SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF PAGES
	140P1426R0012	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	06/07/2026	1	64

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	0044013307	

7. ISSUED BY CODE PIR	8. ADDRESS OFFER TO
NPS, IMR - Northern Rockies MABO PO Box 168 Mammoth Supply Center / 22 Stable St Yellowstone NP WY 82190	Stacy_Vallie@ios.doi.gov

9. FOR INFORMATION CALL	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Stacy Vallie	4064044167

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

Project Name: Remodel Visitor Center for New Exhibits, Golden Spike National Historic Park, PMIS: GOSP 308441

Type of Contract: Firm Fixed Price Construction Contract

Set-Aside: Total Small Business

NAICS CODE: 236220

SIZE STANDARD: $45M

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

11. The contractor shall begin performance within 10 calendar days and complete it within 473 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** FAR Clause 52.211-10 ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☒ YES ☐ NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1300 ***(hour)*** local time 07/08/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

d. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

CODE FACILITY CODE

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

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

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

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

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

26. ADMINISTERED BY PIR

NPS, IMR - Northern Rockies MABO
PO Box 168
Mammoth Supply Center / 22 Stable St
Yellowstone NP WY 82190

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

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

Stacy Vallie

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: 0011283239 NPS, Golden Spike NHS 6200 N. 22300 W. Promontory Summit UT 84302 US Period of Performance: 09/14/2026 to 12/31/2027				
00010	Visitor Center Main Building Renovation Product/Service Code: Z1AZ Product/Service Description: MAINTENANCE OF OTHER ADMINISTRATIVE FACILITIES AND SERVICE BUILDINGS Delivery: 12/31/2026 Period of Performance: 09/15/2025 to 12/31/2026				
00020	OPTION ITEM: Reconfigure Administration Area (Option Line Item) Anticipated Exercise Date 90 Product/Service Code: Z1AZ Product/Service Description: MAINTENANCE OF OTHER ADMINISTRATIVE FACILITIES AND SERVICE BUILDINGS Delivery: 12/31/2026 Period of Performance: 09/15/2025 to 12/31/2026				
00030	OPTION ITEM: Exterior Painting of Visitor Center (Option Line Item) Anticipated Exercise Date 90 Product/Service Code: Z1AZ Product/Service Description: MAINTENANCE OF OTHER ADMINISTRATIVE FACILITIES AND SERVICE BUILDINGS Delivery: 12/31/2026 Period of Performance: 09/15/2025 to 12/31/2026				

PART I – THE SCHEDULE

SECTION A – SOLICITATION/CONTRACT FORM

This is a Request for Proposals (RFP), in accordance with the Specifications and Drawings and is issued on Standard Form (SF) SF1442 in the preceding pages.

The Government will evaluate all Proposals in an impartial manner and consideration will be given to those with the highest perceived value to the government based on responses to the evaluation factors identified in Section M.

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.

(END OF SECTION A)

SECTION B – SERVICES AND PRICES

Proposal pricing shall be provided in accordance with Section L and is incorporated herein. The contractor must furnish an itemized breakdown. Contractor shall use the Price Schedule provided as an attachment.

Project Title: **Remodel Visitor Center for New Exhibits**
Location: **Golden Spike National Historic Park**
Solicitation No.: **140P1426R0012**
Park – PMIS NO.: **GOSP - 308441 / 315946**

CONTRACT PRICE SCHEDULE					
Notice: Offerors are required to submit, a minimum, an offer that conforms to the solicitation documents with pricing for Base line items and all Option line items. Failure to do so may render the proposal unacceptable. On lump-sum line items, provide the total price only. For all unit-priced line items, provide the unit price and the extended total price. If no specific line item exists for a portion of the work, include the costs in a related item. In case of error in calculation of extended prices, the unit price governs. In case of error in summation, the total of the corrected amounts govern. Round totals and extended prices to whole dollars.					
SCHEDULE OF BASE ITEMS					
CLINS	**TITLE**	**QTY**	**UNIT**	**Unit Price**	**Total Price**
10	Visitor Center Main Building Renovation	1	LS		
TOTAL BASE PRICE (CLIN 10):					
SCHEDULE OF OPTION ITEMS					
20	Reconfigure Administration Area	1	LS		
30	Exterior Painting of Visitor Center	1	LS		
TOTAL PRICE FOR ALL OPTIONS (CLINs 20-30):					
TOTAL PROPOSED PRICE - BASE PLUS OPTIONS (CLINs 10 through 30):					

SPECIAL CLAUSE: OPTION ITEMS FOR ADDITIONAL SERVICES—SEPARATELY PRICED LINE ITEMS

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

(End of clause)

(END OF SECTION B)

SECTION C – SPECIFICATIONS/DRAWINGS

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 http://www.acquisition.gov.

52.223-2	Reporting of Biobased Products Under Service and Construction Contracts (May 2024) - DEVIATION (May 2026)
52.223-10	Waste Reduction Program (May 2024) - DEVIATION (Feb 2025)
52.223-23	Sustainable Products and Services (MAY 2024) - DEVIATION (May 2026)

Clauses by Full Text:

1452.236-70 Prohibition Against Use of Lead-based Paint - Department of the Interior (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)

DESCRIPTION OF WORK:

The work under this contract consists of modifications and alterations to the approximately 4,500-square-foot Visitor Center at Golden Spike National Historical Park. The facility houses offices for seasonal and permanent interpretation staff, Western National Parks Association (WNPA) offices, a library, exhibit space, an information desk, a small theater, and WNPA retail space.

SCOPE OF WORK:

a. Site Work
Modify the north viewing plaza and access to exterior interpretive areas as necessary to accommodate the expanded building footprint.

b. Architectural Work
Modify existing visitor center exhibits and construct new exhibits; relocate the WNPA retail space; relocate National Park Service (NPS) offices; renovate the audiovisual (A/V) storage room; and update interior finishes throughout the primary visitor areas.

Option No. 1: Renovate the administrative area, including reconfiguration of office spaces, construction of an enclosed conference room, relocation of access to the Superintendent's office, and installation of new finishes in the employee restroom.

c. Structural Work
Modify and expand the visitor center by enclosing the existing north porch area and constructing new exterior wall assemblies as required to accommodate exhibit expansion.

d. Mechanical Work
Modify the existing HVAC system to accommodate the revised building layout. Remove and replace existing HVAC ductwork as required. Conceal portions of the existing fire protection system that are currently exposed within renovated areas.

e. Electrical Work
Modify existing electrical systems, including power and lighting systems, to support the revised facility layout, new exhibits, and audiovisual system upgrades.

OPTIONS:

Option No. 1: Reconfigure the administration area to provide an enclosed conference room, relocate access to the Superintendent's office, and provide new finishes in the employee restroom.

Option No. 2: Paint the entire exterior of the Visitor Center facility, including the administration area and interpretive shelter.

Specifications, drawings, and other supporting documents are incorporated into this solicitation and resulting contract by reference. See **Section J – Attachments**.

TITLE III CONSTRUCTION ADMINISTRATION SERVICES:

The Government intends to separately procure Title III Architect-Engineer (A-E) services in accordance with the project specifications to provide construction administration, design support, and quality assurance services during contract performance.

The A-E firm responsible for the original project design may be utilized by the Government to provide Title III services in order to support interpretation of the design documents, review submittals and requests for information, evaluate proposed modifications, and assist the Government in maintaining design intent throughout construction.

The Title III A-E firm will act solely in an advisory capacity to the Government and shall not have authority to direct the Contractor, modify the contract, approve changes, or otherwise obligate the Government. Only the Contracting Officer has authority to modify the contract or direct changes to the work.

(END OF SECTION C)

SECTION D - PACKAGING AND MARKING

Contractor initiated correspondence and submittals shall identify the contract number. All correspondence and submittals shall be submitted electronically to the Contracting Officer's Representative (COR) and copied to the r Contracting Officer (CO).

(END OF SECTION D)

SECTION E – INSPECTION AND ACCEPTANCE

52.246-12 Inspection of Construction (Aug 1996)

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

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

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

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

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

(3) Constitute or imply acceptance; or

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

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

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

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

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

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

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

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

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

(End of clause)

(END OF SECTION E)

SECTION F – PERFORMANCE

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

52.211-10 Commencement, Prosecution, and Completion or 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 **473 calendar days** after receipt of Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.236-15 Schedules for Construction Contracts (Apr 1984) - DEVIATION (Jan 2026)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.242-14 Suspension of Work (Apr 1984)

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

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1)by an act of the Contracting Officer in the administration of this contract, or (2)by the Contracting

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

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

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

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

(End of clause)

(END OF SECTION F)

SECTION G – CONTRACT ADMINISTRATION DATA

1. CONTRACT REPRESENTATIVES:

Contracting Officer (CO):
Stacy Vallie
Stacy_Vallie@ios.doi.gov

Contracting Officer's Representative (COR):
Richard Carroll
Richard_Carroll@nps.gov

2. JOB SITE ADMINISTRATION

The Government's designated Contracting Officer's Representative (COR) will be available at the site to observe and inspect the work as it progresses. The COR may maintain a Daily Log beginning on the first day of contract performance documenting weather and site conditions, work activities observed, materials delivered, labor and equipment on site, and any notable issues or occurrences.

Government inspections, observations, or maintenance of daily logs do not relieve the Contractor of responsibility for quality control, compliance with contract requirements, or performance of the work in accordance with the contract.

At the end of each workday, the Contractor's Superintendent shall meet or otherwise communicate with the COR to review the Daily Log and discuss the status of the work. The Contractor's Superintendent may sign the Daily Log to acknowledge review of the entry. If the Contractor disagrees with any entry, the Contractor shall identify the disagreement at the time of review or submit written comments to the COR within two (2) business days. The Government's Daily Log shall be maintained as an administrative record of project activities and shall not, by itself, constitute acceptance of work, direction to perform additional work, or a modification to the contract.

In accordance with FAR 22.406-7 and other applicable labor compliance requirements, Government compliance reviews may include comparison of certified payrolls, daily inspection reports, daily logs, and other project records to verify compliance with contract requirements.

Contractual issues, disputes, requests for equitable adjustment, requests for interpretation, or other matters affecting contract terms and conditions shall be referred to the Contracting Officer (CO). Only the CO has authority to resolve contractual matters and make decisions affecting the contract.

Contracting Officer Authority

The Contracting Officer (CO) is the only individual authorized to make changes to, modify, or otherwise alter the terms, conditions, specifications, requirements, or scope of work under this contract. No other Government employee, including the COR, inspectors, project managers, or technical personnel, has authority to direct the Contractor to perform work that constitutes a change to the contract.

If the Contractor performs work based on direction from any person other than the CO and such direction results in a change to the contract, the work shall be considered to have been performed without proper authority and at the Contractor's own risk. The Government shall not be obligated to provide an equitable adjustment to the contract price, contract time, or any other contract term unless the change is subsequently authorized in writing by the CO.

Field Changes

The Contractor and the Government may mutually agree to minor no-cost field changes when such changes are in the best interest of the Government and do not alter the contract scope, contract price, contract time, or negotiated

Contract Line-Item Numbers (CLINs). All field changes must be reviewed and approved in writing by the CO prior to implementation.

Correspondence

All correspondence concerning this contract, including Requests for Information (RFIs), requests for clarification, requests for interpretation, and other contract administration matters, shall be submitted through the COR with a copy to the CO, or directly to the CO when specifically required by the contract. Only written direction issued by the CO may modify the contract.

3. FINAL PAYMENT

Final payment will be made only after the Contractor has satisfactorily completed all contract requirements and the Government has received and accepted all required closeout documentation, including, as applicable:

- Certified payrolls for the Contractor and all subcontractors;
- SF 1413, Statement and Acknowledgment, for each subcontractor, if required;
- Final project schedule updates;
- Progress reports;
- Material submittals and operation and maintenance information;
- Test reports and inspection records;
- As-built drawings;
- Warranty of Construction documentation;
- Release of Claims; and
- Any other contract closeout documentation required by the Contracting Officer.

The Contractor shall submit a properly executed Release of Claims to the Contracting Officer or Contract Administrator with the final invoice request.

4. AVAILABILITY OF UTILITIES SERVICES

Notwithstanding FAR 52.236-14, Availability and Use of Utility Services, the Government will provide, at no cost to the Contractor, reasonable quantities of existing utility services required for contract performance, including water and electricity, from existing Government-owned utility systems where available.

The Contractor shall be responsible for furnishing, installing, maintaining, and removing all temporary connections, distribution lines, hoses, cords, transformers, panels, and other equipment necessary to utilize such services.

Any utility service requirements exceeding those reasonably necessary for contract performance shall be subject to approval by the Contracting Officer.

5. UTILITIES CONSERVATION

The Contractor shall participate in Government energy and water conservation programs and shall use all utilities furnished by the Government in a reasonable and efficient manner. The Contractor shall take appropriate measures to prevent waste of water, electricity, fuel, and other utilities provided for contract performance.

6. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) INSPECTIONS

The Contractor shall comply with all applicable Federal, state, and local safety and health requirements. The Contractor's operations may be subject to inspection by representatives of the Occupational Safety and Health Administration (OSHA), Department of Labor, and other authorized Government officials. Any deficiencies identified shall be promptly corrected by the Contractor at no additional cost to the Government.

7. INTERIM AND FINAL INSPECTIONS

1. Interim Inspections

Prior to covering, enclosing, concealing, or otherwise making inaccessible any portion of the work, the Contractor shall notify the COR and provide sufficient advance notice to permit Government inspection. Failure to provide the required notice may result in the Contractor being directed to uncover or expose the work at no additional cost to the Government to allow proper inspection.

2. Final Inspection

When the Contractor determines that the work is substantially complete and ready for final inspection, the Contractor shall submit a written request for final inspection to the Contracting Officer, with a copy to the COR. The request should be submitted at least three (3) calendar days prior to the proposed inspection date unless otherwise approved by the Contracting Officer.

3. Final Inspection Participants

The final inspection will normally be conducted by the Contractor, the COR, and the Contracting Officer and/or Contract Specialist, as available. The Government will document any deficiencies identified during the inspection and provide a punch list, if required. Final acceptance will not occur until all identified deficiencies have been corrected to the satisfaction of the Government.

8. 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.

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)

(End of Local Clause)

DOI AAAP-0050 Notice to Contractors - Contractor Performance Assessment Reporting System (Dec 2015)

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

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

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

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

5) Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/.

   a) Contractor Representatives may then provide comments in response to the evaluation or return the evaluation without comment.

   b) Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.

   c) All information provided should be reviewed for accuracy prior to submission.

   d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.

e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as “Pending” with or without comments and whether or not it has been closed.

f) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

6) The following guidelines apply concerning your use of the past performance evaluation:

a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.

b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

c) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes. 7) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of notice)

Electronic Invoicing and Payment Requirements - Invoice Processing Platform (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.

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) and Contract Specialist (CS) 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 both the NPS CS and the contractor. If the COR recommends acceptance, the contractor shall submit a copy of the final version of the 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).*
3. *Completed copy of the Limitations on Subcontracting Report.*
4. *Information required by contract clause 52.232-27, Prompt Payment for Construction Contracts.*
5. *A copy of the current construction schedule (refer to project specification section 013216).*
6. *A copy of the current Schedule of Values. (refer to project specification section 013216).*

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date.

Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email 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)

(END OF SECTION G)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

KEY PERSONNEL (Contractor shall complete section (a) listing Key Personnel per their technical proposal)

(a) The Contractor shall list the Key Personnel assigned to the resultant contract:

Project Manager: _____

Site Superintendent: _____

On-site Quality Control Supervisor: _____

On-site Safety Supervisor: _____

(b) During the first 60 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 60-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

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

(End of clause)

GREEN PROCUREMENT

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

(END OF SECTION H)

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

52.252-2 – Clauses Incorporated by Reference (Feb 1998)

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

52.203-5	Covenant Against Contingent Fees (May 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)
52.203-7	Anti-Kickback Procedures (Jun 2020)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014) – DEVIATION*
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) – DEVIATION (Mar 2026)
52.204-13	System for Award Management Maintenance (Oct 2018) – DEVIATION (Mar 2026)
52.204-14	Service Contract Reporting Requirements (Oct 2016) – DEVIATION (Mar 2026)
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2025) – DEVIATION (May 2026)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) – DEVIATION (May 2026)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) – DEVIATION (May 2026)
52.215-2	Audit and Records – Negotiations (Jun 2020) – DEVIATION*
52.215-8	Order of Precedence – Uniform Contract Format (Oct 1997) – DEVIATION*
52.219-6	Notice of Total Small Business Set-Aside (Nov 2020) – DEVIATION (Jan 2026)
52.219-8	Utilization of Small Business Concerns (Jan 2025) – DEVIATION (Jan 2026)
52.219-28	Post-Award Small Business Program Rerepresentation (Jan 2025) - DEVIATION (Jan 2026)
52.222-3	Convict Labor (Jun 2003) – DEVIATION (Jun 2003)
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation (Mar 2018) – DEVIATION (May 2026)
52.222-6	Construction Wage Rate Requirements (Aug 2018) – DEVIATION (May 2026)
52.222-7	Withholding of Funds (May 2014) – DEVIATION*
52.222-8	Payrolls and Basic Records (Jul 2021) – DEVIATION*
52.222-9	Apprentices and Trainees (Jul 2005) – DEVIATION (Feb 2025)
52.222-10	Compliance with Copeland Act Requirements (Feb 1988) – DEVIATION*
52.222-11	Subcontracts (Labor Standards) (May 2014) – DEVIATION (May 2026)
52.222-12	Contract Termination-Debarment (MAY 2014) – DEVIATION (Feb 2025)
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)
52.222-14	Disputes Concerning Labor Standards (Feb 1988) – DEVIATION*
52.222-15	Certification of Eligibility (May 2014)
52.222-35	Equal Opportunity for Veterans (Jun 2020) – DEVIATION (May 2026)
52.222-36	Equal Opportunity for Workers with Disabilities (Jun 2020) – DEVIATION (May 2026)
52.222-37	Employment Reports on Veterans (Jun 2020) – DEVIATION (May 2026)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) – DEVIATION*
52.222-50	Combating Trafficking in Persons (Oct 2025) – DEVIATION (May 2026)
52.222-54	Employment Eligibility Verification (Jan 2025) – DEVIATION (May 2026)

52.222-55	Minimum Wages Under Executive Order 13658 (Jan 2022)
52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2022) – DEVIATION (Jan 2022)
52.222-90	Addressing DEI Discrimination by Federal Contractors (Apr 2026) – DEVIATION (May 2026)
52.225-9	Buy American – Construction Materials (Oct 2022) – DEVIATION*
52.226-7	Drug-Free Workplace (May 2024)
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.227-1	Authorization and Consent (Jun 2020)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)
52.227-4	Patent Indemnity- Construction Contracts (Dec 2007)
52.228-2	Additional Bond Security (Oct 1997)
52.228-5	Insurance - Work on Government Installation (Jan 1997)
52.228-11	Individual Surety - Pledges of Assets (Feb 2021) – DEVIATION (May 2023)
52.229-3	Federal, State, and Local Taxes (Feb 2013)
52.232-5	Payments under Fixed-Price Construction Contracts (May 2014)
52.232-16	Progress Payments (Nov 2021) – DEVIATION*
52.232-17	Interest (May 2014)
52.232-23	Assignment of Claims (May 2014)
52.232-25	Prompt Payment (Jan 2017)
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) – DEVIATION*
52.233-3	Protest after Award (Aug 1996) – DEVIATION*
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004) – DEVIATION*
52.236-2	Differing Site Conditions (Apr 1984) – DEVIATION (Jan 2026)
52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984) – DEVIATION (Jan 2026)
52.236-5	Material and Workmanship (Apr 1984) – DEVIATION (Jan 2026)
52.236-6	Superintendence by the Contractor (Apr 1984) – DEVIATION (Jan 2026)
52.236-7	Permits and Responsibilities (Nov 1991) – DEVIATION (Jan 2026)
52.236-8	Other Contracts (Apr 1984) – DEVIATION (Jan 2026)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984) – DEVIATION (Jan 2026)
52.236-10	Operations and Storage Areas (Apr 1984) – DEVIATION (Jan 2026)
52.236-11	Use and Possession Prior to Completion (Apr 1984) – DEVIATION (Jan 2026)
52.236-12	Cleaning Up (Apr 1984) – DEVIATION JAN 2026)
52.236-13	Accident Prevention (Nov 1991) – DEVIATION (Jan 2026)
52.236-14	Availability and Use of Utility Services (Apr 1984) – DEVIATION (Jan 2026)
52.236-17	Layout of Work (Apr 1984) – DEVIATION (Jan 2026)
52.236-21	Specifications and Drawings for Construction (Feb 1997) – DEVIATION (Jan 2026)
52.240-92	Security Requirements (Aug 2025) – DEVIATION (Mar 2026)
52.240-93	Basic Safeguarding of Covered Contractor Information Systems (Aug 2025) – DEVIATION (Mar 2026)
52.242-13	Bankruptcy (July 1995)
52.243-4	Changes (Jun 2007) – DEVIATION (Oct 2025)
52.244-6	Subcontracts for Commercial Products and Commercial Services (Jan 2025) – DEVIATION (May 2026)
52.246-21	Warranty of Construction (Mar 1994)
52.248-3	Value Engineering-Construction (Oct 2025)
52.249-4	Termination for Convenience of the Government (Services) (Short form) (Apr 2014) - (ALT I) (Sept 1996)
52.249-10	Default (Fixed-Price Construction) (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991) – DEVIATION (May 2026)

CLAUSES INCORPORATED BY FULL TEXT

52.217-7 Option for Increased Quantity-Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor **within 90 days of award**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.219-14 Limitations on Subcontracting (Oct 2022) - DEVIATION (Jan 2026)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.
(b) *Definition.*
Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—
(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
(c) *Applicability.* This clause applies only to—
(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
(4) Orders expected to exceed the simplified acquisition threshold and that are—
(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
(5) Orders, regardless of dollar value, that are—
(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.
(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that

a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
(f) The Contractor shall comply with the limitations on subcontracting as follows:
(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—
☒ By the end of the base term of the contract and then by the end of each subsequent option period; or
☐ By the end of the performance period for each order issued under the contract.
(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.
(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.
(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.
(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)

(a) Definitions. As used in this clause-

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
(b)The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to Stacy_Vallie@nps.gov.

(End of clause)

52.228-15 Performance and Payment Bonds-Construction (JUN 2020) – DEVIATION (May 2023)

(a)*Definitions*. As used in this clause-
Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.
(b)*Amount of required bonds*. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:
(1)*Performance bonds (Standard Form 25)*. The penal amount of performance bonds at the time

of contract award shall be 100 percent of the original contract price.

(2)*Payment Bonds (Standard Form 25A)*. The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3)Additional bond protection.

(i)The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii)The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c)*Furnishing executed bonds*. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d)*Surety or other security for bonds*. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of the Treasury
Financial Management
Service Surety Bond Branch
3700 East West Highway
Room 6 F01
Hyattsville, MD 20782

Or via the internet at http://www.fms.treas.gov/c570/.

(e)*Notice of subcontractor waiver of protection* (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.236-4 Physical Data (Apr 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by investigation for hazardous material, including lead and asbestos sampling. The results and sampling locations are included in the Specifications.

(End of clause)

52.240-91 Security Prohibitions and Exclusions (Nov 2025) - DEVIATION (Mar 2026)

(a) Definitions. As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

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.

Covered foreign country means—

The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

> (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
>
> (ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding 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 that apply 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 that apply 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 that apply 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.
Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

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. Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a *Kaspersky Lab-covered entity.*

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

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.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

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.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract.* Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

> (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
>
> (ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) *Prohibition*. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.*

(1) *Certain telecommunications and video surveillance equipment, systems, or services.*

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Office of Foreign Assets Control Restrictions.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition.* The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L.110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders.*

(1) 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 covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1).

Yes ☐ No ☒ DHS FASCSA Order
Yes ☐ No ☒ DoD FASCSA Order
Yes ☐ No ☒ DNI FASCSA Order

(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.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting 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 40.204-1(c)).

(f) *Reasonable inquiry.* The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g*) Removal of prohibited products and services*. 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 this clause prohibits.

(h) *General report.*

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

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

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

(iii) 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.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report.*

(1) During contract performance, the Contractor shall review SAM 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 (e) 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. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) 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). 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. The Contractor shall report the following information within 72 hours 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:

(i) Contract number and order number, if applicable;

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

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph

(j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

52.252-6 Authorized Deviations in Clauses (Nov 2020)

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized DEVIATION. Whenever any FAR or supplemental clause is used with an

authorized DEVIATION, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without DEVIATION, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

(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 48 CFR Chapter 1 clause with an authorized DEVIATION is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

NOTE: The clause DEVIATIONS noted with an asterisk (*) are associated with the Revolutionary FAR Overhaul (RFO). Approval by the Department of the Interior is currently pending.

1452.203-70 Restrictions on Endorsements-- Department of the Interior (Jul 1996)

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

(End of clause)

1452.204-70 Release of Claims – Department of 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)

1452.215-70 Examination of Records by the Department of the Interior (Apr 1984)

For purposes of the Examination of Records by the Comptroller General clause of this contract (FAR 52.215-1), the Secretary of the Interior, the Inspector General, and their duly authorized representative(s) from the Department of the Interior shall have the same access and examination rights as the Comptroller General of the United States.

(End of clause)

1452.228-70 Liability Insurance—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:

$200,000.00 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)

(END OF SECTION I)

PART III – LIST OF DOUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

Attachment Number	Title	Number of Pages
1	Specifications – March 17, 2026	754
2	Drawings	60
3	Parking Lot Rehabilitation Drawings	15
4	Submittal List	12
5	Final 100% CDs	113
6	Closeout and Operations Maintenance Requirements	2
7	DOL Wage Determination, Box Elder County – UT20260081 05.17.2026	5
8	Past Performance Questionnaire	5
9	Limitations on Subcontracting	1

(END OF SECTION J)

PART IV – REPRESENATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

52.252-1 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 http://www.acquisition.gov.

(End of provision)

52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2024)
52.203-18	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements -Representation (Jan 2017)
52.204-17	Ownership of Control of Offeror (Aug 2020)
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations – Representative (Nov 2015) – DEVIATION (May 2026)
52.223-1	Biobased Product Certification (May 2024) - DEVIATION (May 2026)
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts (May 2024) DEVIATION (May 2026)

Provisions Incorporated by Full Text:

52.204-90 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2025)

(a) Definitions. As used in this provision—

"Covered telecommunications equipment or services," "reasonable inquiry," "roaming," "substantial or essential component," and "telecommunications equipment or services" have the meanings provided in the clause at FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) Representation. The Offeror represents that—

☐ (1) It **does** provide covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

☐ (2) It **does not** provide covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) Disclosure. If the Offeror checked paragraph (c)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(1) For covered equipment—

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) An explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition referenced in FAR 52.204-25.

(2) For covered services—

(i) If the service is related to item maintenance: A description of the item being maintained (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and

(iii) An explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition referenced in FAR 52.204-25.

(End of provision)

52.209-5 Certification Regarding Responsibility Matters (Aug 2020) – DEVIATION (May 2026)

(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals–

(A) **Are** ☐ **are not** ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) **Have** ☐ **have not** ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) **Are** ☐ **are not** ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) **Have** ☐ **have not** ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror **has** ☐ **has not** ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in

addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 Information Regarding Responsibility Matters (Oct 2018) – DEVIATION (May 2026)

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

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

Federal contracts and grants with total value greater than $10,000,000 means—

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016) – DEVIATION (May 2026)

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

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

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

(b) The Offeror represents that–

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

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

(End of provision)

52.209-13 Violation of Arms Control Treaties or Agreements – Certification (Nov 2021) – DEVIATION (May 2026)

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

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

__ (1) The Offeror certifies that–

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

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United

States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless—

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

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

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

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

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

(End of provision)

52.219-1 Small Business Program Representations (Feb 2024) – DEVIATION (Jan 2026)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are

economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-

(1)

(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran or;

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern—

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

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

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is **236220**.

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

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

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

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

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

(c) *Representations.*

(1) The offeror represents as part of its offer that—

(i) it ☐ **is,** ☐ **is not** a small business concern; or

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

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ☐ **is,**☐ **is not**, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ **is,** ☐ **is not** a women-owned small business concern.

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

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

(6) *Veteran-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

(7) *SDVOSB concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.*] The offeror represents as part of its offer that it □ is, □ is not an SDVOSB concern.

(8) *SDVOSB joint venture eligible under the SDVOSB Program*. [*Complete only if the offeror represented*

itself as a SDVOSB concern in paragraph (c)(7) of this provision]. The offeror represents as part of its offer that it ☐ **is**☐ **is not** a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:*__.]

(9) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It ☐ **is,** ☐ **is** not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It ☐ **is,** ☐ **is not** a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

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

(1) Be punished by imposition of fine, imprisonment, or both;
(2) Be subject to administrative remedies, including suspension and debarment; and
(3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.236-28 Preparation of Proposals – Construction (Oct 1997)

a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms; and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including-

(1) Lump sum price;
(2) Alternate prices;
(3) Units of construction; or
(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.
(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025) - DEVIATION (Mar 2026)

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

(b) *Unique entity identifier (UEI).*

(1) 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 UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) *Taxpayer identification*. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:

(1) Taxpayer identification number (TIN)

☐ TIN: _____;
☐ TIN has been applied for; or
☐ TIN is not required because:
☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
☐ Offeror is an agency or instrumentality of a foreign government; or
☐ Offeror is an agency or instrumentality of the Federal Government.

(2) Type of organization

☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt);
☐ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4; or
☐ Other.

(3) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or
☐ Name and TIN of common parent:

Name: _____
TIN: _____

(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).

(d) Commercial and Government Entity (CAGE) code.

(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	**Then…**
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for—

(i) Its immediate owner(s), if any;

(ii) Its highest-level owner, if any; and

(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	**CAGE Code**	**Legal Business Name**
Immediate owner		
Highest-level owner		
Predecessor*		

* Predecessor CAGE code may be marked "Unknown."

(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERS

52.252-1 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 http://www.acquisition.gov.

(End of provision)

52.204-7	System for Award Management – Registration (Nov 2024) – DEVIATION (MAR 2026)
52.204-16	Commercial and Government Entity Code Reporting (Aug 2020)
52.204-22	Alternative Line-Item Proposal (Jan 2017)
52.211-6	Brand Name or Equal (Aug 1999)
52.214-34	Submission of Offers in the English Language (Apr 1991)
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)
52.215-1	Instructions to Offerors – Competitive Acquisition (Nov 2021) – DEVIATION*
52.225-10	Notice of Buy American Requirement – Construction Materials (May 2014)

Provisions by Incorporated by Full Text:

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

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

(End of provision)

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

(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)

52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
3.8%	*6.9%*

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and

(3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the-

(1) Name, address, and telephone number of the subcontractor;
(2) Employer's identification number of the subcontractor;
(3) Estimated dollar amount of the subcontract;
(4) Estimated starting and completion dates of the subcontract; and
(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Promontory, Utah, Box Elder County.

(End of provision)

52.228-1 Bid Guarantee (Sep 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

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

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

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

(c) The amount of the bid guarantee shall be **20 percent** of the bid price or **$3,000,000.00**, whichever is less.

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

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

(End of provision)

52.236-27 Site Visit (Construction) (Feb 1995), Alt I (Feb 1995)

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

(b) An organized site visit will be conducted. The date, time, location, and any attendance requirements will be provided by amendment to this solicitation.

(End of provision)

52.237-10 Identification of Uncompensated Overtime (Mar 2015)

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

"Adjusted hourly rate (including uncompensated overtime)" is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week which includes uncompensated overtime hours over and above the standard 40-hour work week. For example, 45 hours proposed on a 40-hour work week basis at $20 per hour would be converted to an uncompensated overtime rate of $17.78 per hour ($20.00 x 40 divided by 45 = $17.78).

"Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(b)(1) Whenever there is uncompensated overtime, the adjusted hourly rate (including uncompensated overtime), rather than the hourly rate, shall be applied to all proposed hours, whether regular or overtime hours.

(2) All proposed labor hours subject to the adjusted hourly rate (including uncompensated overtime) shall be identified as either regular or overtime hours, by labor categories, and described at the same level of detail. This is applicable to all proposals whether the labor hours are at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of provision)

52.252-5 Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any Department of Interior (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

NOTE: The provision DEVIATION noted with an asterisk (*) is associated with the Revolutionary FAR Overhaul (RFO). Approval by the Department of the Interior is currently pending.

1452.215-71 Use and Disclosure of Proposal Information - Department of the Interior (Apr 1984)

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

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

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

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:
"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:
"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

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

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

exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

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

(End of provision)

1452.233-2 Service of Protest Department of the Interior (Jul 1996) – DEVIATION (Jul 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer at Stacy_Vallie@ios.doi.gov by obtaining written and dated acknowledgment of receipt from Stacy Vallie, Contracting Officer.

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

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to:

Department of the Interior Assistant Solicitor
Acquisitions and Intellectual Property
1849 C Street, NW., Room 6511
Washington, DC 20240

(End of provision)

1452.236-71 Additive or Deductive Items – Department of the Interior (Jun 1996)

So that the Government may obtain the most desirable features of work within the limit of its funds available at time of bid evaluation, award may be made to the bidder having the lowest total of the base bid and a combination of additive and deductive items. All bids shall be evaluated on the basis of the same additive and deductive bid items using the order of priority of the items listed in the schedule.

(End of provision)

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS:

To ensure the timely and equitable evaluation of proposals, offerors shall follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, technical requirements, and evaluation factors. The offeror shall submit all information requested in this section of the Request for Proposal (RFP) by the exact time specified for receipt of proposals. Proposals received in response to this RFP will not be publicly opened. Failure to comply with any requirement may result in the offer being determined ineligible for award.

North American Industry Classification System (NAICS) code and small business size standard. The NAICS code for this acquisition is **236220** with a size standard of **$45 M**.

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

The direct SAM website for registration is https://sam.gov/. If you have any registration questions or need assistance, please call the SAM helpdesk. You may also receive assistance by contacting the Apex Accelerator nearest you on their website https://www.apexaccelerators.us/#/

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

In accordance with FAR 36.209, all firms, prime contractors or subconsultants, involved in developing the design or specifications for this construction solicitation are not eligible and prohibited from receiving any part of this construction award. Proposals from or containing firms under these circumstances will not be considered for award.

A) OFFER DUE DATE:

To be considered for award, all proposals for this solicitation must be received no later than the **date and time noted in Block 13a of the SF1442** unless changed by amendment. Offerors are responsible for submitting proposals to reach the Government office designated in the solicitation by the time specified in the solicitation. Offerors should consider and account for potential delays in transmissions between when an electronic submission is submitted and when an electronic submission is received. Late proposals will not be accepted.

B) QUESTIONS:

Contractor questions regarding this solicitation will be accepted in writing by emailing stacy_vallie@ios.doi.gov. All questions shall be received **no later than five business days prior to the RFP due date** to be considered.

C) PREPARATION/SUBMISSION REQUIREMENTS:

Offerors shall prepare proposals in accordance with the instructions contained in this section. The Government will evaluate proposals solely in accordance with the evaluation factors and subfactors set forth in Section M of this solicitation. Proposal submissions shall clearly demonstrate the Offeror's capabilities, experience, technical approach, and overall ability to successfully perform the requirements of this solicitation.

The proposal instructions contained in this section are intended to correspond directly to the evaluation factors identified in Section M. Offerors are responsible for submitting sufficiently detailed information to allow the

Government to evaluate the proposal against all stated evaluation criteria. Failure to provide the requested information may result in the proposal being evaluated less favorably or determined unacceptable.

Where Section L references project relevance, similarity, scope, magnitude, complexity, performance quality, or performance risk, such terms shall have the same meaning and application as described in Section M and the Source Selection Plan (SSP). The Government will conduct a qualitative assessment using adjectival ratings and will not apply numerical scoring or undisclosed weighting methodologies.

In the event of any inconsistency between proposal preparation instructions and evaluation criteria. Section M shall govern the evaluation of proposals.

1. Proposals shall be submitted via email to the Contracting Officer at stacy_vallie@ios.doi.gov. Proposals submitted via any means other than email shall not be accepted.

2. The subject line for all proposal submissions shall contain the solicitation number and project name and volume number. Proposal shall be sent in two separate Volumes I and II.

    - Volume I – Non-Price Proposal (PDF format; Factors 1-5)
    - Volume II – Price Proposal (PDF format; Factor 6)

    Evaluation factors are as follows:

    - Factor 1 – Past Performance
    - Factor 2 – Project Experience
    - Factor 3 – Key Personnel Experience
    - Factor 4 – Schedule
    - Factor 5 – Safety
    - Factor 6 – Price

3. If either volume exceeds the email size limitation and must be submitted in multiple emails, Offerors shall clearly identify each email in the subject line (e.g., “1 of 3,” “2 of 3,” etc.). The total size of each email, including all attachments, shall not exceed 25 MB. Offerors are responsible for ensuring compliance with this limitation.

4. Proposal pages shall be formatted on 8½" x 11" paper. Foldout pages used exclusively for charts, tables, schedules, or diagrams may be submitted on pages not exceeding 11" x 17".

D) PROPOSAL CONTENTS:

<u>FACTOR 1 – PAST PERFORMANCE</u>:

Offerors shall submit Past Performance information for the same projects submitted under Factor 2 (Project Experience), if available.

Offerors shall submit up to three (3) recent and relevant projects demonstrating quality performance on contracts similar in scope, magnitude, and complexity to this solicitation.

For each project submitted, provide:

- Project title and location
- Contract number (if applicable)
- Client/owner name and point of contact
- Contract value

- Completion date
- Description of work performed
- Offeror's role
- Description of schedule, quality, safety, and management performance

If available, Offerors should submit CPARS evaluations in lieu of questionnaires.

Offerors shall also:

Complete Sections A and B of the Past Performance Questionnaire and forward the questionnaire to the client reference. The reference shall be someone who was substantially involved with the project and can provide a complete, objective assessment of your performance. Direct them to complete and submit the survey to stacy_vallie@ios.doi.gov by the due date and time for proposal receipt. Also include the complete questionnaires as part of Volume I.

Submit a narrative addressing any adverse past performance issues and corrective actions taken.

The Government may use information obtained from submitted references, CPARS, Government databases, or other sources.

If an Offeror does not possess recent or relevant past performance, the Offeror will receive a Neutral Confidence assessment and will not be evaluated favorably or unfavorably.

FACTOR 2 – PROJECT EXPERIENCE:

Offerors shall submit up to three (3) recent and relevant project examples demonstrating experience performing projects similar in scope, magnitude, complexity, and technical requirements to this solicitation. Projects completed within the past five (5) years are eligible.

Projects submitted should demonstrate experience involving:

- Renovation, alteration, expansion, or rehabilitation of occupied public-use buildings.
- Visitor centers, museums, interpretive facilities, educational facilities, administrative buildings, or similar public facilities.
- Exhibit installation, exhibit renovation, or interior reconfiguration.
- Architectural renovations and finish upgrades.
- Mechanical, electrical, audiovisual, and building system modifications.
- Construction performed in occupied or operational facilities.
- Coordination with multiple stakeholders while maintaining public access and facility operations.
- Phased construction and visitor/public safety considerations.

Projects valued between approximately **$2 million and $4 million** are considered most relevant.

The Government prefers projects involving National Park Service facilities, visitor centers, museums, interpretive facilities, cultural facilities, or other highly visited public-use facilities that remained operational during construction.

Submit project examples using the Project Experience Form and include in Volume I. A separate form shall be submitted for each project.

The Government prefers that Offerors submit the same projects under this factor as those submitted under Factor 1.

FACTOR 3 – KEY PERSONNEL EXPERIENCE:

Offerors shall submit resumes and supporting experience information for the following proposed key personnel identified in Section H:

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

Resumes shall include:

- Relevant project experience
- Dates of experience
- Project descriptions
- Dollar value of projects
- Role performed
- Relevant certifications and training

At a minimum, proposed key personnel shall meet the following qualifications:

- Project Manager: Minimum five (5) years managing construction projects valued at $2 million or greater.
- Superintendent: Minimum five (5) years of field supervision experience.
- Quality Control Supervisor: Minimum three (3) years of construction quality control experience.
- On-Site Safety Supervisor: Demonstrated experience implementing construction safety programs.

FACTOR 4 - SCHEDULE:

Offerors shall submit a proposed construction schedule specific to this project, demonstrating completion within the required period of performance. Proposed schedule shall consider all restrictions in accordance with the plans and specifications.

Offerors shall demonstrate an understanding of maintaining visitor center operations and public access during construction. The proposed schedule should address sequencing of exhibit demolition and installation, phased renovation of public and administrative areas, building expansion activities, HVAC and electrical system modifications, and procurement of exhibit and audiovisual components.

The schedule shall:

- Be submitted in Microsoft Project Gantt Chart format
- Assume a Notice to Proceed date of September 14, 2026
- Include at least twenty (20) discrete activities
- Identify the critical path
- Include major milestones and phases
- Identify long lead items
- Include predecessor and successor relationships
- Account for restrictions identified in the plans and specifications

Offerors shall also submit a schedule narrative describing:

- Schedule logic
- Critical path activities
- Key assumptions and constraints

- Risk mitigation strategies
- Coordination and sequencing approach

FACTOR 5 - SAFETY:

Offerors shall submit:

- An overview of the company safety program
- Project-specific safety procedures and risk mitigation measures
- OSHA 300A logs for the previous three (3) calendar years
- Current EMR documentation from the insurance provider
- Resume and certifications for the proposed On-Site Safety Supervisor
- A Visitor Safety Plan addressing public protection and site operations during construction

The Visitor Safety Plan shall address:

- Maintaining safe public access to the visitor center and interpretive areas.
- Separation of construction activities from visitors and staff.
- Temporary wayfinding and visitor routing.
- Dust, noise, and vibration control.
- Protection of exhibits, collections, and government property.
- Coordination with National Park Service staff and concession operations.
- Emergency response procedures.
- Construction staging and material delivery controls.
- Protection of visitors, staff, contractors, exhibits, and retail operations during construction activities.

FACTOR 6 – PRICE:

Offerors shall submit:

- A completed price schedule
- Supporting price breakdown information
- Pricing for all base and option line items

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

ii. ORGANIZATION: Combine all contents into one document package, titled "Volume II – Price Proposal."

Contents shall include the following:

a. Complete Solicitation Form SF1442 blocks 14 through 20c.

b. Acknowledgement of all solicitation amendments in block 19 of the SF1442 or sign the amendment SF30 and provide it with proposal package in this portion of their proposal.

c. Price: Provide pricing found in Section B - Price Schedule. Total price shall be cited and be the same amount list on Solicitation Form SF1442 in block 17. Round all pricing to the nearest dollar. Alternate pricing and alternate proposals will not be accepted. The resultant contract will be awarded as firm-fixed price (FFP). For price evaluation, submit a completed price schedule and a breakdown of all line items.

d. Completed Provisions 52.204-90, 52.209-5, 52.209-7, 52.209-11, 52.209-13, 52.219-1, 52.240-90 in SECTION K and others as applicable.

e. Offeror shall submit a Standard Form 24 in accordance with FAR 52.228-1 - Bid Guarantee (Sep 1996). The bid guarantee amount shall be at least 20 percent of the bid price but shall not exceed $3M.

f. Offeror shall submit a SAM.gov printout of their Representations and Certifications from http://www.sam.gov. SAM registration is required to have a status of "active" to receive an award of a contract. NOTE: Your company must be registered in the System for Award Management (SAM) and be considered a small business for the size standard associated with the NAICS code stated above/utilized throughout this solicitation - this registration must have an "active" status in SAM, NO EXCEPTIONS, at the time of RFP submission close date.

g. Completed Limitation on Subcontracting Report Template

(END OF SECTION L)

SECTION M – EVALUATION FACTORS FOR AWARD

52.217-4 Evaluation of Options Exercised at Time of Contract Award (Nov 2023) (Deviation*)

Except when it is determined in accordance with FAR 17.202(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

(End of provision)

Basis for Award:

The Government will evaluate proposals in accordance with the evaluation factors and criteria set forth in this solicitation and FAR 15.304.

The Government intends to award one contract resulting from this solicitation to the responsible Offeror whose proposal represents the best overall value to the Government.

The Government will conduct a best-value tradeoff evaluation using an integrated assessment of each proposal's non-price merits, performance risk, and proposed price.

Greater consideration may be given to proposals demonstrating successful experience renovating visitor centers, museums, interpretive facilities, and other occupied public-use facilities while maintaining operations and visitor access.

The Government may determine that a proposal offering technical, management, experience, schedule, safety, or performance advantages warrants payment of a higher price. Conversely, the Government may determine that a lower-priced proposal represents the best overall value to the Government.

The Government will not use a mechanical scoring formula, numerical weighting methodology, or predetermined ranking system in making the award decision.

Adjectival ratings will be applied to the non-price evaluation factors. The Government will consider the relative strengths, weaknesses, deficiencies, risks, and benefits associated with each proposal in performing the best-value tradeoff analysis.

Award will be made to the responsible Offeror whose proposal is determined to provide the best overall value to the Government, considering all evaluation factors.

Relative Importance of Evaluation Factors:

When combined, all non-price evaluation factors are approximately equal in importance to price. Among the non-price factors, Past Performance and Project Experience are more important than Key Personnel Experience, Schedule, and Safety.

The Government will conduct an integrated assessment and best-value tradeoff evaluation of proposals. Award will not be made using a mechanical scoring formula or numerical weighting methodology. Instead, the Government will use qualitative adjectival ratings supported by identified strengths, weaknesses, deficiencies, and performance risk assessments in determining which proposal represents the best value to the Government.

The evaluation factors are:

1. Past Performance
2. Project Experience
3. Key Personnel Experience

4. Schedule
5. Safety
6. Price

FACTOR 1: PAST PERFORMANCE:

The Government will evaluate the quality of the Offeror's past performance and the degree of confidence the Government has in the Offeror's ability to successfully perform the requirements of this solicitation.

The evaluation will consider:

- Quality of prior contract performance
- Management effectiveness
- Timeliness of performance
- Cost control
- Regulatory compliance
- Safety performance
- Problem resolution
- Customer satisfaction

The Government will evaluate the recency, relevance, and quality of past performance information to assess the likelihood of successful contract performance and the degree of performance risk associated with the proposal.

Past performance information may be obtained from the Offeror's submitted references, CPARS, Government databases, and other sources deemed relevant by the Government.

Greater consideration may be given to past performance information associated with projects similar in scope, magnitude, complexity, and technical requirements to this solicitation, including projects involving occupied public-use facilities, visitor centers, museums, interpretive facilities, phased renovations, exhibit installations, and projects requiring maintenance of ongoing operations and public access.

This factor will be evaluated separately from Factor 2 (Project Experience), which assesses the relevance and similarity of prior projects rather than the quality of performance.

If an Offeror does not possess recent or relevant past performance, the Offeror will receive a Neutral Confidence assessment and will not be evaluated favorably or unfavorably.

NOTE: The Government prefers that Offerors submit the same projects under this factor as those submitted under Factor 2 (Project Experience).

FACTOR 2 – PROJECT EXPERIENCE:

The Government will evaluate the Offeror's demonstrated experience performing projects similar in scope, magnitude, complexity, and technical requirements to this solicitation. This factor evaluates the extent to which the Offeror has successfully completed projects involving comparable construction activities, project conditions, coordination requirements, and operational constraints within the past five (5) years and valued between $2 million and $4 million.

The evaluation will focus on the similarity and relevance of the submitted projects to the work required under this solicitation, including:

- Scope and type of construction work performed;
- Project magnitude and dollar value;
- Complexity of construction activities;

- Experience working in occupied or public-use facilities;
- Coordination with multiple stakeholders;
- Phasing and scheduling constraints;
- Visitor safety and operational continuity considerations; and
- Overall technical capability to successfully perform the required work.

Projects involving the following may receive greater consideration:

- Visitor center renovations.
- Museum or exhibit space renovations.
- Exhibit fabrication and installation.
- Building additions and enclosure modifications.
- Administrative office renovations.
- Mechanical and HVAC renovations.
- Electrical and audiovisual upgrades.
- Occupied facility renovations.
- National Park Service facilities and other public-use federal facilities.

Projects demonstrating a high degree of similarity to the requirements of this solicitation, particularly projects involving visitor centers, public-use facilities, national parks, or other high-profile occupied environments, may provide the Government with increased confidence in the Offeror's likelihood of successful performance and may support a more advantageous overall evaluation assessment.

This factor will be evaluated on the relevance and technical similarity of prior projects and does not evaluate the quality of past contract performance, which is evaluated separately under Factor 1 (Past Performance).

The Offeror shall provide documentation including project scope, contract value, completion date, and the Offeror's role as the prime contractor for each submitted project example.

The Government will evaluate the extent to which the Offeror demonstrates experience as the **prime contractor** on a minimum of **two (2)** construction projects completed within the past **five (5) years** that meet the following requirements:

1. Each project shall have a construction value of at least $1 million. Projects valued between $2 million and $4 million are considered most relevant to this requirement; however, projects with a value of at least $1,000,000 may be submitted for evaluation.
2. Each project shall involve renovation, alteration, expansion, rehabilitation, or modernization of occupied public-use facilities such as visitor centers, museums, educational facilities, administrative buildings, interpretive facilities, or similar structures.
3. At least one project shall demonstrate experience performing work in an occupied, operational, publicly accessible environment requiring coordination with facility staff, visitors, tenants, or other stakeholders.
4. At least one project shall demonstrate experience involving multiple construction disciplines, including architectural, structural, mechanical, electrical, audiovisual, exhibit, or building systems modifications.
5. The Offeror must have served as the prime contractor with overall responsibility for project management, scheduling, quality control, safety, and subcontractor coordination.
6. The projects must have been substantially completed by the proposal due date.

The Government will evaluate the relevance and similarity of submitted projects beyond the minimum requirements. Offerors are responsible for providing sufficient information to enable the Government to assess the experience submitted.

NOTE: It is the Government's preference that the same projects submitted under this factor also be submitted for evaluation under the Past Performance factor. Projects determined to be more relevant under this factor may receive greater weight in the Past Performance evaluation.

The Government will evaluate the degree of relevance, similarity, and complexity of submitted projects, with greater consideration given to projects that exceed the minimum experience characteristics described above. Failure to provide the requested project information, including project scope, contract value, completion date, and the Offeror's role as prime contractor, may adversely affect the Government's ability to evaluate the proposal and may result in a less favorable evaluation.

FACTOR 3 – KEY PERSONNEL EXPERIENCE:

The Government will evaluate the qualifications, relevant experience, technical capability, and demonstrated performance of the Offeror's proposed key personnel in performing projects similar in scope, magnitude, complexity, and technical requirements to this solicitation.

Evaluation will focus on the extent to which the proposed personnel demonstrate successful experience managing and executing construction projects involving:

- Occupied public-use facilities;
- Visitor centers, museums, interpretive facilities, or similar public buildings;
- Interior renovations, building modifications, and phased construction activities;
- Exhibit installation, exhibit renovation, or exhibit-related construction;
- Mechanical, electrical, audiovisual, and building system upgrades;
- Visitor safety, operational continuity, and public access considerations; and
- Coordination with facility staff, multiple stakeholders, subcontractors, and ongoing operations.

The Government will evaluate the proposed personnel's management capability, technical expertise, coordination and communication skills, problem-solving ability, quality control experience, and safety management experience to assess the likelihood of successful contract performance and associated performance risk.

Key personnel demonstrating recent and relevant experience on projects valued approximately between $2 million and $4 million, with responsibilities substantially similar to those required under this solicitation, may be evaluated more favorably. Additional consideration may be given to personnel with experience performing work at National Park Service facilities, visitor centers, museums, public recreation facilities, or other highly visited and operational public-use environments.

At a minimum, proposed key personnel shall meet the following qualifications:

- **Project Manager:** Minimum of five (5) years of experience managing construction projects valued at $2 million or greater.
- **Superintendent:** Minimum of five (5) years of field supervision experience.
- **Quality Control Supervisor:** Minimum of three (3) years of construction quality control experience.
- **On-Site Safety Supervisor:** Demonstrated experience implementing construction safety programs.

Failure to demonstrate the minimum qualifications identified above may reduce the Government's confidence in the Offeror's ability to successfully perform the work and may result in a less favorable evaluation under this factor.

FACTOR 4 – SCHEDULE:

The Construction Schedule will be evaluated to assess the Offeror's planning, coordination, scheduling, sequencing, and reporting approach for execution of the work. The schedule shall demonstrate the Offeror's ability to effectively manage contract performance, monitor progress, coordinate activities, evaluate changes, and support progress payment administration. The schedule shall incorporate contract dates, project phases, milestones, occupancies, holidays, weather considerations, critical path activities, and applicable requirements of the plans and specifications.

Offerors shall demonstrate an understanding of maintaining visitor center operations and public access during construction. The proposed schedule should address sequencing of exhibit demolition and installation, phased renovation of public and administrative areas, building expansion activities, HVAC and electrical system modifications, and procurement of exhibit and audiovisual components.

At a minimum, the proposed construction schedule shall:

- Be submitted in Microsoft Project Gantt Chart format;
- Assume a Notice to Proceed date of September 14, 2026;
- Identify the critical path;
- Include at least twenty (20) discrete activities;
- Identify major milestones and phases;
- Identify long lead procurement items;
- Include logical predecessor and successor relationships; and
- Demonstrate completion within the required period of performance.

The Government will evaluate the extent to which the construction schedule and accompanying narrative:

- Demonstrate clear, logical, and efficient critical path development and activity sequencing;
- Address procurement lead times, subcontractor and trade coordination, on-site storage and staging constraints, and resource and time limitations;
- Reflect an understanding of and compliance with all restrictions and requirements identified in the plans and specifications; and
- Demonstrate effective planning, coordination, and risk mitigation supporting successful completion within the required period of performance.

Schedules that fail to include the minimum required elements identified above may increase the Government's assessment of performance risk and may be evaluated less favorably.

Schedules demonstrating a comprehensive, realistic, and well-coordinated approach to project execution may be evaluated more favorably as presenting lower performance risk and a greater likelihood of successful contract performance. Conversely, schedules that do not adequately demonstrate these attributes may be evaluated less favorably due to increased performance risk.

FACTOR 5 - SAFETY:

Safety information will be evaluated based on the Offeror's demonstrated understanding of project-specific safety risks, the effectiveness of proposed risk mitigation measures, the quality and comprehensiveness of the Offeror's safety program, and the qualifications and capabilities of proposed safety personnel. Greater consideration may be given to submissions that demonstrate a thorough and project-specific approach to safety planning and hazard mitigation. The Government will also consider the Offeror's safety record, including OSHA 300A incident data and Experience Modification Rate (EMR) values. Lower incident rates and EMR values may be evaluated more favorably than higher rates or values. Submissions that do not demonstrate a clear and effective safety approach, or that reflect comparatively poorer safety performance, may be evaluated less favorably.

The Visitor Safety Plan shall address:

- Maintaining safe public access to the visitor center and interpretive areas.
- Separation of construction activities from visitors and staff.
- Temporary wayfinding and visitor routing.
- Dust, noise, and vibration control.
- Protection of exhibits, collections, and government property.
- Coordination with National Park Service staff and concession operations.
- Emergency response procedures.

- Construction staging and material delivery controls.
- Protection of visitors, staff, contractors, exhibits, and retail operations during construction activities.

The Visitor Safety Plan will be evaluated based on the Offeror's approach to maintaining visitor and staff safety during project execution, including public access controls, site separation measures, communication procedures, temporary routing and barriers, visitor and staff protection procedures, and operational coordination measures.

Greater consideration may be given to plans that demonstrate a clear, comprehensive, and project-specific approach to minimizing safety risks and operational disruptions.

Failure to submit the required information as stated above, such as OSHA, EMR and safety qualification documentation, may result in a less favorable evaluation under this factor.

FACTOR 6 - PRICE:

Proposed pricing will be evaluated for fairness and reasonableness. Price reasonableness may be determined through comparison with competitive pricing, the Independent Government Estimate (IGE), historical pricing information, and any other price analysis techniques deemed appropriate by the Government.

Proposed pricing that differs significantly from competing offers or the IGE may be evaluated to assess the Offeror's understanding of the contract requirements and the potential performance risk associated with the proposal.

If the Price Schedule includes multiple Contract Line-Item Numbers (CLINs), the Government may evaluate proposed pricing for unbalanced pricing in accordance with FAR 15.404-1(g). If the Government determines that unbalanced pricing exists, it may consider the associated performance and cost risks in its evaluation and award decision. For purposes of evaluation and tradeoff consideration, the total evaluated price will include all options, regardless of whether the options are ultimately exercised.

Failure to submit pricing for all base CLINs, including any required CLIN breakdowns, may render the proposal ineligible for award because the Government may be unable to evaluate the proposal's total price.

(END OF SECTION M)

END OF SOLICITATION