SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
	140P5326R0019	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	06/25/2026	1	3	

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	0044038043	

7. ISSUED BY CODE PSN	8. ADDRESS OFFER TO
NPS, SER - North MABO 107 Park Headquarters Road Gatlinburg TN 37738	

9. FOR INFORMATION CALL	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Marilia Mateo	470-819-0933

SOLICITATION

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

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

Contractors are responsible for reviewing the solicitation in its entirety, specifically Sections L and M, which cover how the proposal must be put together before submission and how they will be evaluated. A
past performance questionnaire is attached and should be distributed to past clients. Past clients are instructed to send the questionnaires directly to marilia_mateo@ios.doi.gov after completion. Prospective contractors must provide the company's name and complete address, including street, city, state, zip code, phone number, email address, and SAM.gov UEI number on their proposal cover page. Prospective contractors must also include the solicitation number in their proposals. A Bid Guarantee (Bid Bond) is required to be submitted with your proposal at 20% of the bid total.

11. The contractor shall begin performance within 10 calendar days and complete it within 150 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** _____ ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 1600 ***(hour)*** local time 07/23/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

d. Offers providing less than 0 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

CODE FACILITY CODE

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

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

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

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

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

26. ADMINISTERED BY

PSN

DOI, NPS, SER - North MABO
107 Park Headquarters Road
Gatlinburg TN 37738

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 0 *copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

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

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

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

Marilia Mateo

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Proposals for Newfound Gap Wastewater System Improvements per SOW for Cape Hatteras National Seashore must be submitted via email to marilia_mateo@ios.doi.gov. This solicitation is a total small business set aside. Contract Type: Firm-Fixed Price Construction Solicitation #: 140P5326R0019 Date of Issuance: June 25, 2026 Site Visit Date: June 30th, 2026 at 10:00 AM EST Questions Due Date: July 8th, 2026 by 4:00 PM EST Proposal Due Date: July 23rd, 2026 at 4:00 PM EST Delivery: 03/01/2027 Delivery Location Code: 0011282998 NPS, Gt. Smoky Mountains NP 107 Park Headquarters Road Gatlinburg TN 37738 US Period of Performance: 09/01/2026 to 03/01/2027				
00010	Wastewater System Work Product/Service Code: Y1ND Product/Service Description: CONSTRUCTION OF SEWAGE AND WASTE FACILITIES				

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Evaluation Factors for Award 37

A – Solicitation Form

PROJECT TITLE: Wastewater

SITE LOCATION: Great Smoky Mountains National Park (GRSM)

NOTICE TO PROSPECTIVE OFFERORS

This solicitation is being set aside as a **Total Small Business** competitive action. Bidding contractors must have this designation in their SAM.gov registration. If in review it is determined they lack this designation, the submitted proposal will be removed from consideration.

SUBMISSION OF DOCUMENTS: Your offer must include the following documentation and information:

1. Completed SF-1442
2. Technical Proposal
3. Capabilities and Experience
4. Subcontractor Use and Work History Together
5. Past Performance Questionnaires
6. Cost Proposal to include breakdown of the prime and subcontractor costs

PLEASE NOTE: The SF-1442 must be signed, and dated, and Blocks 14 through 20c must be completed.

SF-1442, ITEM 17, Offeror is cautioned to review acceptance time stated in Item 13d before completing this item. Proposals offering less than specified time will cause proposal to be rejected.

SUBMIT AN OFFER TO THE FOLLOWING EMAIL: marilia_mateo@ios.doi.gov

BONDING – Successful offeror will be required to furnish Performance and Payment bonds on Standard Forms 25 and 25A based on total contract amounts in the following ranges: 100 percent performance bond, 100 percent payment bond. Offerors are now advised that the Government will inspect, accept, and take possession of completed work and release the bonding on completion/acceptance of the work per FAR 28.203-5. Site

Superintendent for the project must be the prime contractor's employee. No Exceptions will be made.

THERE WILL BE A SITE VISIT SCHEDULED ON **June 30, 2026, at 10:00 a.m. ET. See site visit instructions in Section L on page 36 of this document. Contractors must contact the contracting officer representative (COR) via email to confirm their attendance at the scheduled site visit by June 29, 2026, at 12:00 p.m. ET. If no emails confirming attendance are received by the specified date, the site visit will be cancelled.**

Contracting Officer Representative (COR): – Christopher Rego – E: Christopher_Rego@nps.gov. Ph: (865) 210-2623

Submit all questions regarding this solicitation to the Contracting Officer via email. You must submit questions by **July 8, 2026, by 4:00 p.m. ET with subject line: "Questions 140P5326R0019"**. Questions submitted after this time may NOT be considered. Answers to the questions submitted in writing will be posted to the solicitation as an amendment on or around **July 13, 2026.**

PROPOSALS ARE DUE July 23, 2026, AT 4:00 p.m. ET.

B – Bid Schedule

The contractor should provide all labor, parts, tools, equipment, supervision, and all incidentals necessary for the Wastewater Replacement within GRSM per the attached statement of work documentation.

Price Schedule					
Proposal Submittal Instructions: All proposals shall follow the RS Means, Master Format, WBS with costs broken down by Division 1 through 50 as applicable. Proposals shall also include a price for both the Total Direct Construction Cost (cost minus any markups) and the Total Net Construction Cost. Markups shall be broken down to include overhead, profit, bonding, and other as applicable. Sales taxes are not applicable.					
Contract Line-Item Number	Contract Line Item	Quantity	Unit of measure	Unit Price	Total Price
010	Wastewater System Replacement as per the SOW –	1	Lump Sum		
TOTAL COMBINED PROPOSED PRICE:					
ESTIMATED COMPLETION					

NOTE: Contractors must submit a complete cost breakout that includes both prime contractor and any applicable subcontractor pricing with their cost proposal. Overhead and profit must be a separate line item.

C – Specifications and Drawings

Statement of Work	Attachment 001
Drawings	Attachment 002

D - Packaging and Marking

Payment and Postage Fees

All postage and fees related to submitting information forms, reports, etc., to the Contracting Officer (CO), Contract Specialist (CS), or the Contracting Officer's Representative (COR) shall be paid by the contractor.

Marking

All information submitted to the CO, CS, or the COR shall clearly indicate the contract's Contract Number for which the information is being submitted.

E - Inspection and Acceptance

52.246-12 Inspection of Construction. (AUG 1996)

F - Deliveries or Performance

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 **150 calendar days** after issuance of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-13 Time Extensions. (SEP 2000)

52.211-18 Variation in Estimated Quantity. (APR 1984)

52.242-14 Suspension of Work. (APR 1984)

G - Contract Administration Data Contracting Officer's Representative (COR) for this contract will be determined at time of award.

Contracting Officer responsible for administering this contract:

Marilia Mateo
Contracting Officer
National Park Service
Con Ops East, South MABO
Work: (470) 819-0933
Marilia_Mateo@ios.doi.gov

Technical Direction

The performance of the required work shall be subject to the COR's or designee's technical direction and surveillance. As used herein, "technical direction" is direction to the Contractor which requires pursuit of certain lines of inquiry, filing in detail or otherwise serving to accomplish the contract specifications. The technical direction, to be valid:

(a) Must be issued in writing consistent with the general scope of the work set forth in the contract.
(b) May not constitute a new assignment of work changes to the expressed terms, conditions, or specifications incorporated into this contract.
(c) Shall not constitute a basis for extension of the contract delivery schedule.

Nothing contained in this part authorizes the Contractor to incur costs more than the contract price or other limitations of funds set forth in the contract due to extra work performed in response to informal directions, suggestions, or instructions (oral or written) given by representatives of the CO, unless before commencing such work, the Contractor:

1) directly notifies the CO.

2) requests a formal contract modification.

3) receives written authorization to proceed from the CO.

Correspondence

Any correspondence initiated by the Contractor shall include the Contract Number and shall be addressed to the Contracting Officer via email.

Contract Payments

The Contractor shall submit invoices to the COR for the percentage of work completed. Contractor and COR at the site must agree on the percentage of work completed.

Job Site Administration

The COR will be available at the site to inspect the work as it progresses. The COR is not authorized to make technical decisions or give technical directions. The Contractor or the Contractor's Superintendent must contact the COR about the decisions and directions.

The Contractor shall have a competent superintendent (the "Contractor's Superintendent") who is (1) deemed acceptable to the Government; (2) authorized to act on the Contractor's behalf; and (3) to always be present on the job site when contract work is being performed.

Subcontracting

The Prime Contractor shall complete a Standard Form (SF1413) for each subcontractor and submit the form to the Contracting Officer. No subcontractor shall be allowed on the site without an executed SF 1413. The Prime shall be held responsible for ensuring that their subcontractor's DO NOT subcontract any portion of this work. The Prime Contractor is responsible to ensure that all subcontractors carry sufficient insurance in accordance with this contract.

H - Special Contract Requirements

Executive Order 13513 Prohibition on Text Messaging and Using Electronic Equipment supplied by the Government While Driving as Prescribed in Federal Leadership on Reducing Text Messaging While Driving

Prohibition on text messaging and using electronic equipment supplied by the Government while driving (OCT 2009)

This Executive Order introduces a Federal Government-wide Prohibition on the use of text messaging while driving on official business or while using Government –supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or –rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on the behalf of the government.

(End of order)

Safety

The Contractor is responsible for establishing and maintaining compliance with all applicable laws, regulations, rules, and standards, including without limitation, those regulations, rules, and standards, promulgated for the administration and enforcement of the following laws: the Occupational Safety and

Health Act (OSHA) or Federally approved State equivalent(s) thereof; the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) as amended by Superfund Amendments and Reauthorization Act (SARA); Emergency Planning and Community Right- to-Know Act (EPCRA); Clean Air Act (CAA); Clean Water Act (CWA) and Toxic Substances Control Act (TSCA); and Solid Waste Disposal Act (SWDA), as amended by Resource Conservation and Recovery Act (RCRA).

Progress Meetings

(a) The Contractor shall be available to meet with the CO or his/her representative at the job site during construction to discuss work progress.

(b) Meetings will be scheduled by the CO with timely notification to the Contractor.

(c) At the progress meetings, the Contractor shall give oral reports of the progress on the project to the CO. If the work is behind schedule, the Contractor shall be prepared to:

(i) discuss the work and any causes of work delay(s);

(ii) present a plan to bring the work back into conformance with the schedule; or, if necessary

(iii) to propose a revised work schedule.

Payrolls

The Contractor must furnish copies of his weekly payrolls to the CO. Payroll submission is required weekly, seven calendar days after the payroll period closes.

Operation of Facility During Construction

Construction activities must not interrupt the function and the facility's daily operations during construction.

The contractor must coordinate with the COR for any temporary measures. All temporary measures employed shall be at the Contractor's expense and shall be removed upon completion of the contract.

Work Hours

Normal work hours are from 7:30 a.m. through 4:00 p.m., Monday through Friday. Contractor will not be permitted to work at the job site on Saturday, Sunday, or legal holidays unless the CO authorized otherwise.

Use of Premises

(a) Before any location, other than shown in the photos or during the site visit, is accessed, written permission shall be obtained through the Contracting Officer. Such permission, if granted, will be without charge to the Contractor.

(b) Unless provided otherwise, the Contractor shall provide and maintain a sanitary working environment for the workforce at the site. Solid waste shall be disposed of in accordance with applicable federal, state, and local regulations.

Maximum Work Week

The maximum work week that will be approved is 40 hours. The Contractor's proposed hours of work are to include daily starting and stopping times.

Excavation and Utility Clearances

The Chief of Maintenance, for each park, shall ensure that the Contractor is provided with necessary excavation and utility clearances. The Contractor shall request such clearances and staking in writing to the Contracting Officer no less than ten (10) calendar days before the date which he/she anticipates commencement of work. The Contractor will not proceed with excavation of any kind until such clearances have been issued. Clearances will be valid from the date of issue or completion of or otherwise directed by the issuing authority.

Disposal

Contractors will dispose of all debris, rubbish and non-useable material from the site and all federal property in a manner that meets federal, state, county, and local laws.

Contractor Employees

(a) The Contractor shall provide the Contracting Officer with the name of the responsible supervisor authorized to act for the Contractor.

(b) The Contractor shall furnish sufficient personnel to perform, supervise and manage all work.

(c) Contractor employees shall conduct themselves properly, efficiently, courteously, and professionally.

(d) The Contractor shall remove from the site any individual whose continued employment is deemed by the contracting officer to be contrary to public interest or inconsistent with the National Park Service.

Permits

The contractor shall, without additional expense to the government, obtain all appointments, licenses, and permits required to perform work under this contract. The contractor shall follow federal, state, and local laws. Evidence of such permits and licenses shall be provided to the CO before work commences, or as requested. The contractor will always display the permits and license on the job site.

Quality of Work

Workmanship shall be of the highest quality and best practices of the trade. Contractor shall conform to all requirements of the state and county code, ANSI A 10.6 and applicable codes of the National Fires Protection Association. All replacement materials shall conform to the manufacturer specifications and standards. Substitute items shall be equal to or better that the original material and must be approved by the Government.

Completion of Work

The time stated for completion of the project includes all materiel procurement, payroll records, corrections of all discrepancies (Punch List Items), and final clean up on premises as stated in the clause "Commencement, Prosecution and Completion of Work", FAR 52.211-10 (APR 1984) Section F.

Material Approval Submittals

The submittals contemplated by the clause herein entitles “Materials and Workmanship”, FAR 52.236-5 (APR 1984), Section I, shall be submitted to the Contracting Officer through the COR in 5 copies. The Denver Service Center Form (DSC-1) entitled “Transmittal USDI, National Park Service”, shall be used. Contractor shall re-submit any disapproved submittals within 7 calendar days of disapproval.

Archeological Findings

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

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

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

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

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: COR approved 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 St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

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

(End of Local Clause)

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. On request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): https://www.acquisition.gov/

1452.201-70 Authorities and Delegations (SEP 2011)

1452.203-70 Restrictions on Endorsements (JUL 1996)

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

1452.224-1 Privacy Act Notification (JUL 1996) Deviation

1452.236-70 Prohibition Against Use of Lead-based Paint (JUL 1996)

52.201-1 Acquisition 360: Voluntary Survey (SEP 2023)

52.202-1 Definitions (JUN 2020)

52.203-3 Gratuities. (APR 1984)

52.203-5 Covenant Against Contingent Fees. (MAY 2014)

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)

52.203-16 Preventing Personal Conflicts of Interest. (JUN 2020)

52.203-17 Contractor Employee Whistleblower Rights. (NOV 2023)

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

52.204-1 Approval of Contract. (DEC 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

(End of clause)

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)

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

(a) Definitions. As used in this clause-

Covered article, as defined in 41 U.S.C. 4713(k), means-

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

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

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

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

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

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

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

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

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

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) Prohibition. (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any

products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

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

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

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

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

(A) Name of the product or service provided to the Government;

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

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

(D) Brand;

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

(F) Item description;

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

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

(c) Notice and reporting requirement.

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

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

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

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

(A) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil. 17

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

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

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

(A) Contract number;

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

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

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

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

(F) Brand;

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

(H) Item description; and

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

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

(A) Any further available information about mitigation actions undertaken or recommended.

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

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

(e) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor 18 shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of clause)

52.208-9 Contractor Use of Mandatory Sources of Supply or Services. (MAY 2014)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (JAN 2025)

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)

52.215-2 Audit and Records - Negotiation. (JUN 2020)

52.219-6 Notice of Total Small Business Set-Aside. (NOV 2020)

52.219-8 Utilization of Small Business Concerns. (JAN 2025)

52.219-14 Limitations on Subcontracting. (JAN 2026)

52.219-28 Postaward Small Business Program Rerepresentation. (JAN 2025)

52.219-33 Nonmanufacturer Rule. (SEP 2021)

52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)

52.222-3 Convict Labor. (JUN 2003)

52.222-4 Contract Work Hours and Safety Standards - Overtime Compensation. (MAY 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)

52.222-10 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)

52.222-35 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. (OCT 2025)

52.222-54 Employment Eligibility Verification. (JAN 2025)

52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026. (JAN 2022) (DEVIATION MAY 2026)

As prescribed in 22.1906 , insert the following clause:

Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)

(a) Definitions. As used in this clause—

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.).

Worker –

(1)

(i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and–

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

(i) A worker performs on a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs in connection with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) Executive Order Minimum wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on https://www.sam.gov (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and

how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)

(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors).

Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition–

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
(2) This clause does not apply to–

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the

E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a) ;

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b) ; and

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract.
These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.222-62 Paid Sick Leave Under Executive Order 13706. (JAN 2022)

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

(a) Definitions. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.223-2 Reporting of Biobased Products Under Service and Construction Contracts. (MAY 2024) (DEVIATION MAY 2026)

(a) Definitions. As used in this clause—

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 3201.2). USDA-designated product category means a generic grouping of products that are or can be made with biobased materials—

(1) That are listed by USDA in a procurement guideline (7 CFR part 3201, subpart B); and

(2) For which USDA has provided purchasing recommendations (available at https://www.biopreferred.gov).

(b) The Contractor shall report to https://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(c) Submit this report no later than—

(1) October 31 of each year during contract performance; and

(2) At the end of contract performance.

(End of clause)

52.223-3 Hazardous Material Identification and Material Safety Data. (FEB 2021)

52.223-3 Hazardous Material Identification and Material Safety Data. (FEB 2021) - Alternate I (JUL 1995)

52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2024)

52.223-20 Aerosols. (MAY 2024)

52.223-21 Foams. (MAY 2024)

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

52.225-13 Restrictions on Certain Foreign Purchases. (FEB 2021)

52.227-1 Authorization and Consent. (JUN 2020)

52.228-2 Additional Bond Security. (OCT 1997)

52.228-11 Individual Surety-Pledge of Assets. (FEB 2021)

52.228-12 Prospective Subcontractor Requests for Bonds. (DEC 2022)

52.228-14 Irrevocable Letter of Credit. (NOV 2014)

52.228-15 Performance and Payment Bonds - Construction. (JUN 2020)

52.229-3 Federal, State, and Local Taxes. (FEB 2013)

52.232-5 Payments Under Fixed-Price Construction Contracts. (MAY 2014)

52.232-16 Progress Payments. (NOV 2021)

52.232-16 Progress Payments. (NOV 2021) - Alternate I (MAR 2000)

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)

52.233-1 Disputes. (MAY 2014) - Alternate I (DEC 1991)

52.233-3 Protest After Award. (AUG 1996)

52.233-3 Protest After Award. (AUG 1996) - Alternate I (JUN 1985)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.236-1 Performance of Work by the Contractor. (APR 1984)

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)

52.236-21 Specifications and Drawings for Construction. (FEB 1997) - Alternate I (APR 1984)

52.242-13 Bankruptcy. (JUL 1995)

52.243-4 Changes. (JUN 2007)

52.244-2 Subcontracts. (JUN 2020)

52.244-6 Subcontracts for Commercial Products and Commercial Services. (OCT 2025) (DEVIATION MAY 2026)

(a) Definitions. As used in this clause—

Commercial product, commercial service and commercially available off-the-shelf item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

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

(v) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) , other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(vi) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(vii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(viii) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(ix)

(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

(B) Alternate I (Dec 2023) of 52.204-30.

(x) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(xiii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212(a));

(xiv) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C.793).

(xv) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).

(xvi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(xvii)

(A) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O. 13627).

(xviii) 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (Jan 2022), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.

(xx)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).

(B) Alternate I (Jan 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) , if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xxiii) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.248-3 Value Engineering - Construction. (OCT 2025)

52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012)

52.249-2 Termination for Convenience of the Government (Fixed-Price) – Alternate I (SEP 1996)

52.249-10 Default (Fixed-Price Construction). (APR 1984)

52.252-4 Alterations in Contract. (APR 1984)

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

52.253-1 Computer Generated Forms. (JAN 1991)

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

After completion of work and before 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.

1452.228-70 Liability Insurance (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:

1. Worker's compensation and employer's liability: $1,000,000

2. General Liability: $500,000 each person and $1,000,000 each occurrence

3. Property Damage: $2,000,000

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 calendar days before the effective date of cancellation or 21 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 before beginning the work.

(c) The contractor shall name the United States, National Park Service, as the insured party(ties) on the liability insurance policy.

J - List of Documents, Exhibits and Other Attachments

List of Documents, Exhibits, and Other Attachments

Attachment Number	Title	Date	Number of Pages	Document Version
001	Project Statement	6/2/2026	6	BASE
002	Statement of work	6/2/2026	84	BASE
003	Project Plans	6/2/2026	8	BASE
004	Wage Rate Determination – NC	6/2/2026	5	BASE
005	Wage Rate Determination – TN	6/2/2026	4	BASE
006	Past Performance Questionnaire	6/2/2026	4	
007	Construction Contract Administration	6/2/2026	1	BASE

K - Representations, Certifications, and Other Statements of Bidders

52.204-20 Predecessor of Offeror. (AUG 2020)

(a) Definitions. As used in this provision-

Commercial and Government Entity (CAGE) code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: [(or mark "Unknown")].

Predecessor legal name: [(Do not use a "doing business as" name)].

(End of provision)

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

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

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

(c) Procedures. (1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(https://www.sam.gov) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

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

(e) Disclosures. The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

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

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

(4) Brand;

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

(6) Item description;

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

(f) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to

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

(End of provision)

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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence. (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

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

52.236-28 Preparation of Proposals - Construction. (OCT 1997)

L - Instructions, Conditions, and Notices to Bidders

Although brand names may be mentioned in the specifications and drawings of this solicitation, contractors are not mandated to submit only those specific brand names for consideration and are encouraged to submit materials that are equal to those brand names when bidding on this project.

All complete proposal submissions shall include: three (3) sections addressing the factors listed in Section M of the solicitation: Section I-Technical Proposal, Section II-Past Performance, and Section III-Cost Proposal.

Section I: Technical Proposal (Not to exceed 20 pages)

Technical proposal shall address the work to be accomplished in the specifications and address the evaluation criteria (Technical Approach) listed in section M of this solicitation. Offerors shall provide a list of subcontractors planned for use on this project. Offerors should describe the number of years or previous contracts that the offeror and subcontractor(s) have teamed together (state clearly if this is the first time you have teamed together). A technical proposal that is not complete will not be evaluated.

Section II: Past Performance

The offeror should provide **three (3) relevant past performance references** as part of its proposal submission. References must demonstrate experience on projects of similar magnitude and nature, involving comparable technical requirements, disciplines, and performance conditions as described in the specifications for this contemplated contract, and must be completed within five (5) years of the issuance date of this solicitation. At least one reference shall reflect experience performing work in remote geographic locations with logistical complexity requiring coordination with project stakeholders.

For each reference, the offeror shall provide the client/organization name, project title, period of performance, brief description of work performed, and a current point of contact (name, title, phone number,

and email). The Government will evaluate past performance based on the quality, relevance, and recency of the references provided.

Offerors are cautioned that in conducting the past performance questionnaire the Government may use data provided in the offerors proposal and data obtained from other sources, such as the Contractor Performance Assessment Reporting System (CPARS) or similar systems. Since the Government may not necessarily interview all the sources provided by the offerors, it is incumbent upon the offerors to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of proving low performance risk rests with the offerors. 31

Section III: Cost Proposal

All contractors are required to provide a detailed cost proposal with a breakout of costs associated with general conditions, materials, labor, overhead, profit, bonding, and insurance. All contractors must complete this section as part of their cost proposal. Costs will be evaluated against current industry standards. In cases of a perceived discrepancy, offerors may be asked to clarify costs based on the findings of the Government. Additionally, all offerors must submit with their proposal, a signed SF-1442 solicitation and signed amendments to the solicitation if applicable,

Proposal File Format:

• Page setup parameters:

• Margins Top, Bottom, Left, Right - 1

• Gutter 0

• From Edge Header, Footer - 0.5

• Page Size, Width 8.5

• Page Size, Height 11

Font may be no smaller than 10-point font. Proposal shall be legible and file format shall be in Acrobat Reader (pdf). Proposals must not exceed 20 pages. Company logos are prohibited except on the title page. Pages that exceed the margin, font or total page limit will not be evaluated. Page count will NOT be based upon the numbers of pages printed but rather dictated by the number of pages in a print layout view in the application based upon the above prescribed document settings. Counting pages in the order they appear for viewing will make up the page count. Drawing, tables, and figures may be attached to proposals when applicable and will not count towards the page count. Cost and past performance questionnaires will not count towards the page count of the proposal.

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

1452.233-02 Service of Protest – Department of the Interior (JUL 1996) (DEVIATION)

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 General Accounting Office (GAO), shall be served on the Contracting Officer at National Park Service, South Major Acquisition Office, 40001 SR9336, Homestead, FL 33034 by obtaining written and dated acknowledgment of receipt from NPS.

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 for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

52.204-7 System for Award Management. (NOV 2024)

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

52.204-22 Alternative Line Item Proposal. (JAN 2017)

52.214-3 Amendments to Invitations for Bids. (DEC 2016)

52.214-4 False Statements in Bids. (APR 1984)

52.214-5 Submission of Bids. (DEC 2016)

52.214-6 Explanation to Prospective Bidders. (APR 1984)

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

52.214-18 Preparation of Bids - Construction. (APR 1984)

52.215-1 Instructions to Offerors - Competitive Acquisition. (NOV 2021)

52.216-1 Type of Contract. (APR 1984) The Government contemplates award of a firm fixed price construction contract resulting from this solicitation.

(End of provision)

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

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

52.228-1 Bid Guarantee. (SEP 1996)

52.228-17 Individual Surety-Pledge of Assets (Bid Guarantee). (FEB 2021)

52.232-13 Notice of Progress Payments (APR 1984)

52.233-2 Service of Protest. (SEP 2006)

52.236-27 Site Visit (Construction). (FEB 1995)

52.236-27 Site Visit (Construction). (FEB 1995) - Alternate I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigation 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 June 30, 2026, at 10:00 a.m. at the Blue Ridge Parkway.

Address: Newfound Gap Parking Area (Where Newfound Gap Road (HWY 441) and the State Line meet.

(c) Participants must email the CO, Marilia Mateo, at Marilia_Mateo@ios.doi.gov and COR to confirm their attendance at the scheduled site visit by June 29, 2026, at 12:00 p.m. If no emails confirming attendance are received by the specified date, the site visit will be cancelled.

COR : – Christopher Rego – E: Christopher_Rego@nps.gov. Ph: (865) 210-2623

(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): Home | Acquisition.GOV

(End of provision)

52.252-3 Alterations in Solicitation. (APR 1984)

Portions of this solicitation are altered as follows: [ ]

(End of provision)

52.252-5 Authorized Deviations in Provisions. (NOV 2020)

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

(b) The use in this solicitation of any [insert regulation name] (48 CFR chapter [ ]) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of provision)

M - Evaluation Factors for Award

Basis for Contract Award – Proposal Evaluation Criteria

The techniques and procedures described under FAR 15.404-1 will be the primary means of assessing proposal reasonableness. The Government intends to award a contract without discussion with respective offerors to the most suitable contractor per the evaluation process; however, the contracting officer reserves the right to establish a competitive range and open discussions with offerors if it is deemed necessary. The

Government's technical evaluation committee will evaluate the proposals submitted against the following evaluation criteria:

Factor A – Technical Approach

Evaluation of this factor will be based on the offeror's description of their technical approach to the project. Offerors are encouraged to provide detailed specific information. Failure to provide sufficient information so that the evaluation team cannot discern if the offeror has a thorough understanding of the work in question may lead to the proposal receiving a lower rating. Information provided in the Technical Proposal should be relevant to the specifications of the project. The Government will evaluate the offeror's means and methods to accomplish the construction project, including selection of subcontractor(s) and their role in the project. Estimated time of completion will also be considered.

Factor B – Past Performance, Experience, and Technical Capability

The Government will evaluate the offeror’s past performance based on demonstrated experience performing projects similar in scope, magnitude, and complexity to the requirements of this solicitation. Offerors shall submit descriptions of at least three (3) similar projects completed within the past five (5) years, including project scope, size, location, performance outcomes, and the roles fulfilled by proposed key personnel. References with current client points of contact shall be provided. Projects should demonstrate experience performing culvert or comparable drainage conduit cleaning and inspection work, including performance in remote or logistically complex environments requiring coordination with stakeholders.

The Government may also consider relevant past performance information obtained from other sources. Offerors will be afforded an opportunity to address adverse past performance information to which they have not previously had an opportunity to respond.

Past performance will be evaluated for recency, relevancy, and quality, and confidence ratings will be assigned. In accordance with FAR 15.305(a)(2), an offeror without a record of relevant past performance or for whom information is not available will receive a Neutral confidence rating (neither favorable nor unfavorable). Greater confidence may be assigned to proposals demonstrating highly relevant, successful past performance.

Factor C – Cost Proposals

Evaluation of this factor will be based on the reasonableness of the detailed cost proposal. Cost will be evaluated for reasonableness through a comprehensive comparison of each proposal received. Reasonableness will be determined based on costs submitted by the competition, current market conditions, and comparison to the Government estimate. Offerors must provide a cost breakout to include all costs associated with their proposal.

Each proposal shall be evaluated to ensure that all information provided in the RFP has been addressed, is accurate and complete, and each individual cost category under each division is properly identified (e.g., design, general requirements, concrete, masonry, mechanical, electrical, site work, etc.). Offerors shall identify the subtotal cost for each standard construction division, and the aggregate total cost for each phase of the overall project. The proposed costs will also be evaluated using the cost techniques listed at Federal

Acquisition Regulation (FAR) 15.404-1 (b)(2)(i), (b)(2)(v), and (b)(2)(vi). The offeror's total cost shall be identified by divisions as shown in the project specifications schedule.

Relative Weight of Evaluation Criteria

All evaluation factors other than cost, when combined, are "significantly more important" than cost. All non cost factors will be combined and evaluated as an overall technical proposal rating. Thereafter, cost will be considered after each technical proposal has been evaluated and scored. The best value is determined by comparing differences in the value of non-cost features with differences in cost to the Government. In making this comparison, the Government is more concerned with obtaining superior non-cost features than with making an award at the lowest overall cost to the Government.

However, the Government will not make an award at a significantly higher overall cost to achieve slightly superior non-cost features. Therefore, cost is not expected to be the controlling factor in the selection of an Offeror, but the degree of importance of cost as a factor could become greater depending upon the equality of the proposals for other factors evaluated. When competing proposals are determined to be substantially equal after evaluation of all non-cost factors, the cost could become the controlling factor.

Evaluation Standards

Rating: For purposes of this solicitation, ratings will consist of an adjectival rating in conjunction with a narrative.

(1) Technical Ratings. The ratings below include the consideration of risk in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in an offeror’s proposal. These shall be used on all technical factors and sub-factors and sufficient documents supporting these ratings shall be included with the ratings:

Adjectival Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements,

	and risk of unsuccessful performance is high. Proposal is unawardable without discussions.
Unacceptable	Proposal does not meet requirements of the solicitation and thus contains one or more deficiencies, and risk of unsuccessful performance is unacceptable. Proposal is unawardable without discussions.

(2) Past Performance Evaluations shall address the following three items.

(i) Recency: Recency is generally expressed as a time during which past performance references are considered relevant and is critical to establishing the relevancy of past performance information.

(ii) Relevance: In establishing what is relevant for the acquisition, consideration should be given to those aspects of an offeror's history of contract (or subcontract) performance that would provide the most context and give the greatest ability to measure whether the offeror will successfully satisfy the current requirement. Common aspects of relevancy include, but are not limited to, the following: similarity of product, service, support, complexity, dollar value, contract type, use of key personnel (for services), and extent of subcontracting.

(iii) Quality: The past performance evaluation conducted in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. Requirements for considering history of small business utilization are outlined at FAR 15.304(c)(3)(ii). The Past Performance Evaluation will review all past performance information collected and determine the quality of the offeror's performance, general trends, and usefulness of the information.

Once the past performance evaluation is completed, one of the following ratings shall be assigned.

Performance Confidence Assessments Rating

Rating Adjectival Rating	Description
Substantial Confidence	Based on the offeror's recent performance record, the Government has high expectations that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

Limited Confidence	Based on the offeror's recent performance record, the Government has low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent performance record, the Government has little or no expectation that the offeror will be able to successfully perform the required effort.
Neutral Confidence	No recent performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.

Additional Information

A. The Source Selection Authority shall make an integrated best value award decision to meet the goal of awarding the contemplated contract.

B. Offerors are cautioned to submit sufficient information, in the format specified by Section L, Proposal Preparation Instructions.

C. Offeror's may be asked to clarify certain aspects of their proposal (for example, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Communication conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.

D. System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications— Commercial Products and Commercial Services. Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.