

<b>REQUEST FOR QUOTATION</b> (THIS IS NOT AN ORDER)			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE 1 OF 17 PAGES
1. REQUEST NO. 140P5123Q0003		2. DATE ISSUED 11/21/2022		3. REQUISITION/PURCHASE REQUEST NO. 0040600037	
				4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1	
5a. ISSUED BY NPS SER EAST MABO 100 Alabama St., SW 1924 Building Atlanta GA 30303-8701				6. DELIVERY BY (Date) 05/08/2023	
				7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
				9. DESTINATION	
5b. FOR INFORMATION CALL: (No collect calls)				a. NAME OF CONSIGNEE NPS, Kennesaw Mountain NBP	
NAME Edward Dingle		TELEPHONE NUMBER AREA CODE 404 NUMBER 507-5747		b. STREET ADDRESS 905 Kennesaw Mountain Dr. NW	
8. TO:					
a. NAME		b. COMPANY			
c. STREET ADDRESS				c. CITY  Kennesaw	
d. CITY		e. STATE		f. ZIP CODE	
				d. STATE GA e. ZIP CODE 30152-4855	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 12/05/2022 1700 ES		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			

11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<p>This is a combined synopsis/solicitation for a commercial item prepared in accordance with the format outlined in FAR Subpart 12.6. Streamlined Procedures for Evaluation and Solicitation for Commercial Items, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested, and a written solicitation document will not be issued.</p> <p>The National Park Service, East Buying Office has a requirement to r Install a motorized gate system with keypad entry and connect gate mechanism to power supply that will open and close according to the hours of the park and operations at Kennesaw Mountain National</p> <p>Continued ...</p>				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations ☐ are ☐ are not attached

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS					AREA CODE	
c. COUNTY					NUMBER	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER	

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
140P5123Q0003

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	<p>Battlefield Visitor Center Kennesaw, Georgia. This solicitation is a Request for Quotations (RFQ). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2022-08.</p> <p>The associated North American Industrial Classification System (NAICS) code for this procurement is 238290: Other Building Equipment Contractors, with a small business size standard of \$16,500,000.00. The Product Service Code (PSC) is 5660: Fencing, Fences, Gates, and Components.</p> <p>In accordance with FAR Subpart 28, a certificate of insurance is required, and coverage must be at a minimum of: \$200,000 per person; \$500,000 per occurrence; and \$20,000 per property. The insurance certificate must be submitted within 10 calendar days of receipt of the award.</p> <p>The contractor must have current Representation and Certifications in SAM.gov, (see Section K below), submitted with quote.</p> <p>The Government contemplates the award of a single Firm-Fixed Price Contract using the best value ; Lowest Priced Technically Acceptable (LPTA) source selection procedures. All eligible and responsible sources may submit a proposal, which if timely received, shall be considered by the Agency. Companies must have valid Unique Entity Identifier (UEI) and be registered with System for Award Management (www.sam.gov) at time of award. SAM.gov offers free services. An offeror must ensure that they are self-certified under NAICS Code 238290 in the Representations and Certifications portion of SAM.gov. The basis of award is the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Award will be made to the responsible respondent pursuant to FAR subpart 9.1.</p> <p>Period of Performance: 12/12/2022 to 03/10/2023</p> <p>Install a motorized gate system with keypad entry and connect gate mechanism to power supply that will open and close according to the hours of the park and operations at Kennesaw Mountain National</p> <p>Continued ...</p>				

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
140P5123Q0003

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Battlefield Visitor Center Kennesaw, Georgia per the attached statement of work (SOW). Product/Service Code: 5660 Product/Service Description: FENCING, FENCES, GATES AND COMPONENTS  Delivery: 05/08/2023 Period of Performance: 01/09/2023 to 05/08/2023				

**Combined Synopsis/Solicitation for Commercial Services  
FAR 12.603**

Document Type: Combined Solicitation/Synopsis  
Solicitation Number: 140P5123Q0003  
Posted Date: November 21, 2022  
Original Response Date: November 21, 2022  
Current Response Date: November 21, 2022  
Product or Service Code: 5660  
Set Aside: 100% Small Business  
NAICS Code: 238290

**Contracting Office Address:**

National Park Service  
East Buying Office  
100 Alabama St. SW, Building 1924, 5th Floor  
Atlanta, GA 30303

**Description:**

This is a combined synopsis/solicitation for a commercial items prepared in accordance with the format outlined in FAR Subpart 12.6. Streamlined Procedures for Evaluation and Solicitation for Commercial Items,” as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested, and a written solicitation document will not be issued.

The National Park Service, East Buying Office has a requirement to r Install a motorized gate system with keypad entry and connect gate mechanism to power supply that will open and close according to the hours of the park and operations at Kennesaw Mountain National Battlefield Visitor Center Kennesaw, Georgia.. This solicitation is a Request for Quotations (RFQ). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2022-08.

The associated North American Industrial Classification System (NAICS) code for this procurement is 238290; Other Building Equipment Contractors, with a small business size standard of \$16,500,000.00. The Product Service Code (PSC) is 5660; Fencing, Fences, Gates, and Components.

In accordance with FAR Subpart 28, a certificate of insurance is required, and coverage must be at a minimum of: \$200,000 per person; \$500,000 per occurrence; and \$20,000 per property. The insurance certificate must be submitted within 10 calendar days of receipt of the award.

The contractor must have current Representation and Certifications in SAM.gov, (see Section K below), submitted with quote.

The Government contemplates the award of a single Firm-Fixed Price Contract using the best value – Lowest Priced Technically Acceptable (LPTA) source selection procedures. All eligible and responsible sources may submit a proposal, which if timely received, shall be considered by the Agency. Companies must have valid Unique Entity Identifier (UEI) and be registered with System for Award Management ([www.sam.gov](http://www.sam.gov)) at time of award. SAM.gov offers free services. An offeror must ensure that they are self-certified under NAICS Code 238290 in the Representations and Certifications portion of SAM.gov. The basis of award is the responsible offeror whose offer

conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Award will be made to the responsible respondent pursuant to FAR subpart 9.1.

All interested companies shall provide proposals for the following:

**Services:**

Kennesaw Mountain National Battlefield Park (KEMO)

Marietta, GA

**STATEMENT OF WORK:**

Replace Entry Gate at KEMO

**DATED:**

May 27, 2022



NATIONAL PARK SERVICE SOUTHEAST REGION  
EAST MAJOR ACQUISITION BUYING OFFICE

## **Statement of Work (SOW) For Replacing Entry Gate at KEMO**

### **1. Background:**

The Kennesaw Mountain National Battlefield Visitor Center entrance gate is constructed of a stone pillar decorative entry way with a double gate that remains open during operational hours. The current gate system is operated with a powered motor and keypad. The power supply is inconsistent. The gates require continuous maintenance, and the hinge failure is such that they cannot be reattached. The gate is secured to the stone cladding of the decorative entry pillars with ½ inch steel plate. The connections and the movements from the gates have caused stress cracks and fractures in mortar and stones from the continuous movement of the gate.

### **2. Objectives:**

This contract is to install a motorized gate system with keypad entry and connect gate mechanism to power supply that will open and close according to the hours of the park and operations.

Site visits to this facility is highly recommended prior to proposal submission. Site visits is available Monday to Friday 8AM – 4pm

### **3. Place of Performance:**

Work will be completed at: Kennesaw Mountain National Battlefield Park.

### **4. Period of Performance:**

All tasks for this contract must be completed within 120 days after the start date on the Notice to Proceed. Days listed herein refer to calendar days.

The services and construction work in this RFP shall be completed in accordance with the following schedule:

- There will be a Pre-Construction Meeting after award of the contract and prior to start of any actual contractual services, the CO/COR will arrange meeting (either on-site or via tele- conference, CO/COR's discretion) with the key members of Contractor's staff and NPS Southeast Regional Office (SERO). The meeting agenda shall include the following as a minimum:
  - Introduction of key contractual representatives of the design team and NPS and contact info
  - Roles, responsibilities, and lines of authority of key personnel
  - Correspondence procedures
  - Park Rules and Regulations
  - Access requirements of the park
  - Rules of the road, housekeeping, alcohol use, firearms, and pets,
  - Submittals and Modifications during design
  - Submittals and Request for Information (RFI) process
  - Progress Payments to the contractor
  - Other business and requirements relating to work

## 5. Scope:

The project consists of performing necessary design, electrical, finishing work, painting, fabrication, metal work, masonry work and installation to complete the aforementioned objectives and tasks outlined below.

## 6. Tasks:

### Demolition

- Vendor shall Conduct demolition and debris removal operations in such a way to ensure minimum interference with park operations. Ensure safe passage of vehicles and people around demolition areas. Roads and walkways may not be closed without written permission from the park.
  - o Vendor shall protect existing site improvements, appurtenances, utilities, and landscaping to remain.
  - o Vendor shall limit the spread of dirt and dust with the use of water mist, temporary enclosures, or other suitable measures.
  - o Vendor shall promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site. **Demolition materials must be cleared from the site daily.** Except for items to be reused, salvaged, or otherwise indicated to remain the Owner's property and demolished materials and waste shall become the Vendor's property and shall be removed from the site for further disposition at the Vendor's option.
- Replacement shall be in the same location and of the same dimensions as the existing. Vendor shall follow all International Building Code requirements, local and state building code, NFPA code requirements, ABA requirements, etc.
  - o New pillars (if needed) shall be steel reinforced cast-in-place concrete clad in brick.
  - o Gate mounting and motor mounting points shall be set in the cast-in-place concrete in a manner that prevents movement over time and is rated for the weight of the gate and the opening/closing forces of the gate motors.

### Furnish Electrical Service

- Vendor shall furnish material and workmanship conforming to the standards of the National Electrical Code (NEC), Article 250, local safety code, UL, and the National Electrical Manufacturers Association (NEMA) necessary to connect motorized gate system to public utility.
- Vendor shall obtain permits, arrange for inspections, and pay fees necessary to obtain electrical service.
- Vendor shall locate service line in consultation with the park.
- Electrical service shall be installed inside 2" conduit. The conduit can be installed through directional drilling or through trenching. Conduit can be NEMA approved HDPE or schedule 40 conduits.

### Motorized Gate & Control System

- Vendor will fabricate or purchase a new set of steel swing gates per the attached standard detail. Size, orientation, function, etc. must be identical to the existing gates.
  - o Vendor shall install metal gates and fittings to gate post attachment previously set in brick pillars. Firmly attach the fittings to the posts and gates. Hinge each single gate to prevent removal of the gate without tools. Set gate to prevent sag over time.

Set gate in a horizontal plane. Set gate so it swings freely inward and outward and fastens securely its latch holder and gate stops. Set double gates and their respective pintles to provide a common horizontal plane in which each single gate swings. Set gates to swing open at least 90 degrees in each direction

- o Vendor shall install mechanism to prevent the gate from inadvertent closing.
- Vendor will provide least maintenance required finish based on product choice – powder coated metal versus painted metal
  - o Benjamin Moore – Black Bean Soup paint code
  - o Semi – gloss black rivets and bolt heads
  - o If necessary, vendor shall enlarge the existing foundation to meet the requirements to provide required rigidity to prevent sag or failure in the gate staying erect
- Vendor shall install motorized gate opener that is weight rated for the specific task of opening and closing the gate supplied above. System shall include keypad control mechanism and three (3) push button remote openers.
  - o Gate system shall be programable and capable of independent programming for entry and exit lanes. Vendor shall program the gate to open and close in time with park operations prior to completion.
  - o Vendor shall install system and programming capable of opening closed gate for patrons that were locked in behind the locked gate. System shall be capable of manual opening by visitors and subsequent automatic closure. Vendor may reuse existing pressure plate or install other appropriate technology.
  - o Vendor shall coordinate with all local law enforcement and emergency response agencies to provide emergency access.
- Vendor shall install necessary signage and road markings to ensure visitors are aware of where to stop when approaching the closed gate.
- Vendor shall conceal service elements from view to the greatest extent possible, with exposed portions of simple, neutral design, color, and texture.
- Vendor shall deliver manufacturer's warranties, guarantees, instruction sheets, and parts lists at the final inspection.

### **Invasive Species Protection**

Maintenance and construction services in National Parks require vendors to bring vehicles, equipment, and tools into parks. Many vendors work across vast geographic areas, consequently it is possible for seeds and spores to be transported into parks potentially allowing invasive and nonnative plant, fungi, and invertebrate (bugs) species to become established in new areas.

- Vendor shall ensure that all wheeled equipment and landscape tools (including hand tools) are power washed off-site immediately prior to transport to the park to ensure removal of all sources of invasive species (seeds, spores, eggs, etc.).
  - o For further information see Vehicle Cleaning Technology for Controlling the Spread of Noxious Weeds and Invasive Species.
- Vendor shall provide and follow tree and landscape protection plan. All trees shall be protected to their dripline by plainly visible snow fence. **LANDSCAPE AND TREE PROTECTION SHALL BE STRICTLY ENFORCED.**
  - o Tree protection fences are to remain until ALL site work has been completed and approved. Fences may NOT be relocated or removed without the written



permission of the CO/COR. Protect existing trees scheduled to remain against injury or damage, including cutting, breaking, or skinning for roots, trunks, or branches; smothering by stockpiled materials, excavated materials or vehicular traffic within construction area.

- Construction materials and equipment must always remain outside tree protection areas. No materials, equipment, spoil, waste, or washout water may be deposited, stored or parked within the tree protection zone (fenced area). This includes dumping and burial of debris, ashes, garbage, and construction waste.
- Tree pruning required for clearance during construction must be performed by a certified arborist and NOT by construction personnel.
- All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree.
- If injury should occur to any tree during construction, it should be evaluated as soon as possible by the CO/COR on the same day as damage occurred.
- Before grading, pad preparation, or excavation for foundations, footings, walls or trenching, trees shall be root pruned 1 foot outside of the tree protection zone by cutting roots cleanly to a depth of 24 inches. Roots shall be cut by manually digging a trench and cutting exposed roots with a saw, vibrating knife, rock saw, narrow trencher with sharp blades, or other root pruning equipment approved by the CO/COR. Any roots damaged during grading or construction shall be exposed to sound tissue and cut cleanly with a saw. (Related sections: Remove and Replace Gates, Invasive Species Protection).

#### **Clean-up, Repairs and Site Restoration**

- Excess and waste materials shall be removed daily during construction.
- Vendor shall repair any damage to existing landscape, paving, or other such feature as a result of the work related to this contract to its original condition at no additional cost to the owner.

#### **7. Deliverables:**

- Provide written plans, specs construction cost estimate, and construction schedule prior to beginning on-site work.
- Provide one-year warranty of all work.

#### **8. Government-Furnished Property, Material, Equipment, or Information (GFP, GFM, GFE, or GFI):**

The National Park Service - KEMO will designate a Vendor Staging Area. No government property or equipment will be furnished to the vendor.

#### **9. Security:**

All work must coincide with normal park operating hours and comply with the Cobb County Noise Ordinance. No work is permitted outside of normal operations without the express advance written permission of the CO/COR

**10. Travel:**

All travel will be according to Federal Travel Regulations.

**11. Special Material Requirements: N/A**

**12. Other Unique Requirements:**

Visitor safety is of paramount concern. Close coordination with the park and CO/COTR is essential for visitor enjoyment and safety. Barricades, cones, flaggers, etc. and all safety equipment must be in place prior to the start of work and during all work on site. The contractor is responsible for managing traffic control throughout the working period utilizing flaggers and signage according to the Federal Highways Manual for Uniform Traffic Control Devices (MUTCD)

**13. Quality Assurance Requirement:**

The vendor shall develop and maintain a quality program to ensure services are performed in accordance with commonly accepted commercial practices. The vendor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. As a minimum the vendor shall develop quality control procedures addressing the critical areas identified in this statement of work. The government will periodically evaluate the vendor's performance in accordance with the statement of work.

**14. Project Personnel:**

Contracting Officer:

Contracting Officer Department of  
the Interior National Park Service  
Southeast Region, East ASU  
100 Alabama Street SW, 1924 Building  
Atlanta, GA 30303-8701

**Park Facilities Operation Specialist:  
Shall be provided at contract award**

**Project Inspector/Contracting Officer's Technical Representative  
(CO/CORCO/COR):  
Shall be provided at contract award**

*-End of Statement-*

Simplified Acquisition evaluation procedures pursuant to FAR Part 13, will be applied in the evaluation of quotes received. Failure to submit the information called for in this solicitation may render the quote unacceptable. Only those quotes deemed responsive will be evaluated. The Government will award a single firm-fixed price services contract resulting from this solicitation to the responsible Quoter whose quote conforms to the solicitation requirements and is determined to be the “Best Value”; that is, the lowest priced, technically acceptable quote. Technical acceptability must meet or exceed the standards set for non-price factors. The government will evaluate information based on the following evaluation criteria:

- (1) *Price*
- (2) *Technical Approach*
- (3) *Past Performance*

**Technical Approach and Past Performance when combined, are approximately equal to cost or price**

**Technical Approach:** Respondent shall describe a realistic plan, to include the means (labor, equipment, and materials) and methods (plan of work), logical sequencing of activities (including interdependencies of activities), and schedule, necessary to successfully complete the work within the required performance period. The plan shall list the specific equipment availability (**Salient Characteristics of Offerors Products & Lead time for item delivery and installation**), crew(s) (size and composition) proposed to work concurrently, any other available resources, daily production rate required, safety plan, quality control plan (QCP), and provide Proof of Insurance–Business Liability & Workers Compensation (**THESE ITEMS MUST BE SUBMITTED WITH OFFERORS QUOTE**) in accordance with the attached Statement of Work (SOW). A rating of either “Acceptable” or “Unacceptable” will be assigned to this non-price factor. The standard for this factor is met and is acceptable when the responses provided by the Quoter can support a complete understanding of the work to be performed, potential obstacles and mitigation, and the specific requirements that are to be met to successfully complete the contract within the time required. Technical factor shall evaluated on an acceptable and unacceptable basis (See table below).

**TECHNICAL CAPABILITY RATINGS:**

Technical Acceptable and Unacceptable Ratings	
Rating	Description
Acceptable	Quote clearly meets or exceeds the minimum requirements of the solicitation.
Unacceptable	Quote does not clearly meet the minimum requirements of the solicitation.

**Past Performance:** Respondent shall complete Past Performance Questionnaire(s) that can confirm your company has successfully completed relevant services in the past five years as outlined in the Statement of Work. Offeror shall submit past performance information on three (3) projects of similar scope and magnitude. Past Performance must reflect work that was completed within three (3) years of the solicitation closing date. Past performance information must consist of final performance evaluations of project(s) or project references who can provide performance assessments. References shall consist of

officials from the issuing contracting agency who oversaw the performance of the project. The Government reserves the right to obtain past performance information from other sources such as the references and the Past Performance Information Retrieval System (PPIRS) and other Federal performance assessments systems but is not limited to these sources. Respondents with no historical record of past performance will receive a Neutral rating. Information required for each project shall include:

- Contracting agency/customer
- Contract number
- Contract title or meaningful description of services and location
- Award date
- Initial award amount
- Award amount at contract completion
- Contract Completion Date
- Actual Completion Date
- Final performance evaluation with rating or reference information (first and last name, title, office, mailing address, telephone number, and email address)
- Address any adverse past performance information and explain the corrective actions taken to achieve a successful outcome.

Past performance will be evaluated on a Acceptable/Unacceptable basis in accordance with FAR 15.305 (a)(2).

#### **PAST PERFORMANCE RATING:**

Table 1. Past Performance Acceptable/Unacceptable Rating Method

<b>Adjectival Rating</b>	<b>Description</b>
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Unacceptable	Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

**Price:** A price evaluation will be performed as described in FAR 15-404-1 to determine the reasonableness of the proposed price. Reasonableness will be determined considering other competitive prices received and comparison to the independent Government estimate. If multiple contract line items are included in the price schedule, prices will also be evaluated to determine whether any line items are unbalanced. The Respondent shall remit a completed price schedule (Section B). The price shall include a breakdown of all necessary supervision, management, labor, transportation, equipment, materials, any other direct incidental costs, overhead and profit. Offerors are cautioned to distribute costs appropriately.

The price submission will be evaluated reasonableness but not rated.

The full text of FAR provisions or clauses may be accessed electronically at <http://acquisition.gov/comp/far/index.html>.

**The following solicitation provisions apply to this acquisition:**

1. FAR 52.212-1, "Instructions to Offerors–Commercial Items" (NOV 2021)
2. FAR 52.212-2, "Evaluation – Commercial Items" (NOV 2021)
3. FAR 52.212-3, "Offerors Representations and Certifications–Commercial Items" (OCT 2022)
4. FAR 52.217-5, "Evaluation of Options: (JUL 1990)

Offerors must complete annual representations and certifications on-line at <http://orca.bpn.gov> in accordance with FAR 52.212-3, "Offerors Representations and Certifications–Commercial Items." If paragraph (j) of the provision is applicable, a written submission is required.

**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://farsite.hill.af.mil>  
(End of provision)

**52.212-2 -- Evaluation -- Commercial Items.**

As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

Evaluation -- Commercial Items (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- *Price*
- *Technical Approach*
- *Past Performance*

Technical and past performance, when combined, are equal, when combined, when compared to price.

(b) Options. RESERVED

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

**The following contract clauses apply to this acquisition:**

- FAR 52.212-4, “Contract Terms and Conditions—Commercial Items” (NOV 2021)
- FAR 52.212-5, “Contract Terms and Conditions Required to Implement Statutes or Executive Orders” (OCT 2022)

**The following subparagraphs of FAR 52.212-5 are applicable:**

X (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(28)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(ii) Alternate I (Feb 1999) of 52.222-26.

(29)(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(ii) Alternate I (July 2014) of 52.222-35.

(30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

(ii) Alternate I (July 2014) of 52.222-36.

X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

X (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

X (46) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

X (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

**52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

**52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil>

(End of clause)

**52.252-6 -- Authorized Deviations in Clauses.**

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.

**Authorized Deviations in Clauses (NOV 2020)**

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

(b) The use in this solicitation or contract of any National Park Service. (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**LOC-DOI ELECTRONIC INVOICING - Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (April 2013)**

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 [CO to edit and include the documentation required under this contract]: **Contractor's invoice**

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) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

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

## **LOC-DOI AGENCY PROTESTS - Agency Protests**

Insert the provision in all solicitations

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**Agency Protests**

(a) Interested parties may request an independent review at a level above the Contracting Officer of protests filed directly with the agency. This review is available as an alternative to consideration of the protest by the Contracting Officer or as an appeal of the Contracting Officer's response to the protest. An interested party may:

- (1) Protest to the Contracting Officer;
- (2) Protest directly to the Bureau Procurement Chief without first protesting to the Contracting Officer; or
- (3) Appeal a contracting officer's decision to the Bureau Procurement Chief.
- (4) Requests for Bureau Procurement Chief review should be addressed to:

Edward Dingle  
National Park Service  
Interior Region 2  
100 SW Alabama St.  
Atlanta, GA 30303  
Email: [edward\\_dingle@nps.gov](mailto:edward_dingle@nps.gov)  
Phone: (404) 507-5747

(c) Requesting independent agency review will not extend the Government Accountability Office's (GAO's) timeliness requirements. Any subsequent protest.

All *offerors* shall submit the following:

- 1. One (1) copy of company's capability statement with Technical Approach (safety plan, quality control plan (QCP)), Salient Characteristics of Products & Lead time for item delivery and installation, and provide Proof of Insurance-Business Liability & Workers Compensation*
- 2. Completed copies of the past performance questionnaire*
- 3. One (1) completed and signed copy of the attached pricing schedule*



All offerors shall be sent electronically via e-mail to:

**edward\_dingle@nps.gov**

This is an open-market combined synopsis/solicitation for *services* as defined herein. The government intends to award a *contract* as a result of this combined synopsis/solicitation that will include the terms and conditions set forth herein. To facilitate the award process, all *proposals* must include a statement regarding the terms and conditions herein as follows:

"The terms and conditions in the solicitation are acceptable to be included in the award document without modification, deletion, or addition."

OR

"The terms and conditions in the solicitation are acceptable to be included in the award document with the exception, deletion, or addition of the following: *offeror*, shall list exception(s) and rationale for the exception(s).

Submission of offerors shall be received not later than 5:00pm Eastern Standard Time (EST) June 21, 2021 at edward\_dingle@nps.gov. Faxed or hand delivered submissions will not be accepted as part of this solicitation. Late submissions shall be treated in accordance with the solicitation provision at FAR 52.212-1(f). Electronic (e-mailed) offers will be the only form of proposal submission accepted for this solicitation.

All questions or concerns regarding this solicitation should be forwarded in writing no later than 1:00pm EST November 30, 2022 via e-mail only to:

**Point of Contact:**

Edward Dingle  
edward\_dingle@nps.gov