Include other applicable supporting information.]

(End of Clause)

52.228-11	**Individual Surety—Pledge of Assets.**	**FEB 2021**

(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.

(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)

52.228-13	**Alternative Payment Protections**	**JUL 2000**

(a) The Contractor shall submit one of the following payment protections:
A payment bond
An irrevocable letter of credit (ILC)
(b) The amount of the payment protection shall be 100 percent of the contract price.
(c) The submission of the payment protection is required within **10 calendar day**s of contract award.
(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of Clause)

52.252-6	**Authorized Deviations in Clause**	**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 Supplement (DIARS) (48 CFR 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

DIAR 1452.201-70	Authorities and Delegations	Sep 2011

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
(c) The COR is not authorized to perform, formally or informally, any of the following actions:
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.
(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of Clause)

DIAR 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)

DIAR 1452.204-70	Release of Claims - Department of Interior	Jul 1996

(a) 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)

DIAR 1452.228-70	Liability Insurance - Department of the Interior	Jul 1996

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

$250,000.00 each person*
$500,000.00 each occurrence*
$250,000.00 property damage*

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

(End of Clause)

DIAR 1452.236-70	Prohibition Against Use of Lead-based paint	Jul 1996

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

(End of Clause)

	Contract Administration	

Contracting Officers, Contract Specialists and Contracting Officer's Representative(s) are stated below.

Contract Specialist: Nathan Jones
Email: Nathan_Jones@ios.doi.gov

Contracting Officer Representative: Guy Hock
315-568-2991 ext 4000
Email: Guy Hock@nps.gov

DOI	Prohibition of All Terrain Vehicles (ATV)s	

The contractor is prohibited from utilizing All-Terrain Vehicles (ATV)s on National Park Service lands. ATV is defined as: A motorized off-highway vehicle (OHV) traveling on four or more low-pressure tires, having a seat to be straddled by the operator and a handlebar for steering control.

Use of Utility Terrain Vehicles (UTVs) are permitted. UTV (also called a side-by-side) is defined as: A motorized OHV having four or more low pressure tires, designed with side-by-side seats, seatbelts, steering wheel, and optional cab, brush cage, or ROPS.

(End of Local Clause)

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

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

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

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

Contractor Invoice which must include:

- Contract Number
- Project Name
- Description of work performed
- Date(s) of work performance

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

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

(End of Local Clause)

Construction Contract Administration	

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

LIST OF ATTACHMENTS

Number	Description	Number of Pages
1	Statement of Work	21
2	Wage Determination	5
3		
4		
5		
6		

Construction wage rate requirements are applicable to this project. Current prevailing wage determination(s) at time of issuance of solicitation are included in this Section.

In the event the current prevailing Wage Determination is changed by the Department of Labor prior to the closing date of this solicitation, it is the Offeror's responsibility to insure the most recent determination is used in preparing the proposal. An amendment will not be issued prior to closing to change Wage Determination dates and/or numbers. Should the wage rate change after closing, but prior to award, the updated Wage Determination will be incorporated by amendment and issued to all Offerors submitting a proposal. If applicable, these Offerors/contractors will be given an opportunity to provide revised proposals solely to amend proposals due to Wage Determination changes. If the wage determination modification does not change any affected wage rates then the provisions of FAR 22.404-5(c)(4) will apply.

Applicable wage rates can be found at https://sam.gov/