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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.

Section B – Supplies or Services and Prices

B.1 – Bid Schedule

Quoters shall fill in the lump sum price for the line items in the Price Schedule provided in Attachment no. 5 "Forms to Return with Quote".

Section C – Description/Specifications/Statement of Work

C.1 – Project Specifications

See the attached project specifications (SOW) listed in Section J, below.

Section D – Packaging and Marking

There are no clauses in this section.

Section E – Inspection and Acceptance

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

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

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

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

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

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

(3) Constitute or imply acceptance; or

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

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

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

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

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

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

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

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

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

(End of Clause)

Section F – Deliveries or Performance

F.1 – Clauses Incorporated by Reference

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

52.242-14 Suspension of Work (APR 1984)

(End of Clause)

F.2 –52.211-10 – Commencement, Prosecution, and Completion of Work (APR 1984)

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 ***60 days following receipt of the notice to proceed**. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

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

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

(a) Project Name

(b) Contract number

(c) Date

(d) Prime Contractor and/or Subcontractor

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

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

(g) Materials delivered

(h) Official visitors to site

(i) Inspections performed

(j) Verbal instruction received from government on construction deficiencies

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

Section G – Contract Administration Data

G.1 – Contract Administration

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

Nate Krohn
Project Manager
nathan_krohn@nps.gov

The Contract Specialist (CS) for this contract will be:

Michael Abner
Contract Specialist
michael_abner@ios.doi.gov

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

Mickey Chisolm
Contracting Officer
mickey_chisolm@ios.doi.gov

G.2 –1452.201-70 – Authorities and Delegations (SEP 2011)

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

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

(c) The COR is not authorized to perform, formally or informally, any of the following actions:
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

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

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

(End of Clause)

G.3 – 1452.204-70 – Release of Claims – Department of the Interior (JUL 1996)

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

(End of Clause)

G.4 – Construction Contract Administration

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

(End of clause)

G.5 – Contractor Performance Assessment Reporting System (NOV 2015)
In accordance with DOI and NPS policy, past performance evaluations *may* be prepared for this acquisition. For more information see the Contractor Performance Assessment Reporting System (CPARS), available online at https://cpars.gov/.

G.6 – Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (FEB 2021)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).
"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements

identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.
Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

The Contractor shall submit a draft Invoice Package, including copies of the following documents, to the National Park Service's (NPS) Contracting Officer's Representative (COR), with a copy to the Contracting Officer (CO), a minimum of 5 working days prior to submittal of the formal Invoice through IPP. Within 5 working days of receipt, the COR shall provide an acceptability recommendation to the CO. If the COR recommends acceptance, the Contractor shall submit a copy of the final version of the COR's checklist and the Invoice Package to the NPS through IPP.

1. Completed copy of the COR's final Construction Payment Request Checklist (Submit only with the formal submittal to IPP)
2. Completed copy of the Pay Estimate Form (including signed certification of subcontractor payments as required by contract clause 52.232-5)
3. Certified copies of Payroll Reports per Contract clause 52.222-8 Payrolls and Basic Records.
4. Completed copy of the Payroll Report PII Certification sheet
5. Information required by contract clause 52.232-27, Prompt Payment for Construction Contracts
6. A copy of the current construction schedule
7. A copy of the current Schedule of Values (can be built into the business invoice and not be a separate document so long as the business invoice shows for each line item the percentages for work completed, remaining work, as well as dollar amounts for what's being invoiced, and what's remaining).

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) prior to the contract award date, but no more than 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

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

(End of Clause)

Section H – Special Contract Requirements

H.1 – Wage Rates

Construction Wage Rates formally known as Davis-Bacon Wage Rates apply for this project and are attached to this solicitation (See Section J). The project is located in Stevens County, Washington, Wage Decision no. WA20260131. **NOTE: Wage determination may be changed after award depending on location of awardee.**

H.2 – Workers Compensation

The Contractor is required to be insured against liability for workmen's compensation in accordance with requirements set forth by the Washington State Department of Labor & Industries. Evidence of coverage is required before commencement of project work.

H.3 – Site Specific Safety and Health Plan
A site specific safety and health plan shall be prepared covering on-site work to be performed by the contractor and all subcontractors. The prime contractor shall be responsible for development, implementation, and oversight of the site specific plan. The site specific safety and health plan shall establish in detail, the protocols necessary for recognition, evaluation, and control of hazards associated with each task performed. The plan shall address site specific safety and health requirements and procedures based upon site specific conditions. The level of detail provided in the site specific safety and health plan shall be tailored to the type of work, complexity of operations to be performed, and hazards anticipated. The site specific safety and health plan shall address, in as much detail as possible, anticipated tasks, their related hazards, and anticipated control measures.

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

Prior to submittal to the COR, the site specific safety and health plan shall be signed and dated by the prime contractor's safety and health manager and site superintendent. The site specific safety and health plan shall be part of the contractor's safety and Health program. The contractor shall submit to the COR the contractor's site specific safety and health plan for review and approval by the safety office.
Work performed under this contract shall comply with applicable federal, state, and local safety and occupational health laws and regulations. This includes, but is not limited to, Occupational Safety and Health Administration (OSHA) standards, 29 CFR, Part 1910 and Part 1926. Where the requirements of applicable laws, criteria, ordinances, regulations, and referenced documents vary the most stringent requirements shall apply.

H.4 – Seasonal Shutdown
It is recognized that seasonal climatic conditions regularly occur in some of the National Park Service areas that restrict and in some cases prohibit normal construction activities. The actual timing of a seasonal shutdown will be determined by the Contracting Officer. The Contractor shall give the Contracting Officer at least two weeks' notice prior to the anticipated resumption of work. The actual date that work is resumed is subject to the approval of the Contracting Officer. The amount of time during a seasonal shutdown is taken into consideration when the completion time as stated in the Contract is determined. Therefore, the contract time will not be extended due to seasonal shutdowns.

H.5 – Archeological Findings
(a) Petroglyphs, artifacts, burial grounds or remains, structural features, ceremonial, domestic, and archeological objects of any nature, historic or prehistoric, found within the construction area, are the property of and will be removed only by the Government. Should Contractor's operations uncover or his employees find any archeological remains, Contractor shall suspend operations at the site of discovery; notify Contracting Officer immediately of the findings; and continue operations in other areas. Included with the notification shall be a brief statement of the location and details of the findings. Should the temporary suspension of work at the site result in delays, or the discovery site require archeological studies resulting in delays or additional work for Contractor, he will be compensated by an equitable adjustment under the General Provisions of the Contract.

H.6 – Conduct of Operations

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

Part II – Contract Clauses

Section I – Contract Clauses

I.1 – Clauses Incorporated by Reference

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

52.202-1	Definitions (JUN 2020)
52.203-3	Gratuities (APR 1984)
52.203-17	Contractor Employee Whistleblower Rights (NOV 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-18	Commercial and Government Entity Code Maintenance (AUG 2020)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)
52.204-22	Alternative Line Item Proposal (JAN 2017)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)
52.204-27	Prohibition on a ByteDance Covered Application (JUN 2023)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2020)
52.219-27	Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program. (Feb 2024)
52.219-28	Post-Award Small Business Program Representation (JAN 2025)
52.222-3	Convict Labor (JUN 2003)
52.222-6	Construction Wage Rate Requirements (AUG 2018)
52.222-7	Withholding of Funds (MAY 2014)
52.222-8	Payrolls and Basic Records (JUL 2021)
52.222-9	Apprentices and Trainees (JUL 2005) (DEVIATION FEB 2025)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (MAY 2014)
52.222-12	Contract Termination-Debarment (MAY 2014)
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (MAY 2014)
52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020)
52.222-50	Combating Trafficking in Persons (OCT 2025)

52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2022)
52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2024)
52.223-23	Sustainable Products and Services (MAY 2024)
52.225-13	Restriction on Certain Foreign Purchases (FEB 2021)
52.226-7	Drug-Free Workplace (MAY 2024)
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-5	Payments under Fixed-Price Construction Contracts (MAY 2014)
52.232-23	Assignment of Claims (MAY 2014)
52.232-27	Prompt Payment for Construction Contracts (JAN 2017)
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (OCT 2018)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)
52.233-1	Disputes-(MAY 2014)-Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991)
52.236-17	Layout of Work (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Products and Commercial Services (OCT 2025)
52.246-21	Warranty of Construction (MAR 1994)
52.248-3	Value Engineering-Construction (OCT 2025)-Alternate I (APR 1984)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

(End of Clause)

I.1 – 52.204-30 – Federal Acquisition Supply Chain Security Act Orders—Prohibition (DEC 2023)

(a) *Definitions.* As used in this clause—
Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.
Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1).
(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.
(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;
(B) Name of the covered article or source subject to a FASCSA order;
(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
(D) Brand;
(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.
(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts*.
(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of clause)

I2 - 52.222-90 Addressing DEI Discrimination by Federal Contractors. (DEVIATION APRIL 2026)

(a) *Definitions*. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.
(b) In connection with the performance of work under this contract, the Contractor agrees as follows:
(1) The Contractor will not engage in any racially discriminatory DEI activities;
(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; 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)

I.3 – 52.225-9 – Buy American–Construction Materials (OCT 2022)

(a) *Definitions*. As used in this clause—
Commercially available off-the-shelf (COTS) item—

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

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

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

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

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

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

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

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

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.
Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means—

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

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

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

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

2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or
(B) The construction material is a COTS item; or

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

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.
Foreign construction material means a construction material other than a domestic construction material.
Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

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

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.
"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;
(F) Location of the construction project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

(End of Clause)

I.4 – 52.228-13 Alternative Payment Protections (JULY 2000)

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

_____**Payment Bonds**_____

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

(c) The submission of the payment protection is required within __**10**____ days 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)

I.5 – 1452.228-70 – Liability Insurance – Department of Interior (JUL 1996)

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

$500,000.00 each person

$500,000.00 each occurrence

$500,000.00 property damage

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

(End of Clause)

I.6 – 1452.237-70, Information Collection – Department of the Interior (JUL 1996)

If performance of this contract requires the contractor to collect information on identical items from ten or more public respondents, no action shall be taken or funds expended in the solicitation or collection of such information until the contractor has received from the Contracting Officer written notification that approval has been obtained from the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act of 1980. The Contractor agrees to provide all information requested by the Contracting Officer which is necessary to obtain approval from OMB.

(End of Clause)

I.7 – 52.252-2 – Clauses Incorporated by Reference (FEB 1998)

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

(End of clause)

I.8 – 52.252-6 – Authorized Deviations in Clauses (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
(b) The use in this solicitation or contract of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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

Section J – List of Attachments

J.1 – Attachments

The following attachments are included as part of this solicitation:

Attachment Number	Title/Description	Document Date	Total Pages
1	READ ME FIRST - FAQs	6/17/26	3
2	Terms, Provisions, and Clauses	6/17/26	35
3	Department of Labor Construction Wage Rate (Davis-Bacon Wage) Determination no. WA20260131	6/17/26	16
4	Specifications – Statement of Work (SOW)	6/17/26	13
5	Forms to Return with Quote	6/17/26	9
6	Sherman Creek Proposed Well Map	6/17/26	1

Part IV – Representations and Instructions

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

K.1 – 52.204-29 – Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (DEC 2023)

(a) *Definitions.* As used in this provision, *Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system,* and *Source* have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures*.
(1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(*https://www.sam.gov)* for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.
(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).
(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:
(1) Name of the product or service provided to the Government;
(2) Name of the covered article or source subject to a FASCSA order;
(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
(4) Brand;
(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(6) Item description;
(7) Reason why the applicable covered article or the product or service is being provided or used;
(f) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a

waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

K.2 – 52.204-8 – Annual Representations and Certifications (OCT 2025)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 237110.

(2) The small business size standard is $45 million.

(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 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.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (d) applies.

(ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless–

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations -Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) [RESERVED]

(xv) [RESERVED]

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services .

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $92,319, the provision with its Alternate II applies.

(C) If the acquisition value is $92,319 or more but is less than $100,000, the provision with its Alternate III applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

XX (i) 52.204-17, Ownership or Control of Offeror.
XX (ii) 52.204-20, Predecessor of Offeror.
__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products .
__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
__ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
__ (vii) 52.227-6, Royalty Information.
__ (A) Basic.
__ (B) Alternate I.
__ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change
_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

Section L – Instructions, Conditions, and Notices to Offerors

L.1 – Provisions Incorporated by Reference

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

52.204-7 System for Award Management (NOV 2024)
52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)

(End of Provision)

L.2 – 52.201-1 – Acquisition 360: Voluntary Survey (Sep 2023)

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

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

(End of provision)

L.3 – 52.216-1 – Type of Contract (APR 1984)

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

(End of Provision)

L.4 – 52.222-5 – Construction Wage Rate Requirements—Secondary Site of the Work (MAY 2014)

(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)

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

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).
(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
(ii) May be accepted if revised during negotiations.

(End of Provision)

L.6 – 52.236-27 – Site Visit (Construction) (FEB 1995)-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) **SITE VISIT:** A site visit is strongly encouraged for this project.
Site Details:
Address:
Lake Roosevelt National Recreation Area

1368 Kettle Park Road
Kettle Falls, WA 99141-8797
Interested contractors will meet Park staff at the North District Office and will be guided through the area where the work will be completed.

Interested vendors are required to RSVP with Nate Krohn via email to sign up for a site visit at Nathan_krohn@nps.gov. No phone calls accepted.

Site visits will be held between the hours of 9am-2pm PT on the following days:

1. Monday, July 6, 2026
2. Wednesday, July 8, 2026
3. Friday, July 10, 2026.

(End of provision)

L.7 – 52.252-1 – Solicitation Provisions Incorporated by Reference (FEB 1998)
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:
https://www.acquisition.gov/browse/index/far
https://www.acquisition.gov/diar
https://www.acquisition.gov/caac-letters

(End of provision)

L.8 – Instructions for the Submission of Quotations and Other Information

(a) GENERAL INFORMATION:

(1) Each quoter must:

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

(2) Quotations shall <u>only</u> be accepted through electronic mail addressed to:

michael_abner@ios.doi.gov

Include the Request for Quotation (RFQ) number (**140P8326Q0046**) in the subject line of your email.

(3) Submission deadline. We must receive your quote by the deadline specified in Block 13 of the SF 1442. We will not consider any quote that we receive after the deadline unless we receive it before we issue a purchase order and considering it will not delay our purchase. In case of an

emergency that delays our operations and makes submission or receipt of your quote impossible, we will extend the deadline by one working day.

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

(4) Modifications of previously submitted quotations may be made by email to the Contract Specialist before the closing date/time of the RFQ.

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

(b) QUOTATION PACKAGE (WHAT TO SUBMIT):

All quoters must include the following:

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

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

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

(3) **Completed Price Schedule**: Submit a lump sum price utilizing the provided Price Schedule in, **Attachment 5**. This also includes **filling in** business name, address, SAM "Unique Entity Identifier" (UEI) (see https://sam.gov/content/entity-registration), phone, point of contact and authorized signature.

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

(5) **Section K, Representations, Certifications and Provisions:** To be eligible for award, quoters are required to complete electronic annual representations and certifications ("Reps and Certs") in the System for Award Management (SAM) accessed via www.sam.gov as a part of required SAM registration.

a. Small Business Status. For this acquisition, quotations are solicited only from small business concerns. The small business size standard that applies to this acquisition is stated in Section K.1 (FAR 52.204-8, Annual Representations and Certifications), along with the North American Industry Classification System (NAICS) code on which it is based. Your Reps & Certs within your SAM profile will be used to verify whether or not your company is a small business concern under the NAICS code that applies to this acquisition.

b. Quoter is required to fill out and include provisions 52.204-24(d)(1)&(2) (available in Attachment 5 of this solicitation) with their submitted quotation unless the offeror has responded "does not" in their annual SAM representation at 52.204–26, Covered Telecommunications Equipment or Services—Representation.

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

(7) **Submit the following technical documentation.** As requested in Section M.1, provide the following:

a. Relevant Experience: List comparable relevant experience successfully completing projects of a similar nature and scope as this advertised project within the last five (5) years and provide a brief narrative explaining the correlations between your listed relevant experience and this project work, to be evaluated as described in Section M.1. **Use the Relevant Experience form provided in Attachment 5.**

b. **Washington Contractor State License:** Submit a copy of the current Washington Construction Contractors Board License that is applicable to the work, the quoter, and any proposed subcontractor(s), that will be performing on this project (describe in detail in your quotation), to be evaluated as described in Section M.1.

c. **Well Construction Operator's License:** Submit a copy of the current Washington Well Construction Operator's License that is applicable to the work, the quoter, and any proposed subcontractor(s), that will be performing on this project (describe in detail in your quotation), to be evaluated as described in Section M.1.

d. **Technical Approach**: Technical approach your means and methods to complete a technical aspect of required work in this solicitation. Submit a brief written narrative limited to 2 pages describing your technical approach to successfully accomplish this project, to be evaluated as described in Section M.1. **Use the Technical Approach form provided in Attachment 5. Subcontractors must be identified and references for Subcontractors must be provided**. Address the specific aspects as follows:

Provide a brief work plan describing your approach to the project that demonstrates your understanding of the requirements and the capabilities and experience you bring to it. Include, for example, number of workers (by job classification) and tentative work schedule, phasing the work, equipment you expect to use.

e. Past Performance: List past performance references for projects of a similar nature and scope as this advertised project as completed within the past five (5) years as part of your Relevant Experience to be evaluated as described in Section M.1. **Use the Relevant Experience form provided in Attachment 5.**

(c) RETENTION

Quotations submitted in response to this Request for Quotations will be retained by the National Park Service for the official records.

(d) INQUIRIES

To ensure quoters' questions are adequately addressed and appropriate action taken prior to submission of quotations, questions must be received in writing no later Monday, July 13 at NOON PT. Questions and/or comments received after this time may not be addressed.

Submit questions via email to:
Contract Specialist, Michael Abner, michael_abner@ios.doi.gov.
Phone calls will not be accepted.

(e) CLARIFICATION OF REQUIREMENT

Prospective quoters should carefully examine the solicitation and fully inform themselves as to the conditions and matters which can in any way affect the work or the costs thereof. Should a prospective quoter find discrepancies in, or omissions from, the solicitation or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the contract specialist and obtain clarification prior to submitting a quotation.

L.9 – Responsibility Determination

(a) It is the general policy of the Department of the Interior that contract shall be awarded only to contractors determined to be responsible in accordance with Part 9 of the Federal Acquisition Regulations (FAR). No contract shall be awarded to any person or firm unless the Contracting Officer first makes an affirmative determination that the prospective contractor is responsible within the meaning of FAR Part 9.
(b) Before making a determination of responsibility, the Contracting Officer shall have in their possession or obtain information sufficient to satisfy themselves that a prospective contractor currently meets the minimum FAR Part 9 standards.

(c) In accordance with Section 9.104 of the Federal Acquisition Regulations, award of a contract will be subject to the Contracting Officer's determination that the offeror meets the following minimum standards for performing the work:

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

Section M - Evaluation Factors for Award

M.1 – Evaluation Factors for Award

Evaluation will be made in accordance with the simplified acquisition procedures outlined in FAR Part 13.106. The Government anticipates issuing an order resulting from this request for quotation to the responsible quoter whose quotation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate quotations:

(1) Price

(2) **Relevant Experience**: The Government will evaluate the quoter's relevant experience (using the quoter's provided list of relevant projects and brief narrative explaining the correlations between the quoter's listed relevant experience and this project work) on the basis of extent of experience with projects of a similar nature and scope as performed within the last five (5) years. Similar work on contracts with the Federal Government, other public agencies, or with private organizations may be considered. **Subcontractors must be identified and references for Subcontractors must be provided**.

(3) **Washinton Contractor State License**: The presence and current validity of the quoter's and any proposed subcontractor's applicable Washington Construction Contractors Board License will be reviewed at the website: https://secure.lni.wa.gov/verify/. Quoters (and any proposed subcontractors) who possess a current and valid State License applicable to the work they will be performing on this project will be more favorably evaluated.

(4) **Well Construction Operator's License:** Issued through the Washington State Department of Ecology. **Proposals not containing a copy of this license will be rendered non-responsive.**

(5) **Technical Approach**: The Government will evaluate the quoter's technical approach narrative. Technical approaches that comply with applicable contract requirements; are realistic, appropriate, and efficient; and demonstrate clear logic and scope understanding present lower levels of risk and will be more favorably rated. Approaches not demonstrating these attributes present higher levels of risk and will be less favorably rated. **Subcontractors must be identified and references for Subcontractors must be provided**.

(6) **Past Performance**: The Government will evaluate the degree to which the quoter successfully performed past projects similar in scope and complexity to the project detailed in this solicitation within the last five (5) years and satisfied past customers, using the quoter's provided references. Past performance information from other sources, including the Contractor Performance Assessment Reporting System (CPARS), may also be utilized in the determination of the past performance record. In the case of a quoter without a record of past performance or for whom information on past performance is not available, the quoter will not be evaluated favorably or unfavorably on past performance. **Subcontractors must be identified and references for Subcontractors must be provided**.

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).