


SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140P6323B0003	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 05/11/2023	PAGE OF PAGES 1 48	

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

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 0040611700	6. PROJECT NO.
7. ISSUED BY NPS, MWR - NEKOTA MABO DOI, NPS, MWR - NEKOTA MABO 820 Columbus St Rapid City SD 57701	CODE PMN	8. ADDRESS OFFER TO Joanie Brzezinski joan_brzezinski@nps.gov Virtual Bid Opening-Electronic IFB See Below for Details	
9. FOR INFORMATION CALL: 	a. NAME Joan Brzezinski	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 605-574-0515	

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 no., date)

This solicitation is a Virtual Sealed Bid. This is an electronic Invitation for Bid (IFB) for construction work at (IFB) for construction work at Fort Union Trading Post National Historic Site. The resulting contract to be firm fixed price. The complete specifications, drawings, provisions, and clauses are available on <http://www.sam.gov>. Please replace any mention of "substantial completion" with "final completion" throughout the entire specification document. The work consists of replacement of the existing liquid propane fueled steams system with a hot water boiler system. New unit heaters and system shall meet the existing and future needs at the fleet shop. The new system shall be upgraded to be in compliance with NFPA, NEC, and State of North Dakota requirements respectively.

Virtual Bid Opening Information:

Date: June 14, 2023

Time: 1:30 p.m. Mountain Daylight Time (MDT)

Conference Toll Free Number: 1-877-389-2292

Passcode: 9990102

PROJECT LOCATION: Fort Union Trading Post National Historic Site located on State Highway 1804 near Williston, North Dakota

Continued ...

11. The Contractor shall begin performance <u>210</u> calendar days and complete it within <u>10</u> calendar days after receiving <u>52.211-10</u> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See <u>52.211-10</u> .)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>06/14/2023</u> (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 <input checked="" type="checkbox"/> is, <input type="checkbox"/> 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 <u>90</u> 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)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than item 14.)
CODE	FACILITY CODE

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. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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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 <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
26. ADMINISTERED BY NPS, MWR - NEKOTA MABO DOI, NPS, MWR - NEKOTA MABO 820 Columbus St Rapid City SD 57701	27. PAYMENT WILL BE MADE BY	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> 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,	<input type="checkbox"/> 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) Joan Brzezinski
30b. SIGNATURE	30c. DATE
	31b. UNITED STATES OF AMERICA BY
	31c. DATE

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>MAGNITUDE OF PROJECT: Between \$500,000 and \$1,000,000.</p> <p>BONDS: A bid guarantee is required 20%. Bid bond is required to be submitted on a Standard Form 24. Performance and Payment bonds/protection in the amount of 100% of final contract award amount.</p> <p>NAICS: The associated NAICS code is 237110, Water and Sewer Line and Related Structures. The small business size standard is \$45 Million.</p> <p>IMPORTANT NOTICE: Businesses registered in the System for Award Management (SAM.gov) must update their SAM registration in order to have their small business status updated based on the new size standards effective March 17, 2023. Until the SAM registration is updated, the SAM profiles will continue to display the small business status under the old size standards.</p> <p>NOTICE OF SET ASIDE: This project is set-aside for 100% Total Small Business Set-Aside.</p> <p>SCHEDULE: The Government anticipates that work will be completed in 210 calendar days with work beginning in late August/early September 2023. The final performance period start date is contingent on issuance of Notice to Proceed.</p> <p>SITE VISIT: A site visit is highly encouraged. A site visit is scheduled for May 23, 2023, at 10:00 A.M. Central Daylight Time (CDT). Fort Union Trading Post National Historic Site 15476 Highway 1804 Williston, North Dakota. For more details, see provision 52.236-27, Site Visit (Construction), Alternate 1.</p> <p>WAGE RATES: Wage Rate Requirements (Construction) (formerly known as the Davis Bacon Act) are incorporated into the terms and conditions as an attachment. Please note that Executive Order 14026 applies to this contract.</p> <p>The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on the wage determination, if it is Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>higher) for all hours spent performing on contract 2023.</p> <p>SYSTEM FOR AWARD MANAGEMENT (SAM): The successful offeror must be registered in SAM and have current online Representations and Certifications. Please access http://www.sam.gov to update your records prior to submitting final offer.</p> <p>METHOD AND INSTRUCTIONS FOR SUBMITTING OFFER: Refer to Section B, Bid Schedule, and Section L, Instructions, Conditions, and Notices to Offerors or Respondents. Complete bid package shall be emailed directly to the Contract Specialist.</p> <p>QUESTIONS: All questions pertaining to this solicitation shall be submitted IN WRITING via email joan_brzezinski@nps.gov. All questions must be submitted in writing no later than 3 days following the scheduled site visit. Delivery: 210 Days After Notice to Proceed Delivery Location Code: 0009060374 NPS, MWR, Fort Union Trading P 15476 HWY 1804 Williston ND 58801 US</p>				
00010	<p>Sewer Renovations Construction Visitor Center/Housing in accordance with attached specification and drawings. Product/Service Code: Z2ND Product/Service Description: REPAIR OR ALTERATION OF SEWAGE AND WASTE FACILITIES</p>				

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Part I The Schedule**Section A Solicitation/Contract Form**

Invitation for Bids (IFB) are issued on a Standard Form (SF) 1442, Solicitation, Offer, and Award document. Reference [DIAR 1436.270-1 Uniform contract format](#).

Special Notice for Bidders

Signing of the bid shall be deemed to be a representation by the bidder that:

- 1.) Bidder is a construction contractor who owns, operates, or maintains a place of business, regularly engaged in the work described herein; or
- 2.) If newly entering into a construction activity, bidder has made all necessary arrangements for personnel, construction equipment, and required licenses to perform construction work as specified; and
- 3.) Upon request, prior to award, bidder will promptly furnish to the Government a statement of facts in detail as to bidder's previous experience (including recent and current contracts), organization (including company officers), technical qualifications, financial resources and facilities available to perform the contemplated work.

Section B Bid Schedule

Preparation of Bids: The Government will not be responsible for any costs incurred by offeror in the research, preparation, or submission of its bid.

- Complete Standard Form (SF) 1442: Offeror is to complete Blocks 14 through 20. Bidders shall include their SAM registered UEI number in Block 14 of the SF1442 when submitting their offer.
- Indicate the **lump sum (total) proposal price** in Block 17. **All pricing to be rounded to the nearest dollar.** A detailed breakdown of the offeror's proposal price (e.g., labor, materials, profit, overhead, and other pricing elements) may be requested.
- Offeror must include original signatures of individual(s) authorized to sign for the company in accordance with FAR 4.102.
- Offeror must submit a completed Limitations in Subcontracting worksheet with the bid.
- Bidders must acknowledge all solicitation amendments when submitting final bids.
- Bid Guarantee must be provided electronically. **Please note: Scanned copy of your official bid bond must reflect identifiable seal, if required and Power of Attorney seal. If seal is not identifiable, on the Bid Bond (if required) and/or Power of Attorney, bid will be determined non-responsive and will be rejected.**
- Virtual Bid Opening: Bid packages will only be accepted by email. All bids 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 bids **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 bids will not be accepted.**
 - The Government will not be responsible for any failure attributable to the transmission or receipt of the electronic proposal including, but not limited to, the following:
 1. Receipt of garbled or incomplete bid
 2. Availability or condition of the receiving IT equipment.
 3. Incompatibility between the sending and receiving equipment.

4. Delay in transmission or receipt of bid.
5. Failure of the offeror to properly identify the bid.
6. Illegibility of bid.
7. Security of bid data.
8. Size Limits:
 - The total size limit of each email containing all attachments cannot/shall not exceed 100MB; so please ensure that the total size limit of individual attachments in the email conform with the size limitation for the total email attachment limit.

Section C Specifications/Drawings

“Specifications and other supporting documents are attached and incorporated herein. Refer to Section J.”

Please replace any mention of “substantial completion” with “final completion” throughout the entire specification document.

Section D Packaging and Marking

Not Applicable

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)

Addendum to 52.246-12 Inspection of Construction (Aug 1996)

1. Prior to covering, enclosing, or hiding any of type work, the Contractor must contact the Government representative to perform an interim inspection. Failure to contact the Government representative perform an interim inspection prior to concealment may result in the Contractor being required to uncover performed work sufficiently to allow for proper inspection.

2. When ready for final inspection, the Contractor shall notify the CO and COR, requesting a final inspection in writing to the CO. The final inspection shall normally be requested a minimum of three (3) calendar days before the desired date or as otherwise negotiated with the Contracting Officer.

3. The final inspection will be onsite with the Contractor, the Contracting Officer's Representative, and Contract Specialist/Contracting Officer (when possible).

(End of addendum)

Section F Deliveries or Performance

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

52.211-10 Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within **10 calendar days** after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **210 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)

(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)

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

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

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

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

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

(End of clause)

Section G Contract Administration Data**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>.

(a) Contact Information:

The Contract Specialist/Contracting Officer administering the Contract:

Joanie M. Brzezinski
National Park Service, Interior Regions 3, 4, 5
NEKOTA Major Acquisition Buying Office
Telephone No. (605) 574-0515
Email: joan_brzezinski@nps.gov

(b) The Contracting Officer (CO) is the only person authorized to approve changes or modify any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the CO. In the event the contractor effects any such change at the direction of any person other than the CO, the change will be considered made without authority and no adjustment will be made in the contract price to cover increase in costs incurred as a result thereof.

(c) Contractual problems, of any nature, which might occur during the life of the contract, must be handled in conformance with very specific public laws and regulations (e.g., Federal Acquisition Regulation), and must be referred to the CO for resolution. Only the CO is authorized to formally resolve such problems. Therefore, the contractor is hereby directed to bring all such contractual problems to the immediate attention of the CO.

(d) Any request for contract changes/modifications shall be submitted to the CO.

(e) The contractor and the Government may agree to perform a no-cost field change. Field changes are made when the change appears to be mutually beneficial to all parties and would not require changing the negotiated line items. All field changes must be approved by the CO prior to execution.

(f) All correspondence concerning this contract, such as requests for information (RFI), explanation of terms, and contract interpretation, shall be submitted to the CO.

FINAL PAYMENT

Final payment will be made only after receipt of all payrolls to include subcontractors, SF 1413 Statement of Acknowledgement for each subcontractor, project schedule, updated progress reports, material submittals, test reports, as-built drawings, warranty of construction, release of claims and any other documents requested by the contracting office as applicable. Contractor must provide a signed copy of the 'Release of Claims' to the Contract Administrator upon submittal of final invoice.

AVAILABILITY OF UTILITIES SERVICES

Notwithstanding the provisions of contract clause FAR 52.236-14, Availability and Use of Utility Services, all reasonable required amounts of water, gas, electricity, etc., essential to contract performance shall be made available, at no cost to the contractor, from existing systems, outlets, and supplies. All temporary connections, outlets, and distribution lines as may be required will be installed by the contractor at the contractor's own expense.

UTILITIES CONSERVATION

The contractor will be required to participate in government energy conservation programs. For the purpose of this contract, utilities such as water, electricity, etc., will be furnished by the government at no cost to the contractor.

OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) INSPECTIONS

The contractor shall be subject to inspections under the OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

program by inspectors of the Department of Labor.

Submittal Process

- (a) This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- (b) Submittal List: A submittal list is included in the scope of work document. The intent is to provide an overall summary of submittal requirements and not a comprehensive list. The requirements of the scope of work and contract terms and conditions still apply regardless of what is shown on the submittal list.
- (c) Processing Time: Allow enough time for submittal review, including time for re-submittals. Time for review shall commence on Contracting Officer's receipt of submittal. No extension of the contract time will be authorized because of failure to transmit submittals enough in advance of the work to permit processing, including re-submittals. Allow 5 business days for review of each submittal and resubmittal. Allow additional time if coordination with subsequent submittals is required.
- (d) Transmittal: All material submittals shall be transmitted using National Park Service form CM-16 (attached). Package each submittal individually and appropriately for transmittal and handling. Submittals received from sources other than the Contractor will be returned without review.
- (e) The Contractor shall number each submittal sequentially. Revised submittals (resubmittals) shall include an appropriate revision number.
- (f) (f) Re-submit submittals until they are marked "Approved" or "Approved with notations." Use only final submittals with mark indicating "Approved" or "Approved with notations."

Request for Information (RFIs)

- (a) Immediately on discovery of the need for additional information or interpretation of the contract documents, Contractor shall prepare and submit an RFI utilizing the form provided by the CO (attached) or one created by the Contractor that is approved by the CO. The content of the RFI shall include a detailed description of elements requiring clarification. Include all relevant facts and circumstances in the RFI. The Contractor shall sequentially number each RFI.
 - (1) CO will not respond to RFIs submitted by other entities controlled by Contractor.
 - (2) Coordinate and submit RFIs in a prompt manner to avoid delays in the work.
- (b) Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - (1) RFI number, numbered sequentially.
 - (2) Date.
 - (3) RFI subject.
 - (4) Specification Section number and title and related paragraphs, as appropriate.
 - (5) Drawing number and detail references, as appropriate.
 - (6) Field dimensions and conditions, as appropriate.
 - (7) Contractor's suggested resolution. If Contractor's suggested resolution impacts the contract time or the contract amount, Contractor shall state impact in the RFI.
 - (8) Contractor's signature.
 - (9) Attachments: Include sketches, descriptions, measurements, photos, product data, shop drawings, coordination drawings, and other information necessary to fully describe items needing interpretation. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- (c) Contracting Officer's Action: CO will review each RFI, determine action required, and respond. CO will determine the critical nature of each RFI and issue a response accordingly. The following are not considered to be RFIs and will receive no action:

- (1) Requests for approval of submittals.
 - (2) Requests for approval of substitutions.
 - (3) Incomplete RFIs or inaccurately prepared RFIs.
- (d) CO's action on RFIs may result in the need for a change to the contract time or the contract amount. All contract changes will be processed following the terms and conditions of the contract.

Construction Schedule Requirements

After contract award and a minimum of 3 days prior to the Pre-Construction conference, submit a baseline schedule for the construction period. The purpose of the Construction Schedule is to ensure adequate planning, coordination, scheduling, and reporting during execution of the work by the Contractor. The Construction Schedule will assist the Contractor, Contracting Officer, and Contracting Officer Representative, in monitoring the progress of the work, evaluating proposed changes, and processing progress payments. Prepare the Construction Baseline Schedule to show the order in which the Contractor proposes to perform the Work, and the dates on which the Contractor contemplates starting and completing all activities required. Indicate the estimated duration, sequence requirements, and relationship of each activity in relation to other activities. Consider seasonal weather conditions in planning and scheduling all work influenced by high and low ambient temperatures, wind, or precipitation to ensure completion of all work within the contract time. Contractor shall be responsible for revising schedule to include any approved updates and/or revisions.

Schedule of Values

- (a) Breakdown each lump-sum item into component work activities used in the schedule, for which progress payments may be requested. The work activities broken out within the schedule of values shall be integrated into and made a logical part of the construction baseline schedule submitted under this specification. The total costs for the component work activities shall equal the contract price for that lump-sum item. The Contracting Officer may request data to verify accuracy of dollar values. Include mobilization, general condition costs, overhead and profit in the total dollar value of unit price items and in the component work activities for each lump-sum item. Do not include mobilization, general condition costs, overhead or profit as a separate item.
- (b) Do not break down unit price items. Use only the contract price for unit price items.
- (c) The total cost of all items shall equal the contract price. The Schedule of Values will form the basis for progress payments.
- (d) An acceptable Schedule of Values shall be agreed upon by the Contractor and Contracting Officer before the first progress payment is processed.

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. The COR for this contract will be:
 - (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 Local Clause)

Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (May 2016)

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

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

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

1. Copy of vendor invoice document in PDF format, completed on the pay application document provided by contracting, which shows pricing breakdown for all line items. Once all signatures (Contractor's / COR / CO) and approvals are completed on the pay application, the vendor can then upload this document into IPP as their invoice attachment.

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 Boston (FRBB) prior to the contract award date, but no more than 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email 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)

Section H Special Contract Requirements

Working in a Federal building or federally controlled indoor workspaces:

In order to take steps to prevent the spread of COVID-19 and to protect the health and safety of all Federal employees, onsite contractors, visitors to Federal buildings or Federally controlled indoor workspaces, and other individuals interacting with the Federal workforce, employees under the subject contract who are required to work on site in Federal buildings or Federally controlled indoor worksites must comply with requirements located at <https://www.saferfederalworkforce.gov/overview/>.

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.

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.

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/>.

- 4) 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."
- 5) 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.
- 6) 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.
- 7) 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.

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 this/these address(es):

<http://www.acquisition.gov>

52.202-1 Definitions (Jun 2020)

52.203-3 Gratuities (Apr 1984)

52.203-5 Covenant Against Contingent Fees (May 2014)

52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020)

52.203-7 Anti-Kickback Procedures (Jun 2020)

52.203-8 Cancellation, 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)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)

52.204-13 System for Award Management Maintenance (Oct 2018)

52.204-14 Service Contract Reporting Requirements (Oct 2016)

52.204-18 Commercial and Government Entity Code Maintenance (Aug 2020)

52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

52.214-26 Audit and Records – Sealed Bidding (Jun 2020)

52.214-29 Order of Precedence – Sealed Bidding (Jan 1986)
52.219-6 Notice of Total Small Business Set-Aside (Nov 2020)
52.219-8 Utilization of Small Business Concerns (Oct 2022)
52.219-28 Post-Award Small Business Program Rerepresentation (Mar 2023)
52.222-3 Convict Labor (June 2003)
52.222-4 Contract Work Hours and Safety Standards- Overtime Compensation (Mar 2018)
52.222-6 Construction Wage Rate Requirements (Aug 2018)
52.222-7 Withholding of Funds (May 2014)
52.222-8 Payrolls and Basic Records (Jul 2021)
52.222-9 Apprentices and Trainees (Jul 2005)
52.222-10 Compliance with Copeland Act Requirements (Feb 1988)
52.222-11 Subcontracts (Labor Standards) (May 2014)
52.222-12 Contract Termination-Debarment (May 2014)
52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)
52.222-14 Disputes Concerning Labor Standards (Feb 1988)
52.222-15 Certification of Eligibility (May 2014)
52.222-21 Prohibition of Segregated Facilities (Apr 2015)
52.222-26 Equal Opportunity (Sep 2016)
52.222-27 Affirmative Action Compliance Requirements for Construction (Apr 2015)
52.222-35 Equal Opportunity for Veterans (Jun 2020)
52.222-36 Equal Opportunity for Workers With Disabilities (Jun 2020)
52.222-37 Employment Reports on Veterans (Jun 2020)
52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.222-50 Combating Trafficking in Persons (Nov 2021)
52.222-54 Employee Eligibility Verification (May 2022)
52.222-55 Minimum Wages Under Executive Order 14026 (Jan 2022)
52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)
52.223-3 Hazardous Material Identification and Material Safety Data (Feb 2021)
52.223-5 Pollution Prevention and Right-to-Know Information (May 2011)
52.223-6 Drug Free Workplace (May 2001)
52.223-10 Waste Reduction Program (May 2011)
52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (Aug 2018)
52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020)
52.225-13 Restriction on Certain Foreign Purchases (Feb 2021)
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 a Government Installation (Jan 1997)
52.228-12 Prospective Subcontractor Request for Bonds (May 2014)
52.228-14 Irrevocable Letter of Credit (Nov 2014)
52.229-3 Federal, State, and Local Taxes (Feb 2013)
52.229-11 Tax on Certain Foreign Procurements – Notice and Representation (Jun 2020)
52.232-5 Payments under Fixed-Price Construction Contracts (May 2014)
52.232-16 Progress Payments (Nov 2021)
52.232-17 Interest (May 2014)
52.232-23 Assignment of Claims (May 2014)
52.232-27 Prompt Payment for Construction Contracts (Jan 2017)
52.232-33 Payment by Electronic Funds Transfer - System for Award Management (Oct 2018)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-1 Disputes. (May 2014)-Alternate I (Dec 1991)
52.233-3 Protest after Award (Aug 1996)
52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)
52.236-2 Differing Site Conditions (Apr 1984)

52.236-3 Site Investigation and Conditions Affecting the Work (Apr 1984)
52.236-5 Material and Workmanship (Apr 1984)
52.236-6 Superintendence by the Contractor (Apr 1984)
52.236-7 Permits and Responsibilities (Nov 1991)
52.236-8 Other Contracts (Apr 1984)
52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)
52.236-10 Operations and Storage Areas (Apr 1984)
52.236-11 Use and Possession Prior to Completion (Apr 1984)
52.236-12 Cleaning Up (Apr 1984)
52.236-13 Accident Prevention (Nov 1991)
52.236-14 Availability and Use of Utility Services (Apr 1984)
52.236-17 Layout of Work (Apr 1984)
52.236-21 Specifications and Drawings for Construction (Feb 1997)
52.236-26 Preconstruction Conference (Feb 1995)
52.242-13 Bankruptcy (July 1995)
52.243-4 Changes (Jun 2007)
52.244-6 Subcontracts for Commercial Products and Commercial Services (Mar 2023)
52.245-1 Government Property (Sep 2021) - (Alternate I) (Apr 2012)
52.245-9 Use and Charges (Apr 2012)
52.246-21 Warranty of Construction (Mar 1994)
52.248-3 Value Engineering-Construction (Oct 2020)
52.249-2 Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - (Alternate I) (Sep 1996)
52.249-10 Default (Fixed-Price Construction) (Apr 1984)
52.253-1 Computer Generated Forms (Jan 1991)

Clauses Incorporated By Full Text

1452.203-70 Restrictions on Endorsements (Jul 1996)

Restriction on Endorsements—Department of the Interior

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 (Jul 1996)

Release of Claims—Department of the Interior

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)

1452.228-70 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:

\$150,000.00 each person
\$150,000.00 each occurrence
\$300,000.00 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)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

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

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

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

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

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

(c) Applicability. This clause applies only to—

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

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

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

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

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

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

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

- (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
 - (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
- (d) Independent contractors. An independent contractor shall be considered a subcontractor.
- (e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees to the following requirements in the performance of a contract assigned a North American Industry Classification System (NAICS) code applicable to this contract:
- (1) Services (except construction). It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.
 - (i) The following services may be excluded from the 50 percent limitation:
 - (A) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code (562910), cloud computing services, or mass media purchases.
 - (B) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies). It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract.
 - (3) General construction. It will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded.
 - (4) Construction by special trade contractors. It will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
- (f) The Contractor shall comply with the limitations on subcontracting as follows:
- (1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause
 - ☐ By the end of the base term of the contract and then by the end of each subsequent option period; or
 - ☒ By the end of the performance period for each order issued under the contract.
 - (2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

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

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

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

(End of clause)

52.225-9 Buy American—Construction Materials (Oct 2022)

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

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

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

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

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

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

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

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

Cost of components means—

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

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

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means—

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

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

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

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

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

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

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
Item1:			
Foreign construction material			
Domestic construction material			
Item2:			
Foreign construction material			
Domestic construction material			
[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].			
[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]			
[Include other applicable supporting information.]			

(End of clause)

52.228-11 Individual Surety-Pledge of Assets (Feb 2021)

52.228-11 Individual Surety – Pledge of Assets (Feb 2021) (DEVIATION APR 2020)

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

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

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

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

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

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

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

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

(1) *Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding \$150,000 which require performance and payment bonds (40 U.S.C. 3131).* For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.

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

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

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

(End of clause)

52.228-15 Performance and Payment Bonds-Construction (Jun 2020)

52.228-15 Performance and Payment Bonds- Construction (Jun 2020) (DEVIATION Apr 2020)

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

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation [28.102-1\(a\)](#) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds ([Standard Form 25](#))* [**except that a seal is not required**]. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds ([Standard Form 25A](#))* [**except that a seal is not required**]. The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

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

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

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

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable

letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of the Treasury,

Financial Management,

Service Surety Bond Branch,

3700 East West Highway,

Room 6 F01,

Hyattsville, MD 20782.

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

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

(End of clause)

52.252-6 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 Department of The Interior Acquisition Regulation (48 CFR 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

Part III List of Documents, Exhibits, and Other Attachments

Section J List of Attachments

The Attachments identified below are hereby incorporated as Attachments and made a part of this solicitation/contract.

Attachment Number	Title	Notes
1	Statement of Work	
2	Drawings-Maps	

3	Limitations on Subcontracting	
4	DOL Wage Determination ND20230044 4.21.23	https://sam.gov/

Part IV Representations and Instructions

Section K Representations, Certifications, and Other Statements of Offerors

52.203-18 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements - Representation (Jan 2017)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (Jun 2020)

Provisions Incorporated By Full Text

52.204-8 Annual Representations and Certifications (Mar 2023)

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

(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 is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—

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

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

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

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

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

(i) ☐ Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

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

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

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

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

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

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

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

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

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

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

 X (i) 52.204-17, Ownership or Control of Offeror.

X (ii) 52.204-20, Predecessor of Offeror.

 (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

 (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

 (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

 (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA– Designated Products (Alternate I only).

 (vii) 52.227-6, Royalty Information.

 (A) Basic.

 (B) Alternate I.

 (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause # Title Date Change

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

(End of provision)

52.204-24 Representation Regarding Certain Telecommunication and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services— Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications- Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover 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) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover 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) *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".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

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

(B) 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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) 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);

(B) 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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

(a) *Definitions*. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [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) (1) **Representation**. The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

Section L Instructions, Conditions, and Notices to Offerors

52.204-7 System for Award Management (Oct 2018)

52.204-16 Commercial and Government Entity Code Reporting (Aug 2020)

52.204-22 Alternative Line-Item Proposal (Jan 2017)

52.214-34 Submission of Offers in the English Language (Apr 1991)

52.214-35 Submission of Offers in U.S. Currency (Apr 1991)

52.228-17 Individual Surety-Pledges of Assets (Bid Guarantee) (Feb 2021)

52.232-13 Notice of Progress Payments (Apr 1984)

52.232-14 Notice of Availability of Progress Payments Exclusively for Small Business Concerns (Apr 1984)

Provisions Incorporated By Full Text

52.209-7 Information Regarding Responsibility Matters (Oct 2018)

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

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

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

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

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

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

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

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) 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 FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.211-3 Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions (Jun 1988)

The specifications cited in this solicitation may be obtained from:

<https://www.astm.org/>

<https://www.concrete.org/tools/318buildingcodeportal.aspx.aspx>

<http://imiweb.org/>

<https://www.aisc.org/>

<https://www.aws.org/>

<https://www.ansi.org/>

<https://www.smacna.org/>

<https://ulstandards.ul.com/>

For assistance in finding codes go to: <https://www.iccsafe.org/>

(End of provision)

52.214-3 Amendments to Invitations for Bids (Dec 2016)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation

(1) by signing and returning the amendment,

(2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid,

(3) by letter or telegram, or

(4) by facsimile, if facsimile bids are authorized in the solicitation.

The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of Provision)

52.214-4 False Statements in Bids (Apr 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of Provision)

52.214-5 Submission of Bids (Dec 2016)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means)-

(1) Addressed to the office specified in the solicitation; and

(2) Showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(d) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of Provision)

52.214-6 Explanation to Prospective Bidders (Apr 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any

information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of Provision)

52.214-7 Late Submissions, Modifications, and Withdrawals of Bids (Nov 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b) (1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and—

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of Provision)

52.214-12 Preparation of Bids (Apr 1984)

(a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, bidders shall

(1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and

(2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule.

In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

(End of Provision)

52.214-18 Preparation of Bids -- Construction (Apr 1984)

(a) Bids 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 bid must initial each erasure or change appearing on any bid form.

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

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted. Bidders Must Provide Bid Schedule Attachment as Part of Final Offer.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

(End of Provision)

52.214-19 Contract Award -Sealed Bidding-Construction (Aug 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of Provision)

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a **Firm Fixed 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
7.9%	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 **Williams County, ND**.

(End of Provision)

52.225-10 Notice of Buy American Requirement-Construction Materials (May 2014)

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

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

(c) *Evaluation of offers*.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

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

(d) *Alternate offers.*

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

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of

the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.228-1 Bid Guarantee (Sep 1996)

(a) Failure to furnish a 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 million**, 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)

52.233-2 Service of Protest Department of the Interior (Sep 2006) (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 (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Joanie Brzezinski: joan_brzezinski@nps.gov** or at the address in Block 8 of Form 1442.

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

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

(End of provision)

52.236-27 Site Visit (Construction) Alternate I (Feb 1995)

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

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

Site Visit Date and Time:	May 23, 2023, at 10:00 AM CDT (Central Daylight Time)
Site Visit Location:	Fort Union Trading Post National Historic Site-15476 Highway 1804 Williston ND
National Park Service POC:	Travis Lisenbee: travis_lisenbee@nps.gov
Contracting POC:	Joanie Brzezinski: joan_brzezinski@nps.gov
THIS SITE VISIT DATE AND INFORMATION IS SUBJECT TO CHANGE – PLEASE MONITOR THIS POSTING ON SAM.gov FOR ANY AND ALL AMENDMENTS THAT MAY CHANGE THIS DATE/TIME AND INFORMATION.	

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov>

52.252-5 Authorized Deviations in Provisions (Nov 2020)

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when

it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

(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 The Interior Acquisition Regulation (48 CFR 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

Instructions to Bidders: Submission Requirements

A) OFFER DUE DATE

1. To be considered for award, all bids 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 bids 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 bids will not be accepted.

B) QUESTIONS

Contractor questions regarding this solicitation will be accepted in writing by email to: joan_brzezinski@nps.gov. All questions shall be received **no later than 3 calendar days following the organized site visit** to be considered.

(Please reference provision 52.236-27 – Site Visit (Construction) (Feb 1995) for site visit date).

C) TO SUBMIT AN OFFER / SUBMISSION REQUIREMENTS

1. Delivery of Offers:

Bid package shall be submitted via email. Bids submitted via any means other than email shall not be accepted.
2. Bids shall be sent to the following:
 - i. Contract Specialist: joan_brzezinski@nps.gov
3. Title subject line for all bid submissions shall contain the solicitation number, project name and number of total emails (this is if the size limit of the attachment is too large to send in one email – please see size limits below), per the following example:
 - i. Subject: 140P6323B0003– FOUS-Wastewater System Improvements
4. Submit bid documents in FORMAT specified, containing CONTENTS required:
 - i. Document titled as “BID PACKAGE”
5. Size Limits:
 - i. The total size limit of each email containing all attachments cannot/shall not exceed 100MB; so please ensure that the total size limit of individual attachments in the email conform with the size limitation for the total email attachment limit

D) DOCUMENT FORMAT, ORGANIZATION, CONTENTS

- Complete Standard Form (SF) 1442: Offeror is to complete Blocks 14 through 20. Bidders shall include their SAM registered UEI number in Block 14 of the SF1442 when submitting their offer.

- Indicate proposal price **lump sum (total) proposal price** in Block 17 for CLIN 10. **All pricing to be rounded to the nearest dollar.** A detailed breakdown of the offeror's proposal price (e.g., labor, materials, profit, overhead, and other pricing elements) may be requested.
- Offeror must include original signatures of individual(s) authorized to sign for the company in accordance with FAR 4.102.
- Offeror must submit a completed Limitations in Subcontracting worksheet with the bid.
- Bidders must acknowledge all solicitation amendments when submitting final bids.
- Bid Guarantee must be provided electronically.
- Bid packages will only be accepted by email.

1. **BID PACKAGE**

- i. **FORMAT:** Submit one (1) electronic copy. No hard copies shall be submitted.
- ii. **ORGANIZATION:** Combine all contents into one document package
 1. Solicitation: SF1442
 2. Amendments (if applicable) – or acknowledged in Block 19 on SF1442
 3. Price: **lump sum (total) proposal price. All pricing to be rounded to the nearest dollar.**
 4. SF24 Bid Guarantee
 5. Completed Limitation on Subcontracting Report Template
- iii. **CONTENTS:**
 1. **SOLICITATION** - Complete Solicitation Form SF1442 **blocks 14 through 20c.**
 2. **AMENDMENT(S):** Offeror shall **acknowledge all solicitation amendments** in **block 19** **or sign the amendment and provide it with proposal package in this portion of their proposal.**
 3. **PRICE – lump sum (total) proposal price** in Block 17. **All pricing to be rounded to the nearest dollar.**
 4. **BID GUARANTEE:** Offeror shall submit a Standard Form 24. The bid guarantee amount shall be at least **20 percent** of the bid price but shall not exceed **\$3M.**
 - **Please note: Scanned copy of your official bid bond must reflect identifiable seal, if required and Power of Attorney seal. If seal is not identifiable, on the Bid Bond (if required) and/or Power of Attorney, bid will be determined non-responsive and will be rejected.**

5. **COMPLETED LIMITATION ON SUBCONTRACTING REPORT TEMPLATE**

- Public Bid Opening
- Bid Opening Location. Bids will be publicly opened at the date/time specified in the solicitation (Block 13a of the SF1442). A dial in number is provided in Block 10 so interested bidders will be able to listen to bid results received.
- Bid Opening Attendance (Not Required). Bid opening will be held virtually via conference line. Attendance role call will be conducted prior to bid opening.

- Bid Opening Agenda. The bid opening officer will decide when the time set for opening bids has arrived. At that time, the officer will inform all those present. The officer will then personally and publicly open all bids received before that time and read them out loud.
- Bid Opening Results. The bid abstract will be available upon request after the bid opening as soon as practicable.
- Electronic bids will be held in a secure electronic area until the date/time of public bid opening.

(End of Section L)

Section M Evaluations factors for award

Not used because of Sealed Bid Process.

(End of Section M)