SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140P5126R0011	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 06/02/2026	PAGE 1 OF 26 PAGES

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0044048357	6. PROJECT NO.

7. ISSUED BY CODE PSE	8. ADDRESS OFFER TO
NPS SER EAST MABO 100 Alabama St., SW 1924 Building Atlanta GA 30303-8701	

9. FOR INFORMATION CALL	a. NAME Ashley Warcewicz	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*

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)*

Upgrade Electrical Distribution System at Fort Pulaski Visitor Center/Pump House

Location: Fort Pulaski National Monument Visitor Center Area, 101 Fort Pulaski Road, Savannah, GA, 31410

11. The contractor shall begin performance within 15 calendar days and complete it within 60 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 1 copies to perform the work required are due at the place specified in Item 8 by 1700 ***(hour)*** local time 07/02/2026 (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)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*
CODE FACILITY CODE	

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

AMOUNTS ▶

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

19. 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 PSE NPS SER EAST MABO 100 Alabama St., SW 1924 Building Atlanta GA 30303-8701		27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*		31a. NAME OF CONTRACTING OFFICER *(Type or print)* Ashley Warcewicz	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 60 Days After Notice to Proceed Delivery Location Code: 0011283051 NPS, Fort Pulaski NM 41 Cockspur Island Road Savannah GA 31410 US Period of Performance: 07/02/2026 to 01/30/2027				
00010	The contractor shall provide all labor, materials, supervision and equipment necessary to perform all required work to Upgrade Electrical Distribution System at Fort Pulaski Visitor Center/Pump House. Product/Service Code: N059 Product/Service Description: INSTALLATION OF EQUIPMENT- ELECTRICAL AND ELECTRONIC EQUIPMENT COMPONENTS				

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PART I - THE SCHEDULE

SECTION B – BID SCHEDULE

SCHEDULE A

Period of Performance: 60 days from NTP

B.2 SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall provide all labor, materials, supervision and equipment necessary to perform all required work in accordance with the attached Statement of Work.

B.3 CONSIDERATION -- FIXED-PRICE

Submit Firm Fixed Price -

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 STATEMENT OF WORK/SPECIFICATIONS

1. Statement of Work

SECTION D - PACKAGING AND MARKING (N/A)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

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

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

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

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

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

(3) Constitute or imply acceptance; or

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

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

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

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

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

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

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

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

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

E.2 INSPECTION AND ACCEPTANCE

Final inspection and acceptance shall be by the Contracting Officer Representative (COR) at:

Inspection**: Fort Pulaski National Monument Visitor Center Area, 101 Fort Pulaski Road, Savannah, GA, 31410**

Acceptance: (Same as Above)

For the purpose of this clause, the Contracting Officer's Representative (COR) named in the Designation of COR clause in this contract is the representative of the Contracting Officer. The Contracting Officer reserves the right to unilaterally designate other Government agents as authorized representatives. Should such occur, the Contractor will be notified by a written notice.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NUMBER	TITLE	DATE
52.242-14	Suspension of Work	APR 1984
52.236-15	Schedules for Construction Contracts	JULY 2025

F.2 PRINCIPAL PLACE OF PERFORMANCE

The effort required under this contract shall be performed at: **Fort Pulaski National Monument Visitor Center Area, 101 Fort Pulaski Road, Savannah, GA, 31410**

G - CONTRACT ADMINISTRATION DATA
G.1 IDENTIFICATION OF GOVERNMENT OFFICIALS

The Government Officials assigned to this contract are as follows:

Contracting Specialist:
Name: Ashley Warcewicz
Email: Ashley_Warcewicz@ios.doi.gov

Contracting Officer's Representative (COR):
Name: Emily Forlenza

G.2 INVOICES
DOI ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

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 [Contracting Officer to edit and include the documentation required under this contract]:

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.
(End of Local Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 1452.228-70 LIABILITY INSURANCE Department of the Interior (JUL 1996)

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

Construction
Per person: $1,000,000
Per occurrence $1,000,000
Property damage: $1,000,000

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

H.2 1452.236-70 PROHIBITION AGAINST USE OF LEAD-BASED PAINT. - DEPARTMENT OF THE INTERIOR (JUL 1996)

Paint containing more than .06 percent by weight of lead in paint, or the equivalent measure of lead in the dried film of paint already applied, shall not be used in the construction or rehabilitation of residential structures under this contract or any resulting subcontracts.

H.3 NOTICE TO CONTRACTORS-CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (DEC 2015)

1. FAR 42.1502 direct all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
2. The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
3. We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.
4. When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/.
5. Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/.
    a. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.
    b. Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.
    c. All information provided should be reviewed for accuracy prior to submission.
    d. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.
    e. Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as “Pending” with or without comments and whether or not it has been closed.
    f. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."
6. The following guidelines apply concerning your use of the past performance evaluation:
    a. Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.
    b. Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
    c. Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
7. If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

8. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
https://www.acquisition.gov/far

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2

NUMBER		TITLE	DATE
52.202-1	Definitions	JUNE 2020	
52.203-5	Covenant Against Contingent Fees	MAY 2014	
52.203-7	Anti-Kickback Procedures	JUN 2020	
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023	
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011	
52.204-10	Reporting executive compensation and first tier Subcontract Awards	NOV 2025	
52.204-13	System for award management maintenance	NOV 2025	
52.204-19	Incorporation by Reference of Representation and Certifications	DEC 2014	
52.209-6	Protecting the Government's Interest when Sub-contracting with Contractor's Debarred, Suspended, or Proposed for Debarment	NOV 2025	
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations- Rep	NOV 2025	
52.215-2	Audit and Records-Negotiation	NOV 2025	
52.215-8	Order of Precedence – Uniform Contract Format	NOV 2025	
52.219-6	Notice of Small Business Set Aside	NOV 2025	
52.219-14	Limitations on Subcontracting	NOV 2025	
52.219-28	Post Award Small Business program Re-representation	NOV 2025	
52.222-3	Convict Labor	NOV 2025	
52.222-6	Construction Wage Requirements	NOV 2025	
52.222-7	Withholding of Funds	NOV 2025	
52.222-8	Payrolls and Basic Records	NOV 2025	
52.222-9	Apprentices and Trainees	NOV 2025	
52.222-10	Compliance with Copeland Act Requirements	NOV 2025	
52.222-11	Subcontracts (Labor Standards)	NOV 2025	
52.222-12	Contract Termination – Debarment	MAY 2014	
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	MAY 2014	
52.222-14	Disputes Concerning Labor Standards	NOV 2025	
52.222-15	Certification of Eligibility	MAY 2014	
52.222-35	Equal Opportunity Veterans	NOV 2025	
52.222-36	Affirmative actions for Workers with Disabilities	NOV 2025	
52.222-37	Employment reports on Veterans	NOV 2025	
52.222-40	Notifications of employees rights under the National Labor Relations Act	NOV 2025	
52.222-50	Combating Trafficking in Persons	NOV 2025	

52.222-54	Employment Eligibility Verification	NOV 2025
52.222-55	Minimum Wagers for Contractor Workers under EO 14026	NOV 2025
52.223-2	Reporting of biobased products under service and construction contracts	NOV 2025
52.223-5	Pollution Prevention and Right-to Know Information	MAY 2024
52.223-23	Sustainable Products and Services	NOV 2025
52.225-9	Buy American – Construction Materials	NOV 2025
52.226-7	Drug-Free Workplace	MAY 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance-Work on a Government Installation.	JAN 1997
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer – System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractor	MAR 2023
52.233-1	Disputes	NOV 2025
52.233-3	Protest after award	NOV 2025
52.233-4	Applicable Law for Breach of Contract Claim	NOV 2025
52.236-2	Differing Site Conditions	JUL 2025
52.236-3	Site Investigation and Conditions Affecting the Work	JUL 2025
52.236-5	Material and Workmanship	JUL 2025
52.236-6	Superintendence by the contractor	NOV 2025
52.236-7	Permits and Responsibilities	NOV 1999
52.236-8	Other Contracts	JUL 2025
52.236-9	Protection of Existing Vegetation, Structure, Equipment, Utilities And Improvements	JUL 2025
52.236-10	Operations and Storage Areas	JUL 2025
52.236-11	Use and Possession Prior to Completion	JUL 2025
52.236-12	Cleaning Up	JUL 2025
52.236-13	Accident Prevention	JUL 2025
52.236-14	Availability and Use of Utility Services	JUL 2025
52.236-21	Specifications and Drawings for Construction	JUL 2025
52.244-6	Subcontracts for Commercial Products and Services	NOV 2025
52.243-4	Changes	JUNE 2007
52.246-21	Warranty of Construction	MAR 1994
52.248-3 Alt I	Value Engineering -- Construction	OCT 2025
52.249-2 Alt I	Termination for Convenience of the Government (Fixed Price)	APR 2012
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.252-6	Authorized Deviations in Clauses	NOV 2020
52.253-1	Computer Generated Forms	NOV 2025

I.2. 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

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

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

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

(2) Submit this estimate to_____

I.3 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.

I.4 52.228-11 Individual Surety—Pledge of Assets. (Feb 2021) (DEVIATION MAY 2023)

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

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

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

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

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

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

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

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

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 which require performance and payment bonds (40 U.S.C. 3131). For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.
(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.
(3)Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.
(d)The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

I.8 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

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

If total contract is over $35,000 - (i) A payment bond Or (ii) An irrevocable letter of credit (ILC).

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

(c) The submission of the payment protection is required within *15* days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

I.6 1452.201-70 Authorities and Delegations- Department of Interior (SEP 2011)

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

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

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

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

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

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

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

I.7 1452.203-70 Restrictions on Endorsements– Department of Interor (JULY 1996)

Restriction on Endorsements - Department of the interior (JUL 1996)

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

I.8 1452.204-70 RELEASE OF CLAIMS--DEPARTMENT OF THE INTERIOR (JULY 1996)

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

I.9 NARA RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format (paper, electronic, etc.) or mode of transmission (e-mail, fax, etc.) or state of completion (draft, final, etc.).
9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Attachment Number	Attachment Title	Number of Pages
1	Statement of Work	14
2	Wage Determination	5
3	Construction Contract Administration	1
4	LPTA – Template	3

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (NOV 2025)
(A) THIS PROVISION DOES NOT APPLY TO ACQUISITIONS AT OR BELOW THE SIMPLIFIED ACQUISITION THRESHOLD OR TO ACQUISITIONS OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES AS DEFINED IN FEDERAL ACQUISITION REGULATION 2.101.
(B) CERTIFICATION. [OFFEROR SHALL CHECK EITHER (1) OR (2).]
__ (1) THE OFFEROR CERTIFIES THAT–
(I) IT DOES NOT ENGAGE AND HAS NOT ENGAGED IN ANY ACTIVITY THAT CONTRIBUTED TO OR WAS A SIGNIFICANT FACTOR IN THE PRESIDENT'S OR SECRETARY OF STATE'S DETERMINATION THAT A FOREIGN COUNTRY IS IN VIOLATION OF ITS OBLIGATIONS UNDERTAKEN IN ANY ARMS CONTROL, NONPROLIFERATION, OR DISARMAMENT AGREEMENT TO WHICH THE UNITED STATES IS A PARTY, OR IS NOT ADHERING TO ITS ARMS CONTROL, NONPROLIFERATION, OR DISARMAMENT COMMITMENTS IN WHICH THE UNITED STATES IS A PARTICIPATING STATE. THE DETERMINATIONS ARE DESCRIBED IN THE MOST RECENT UNCLASSIFIED ANNUAL REPORT PROVIDED TO CONGRESS PURSUANT TO SECTION 403 OF THE ARMS CONTROL AND DISARMAMENT ACT (22 U.S.C. 2593A). THE REPORT IS AVAILABLE AT HTTPS://WWW.STATE.GOV/BUREAUS-OFFICES/UNDER-SECRETARY-FOR-ARMS-CONTROL-AND-INTERNATIONAL-SECURITY-AFFAIRS/BUREAU-OF-ARMS-CONTROL-VERIFICATION-AND-COMPLIANCE/; AND
(II) NO ENTITY OWNED OR CONTROLLED BY THE OFFEROR HAS ENGAGED IN ANY ACTIVITY THAT CONTRIBUTED TO OR WAS A SIGNIFICANT FACTOR IN THE PRESIDENT'S OR SECRETARY OF STATE'S DETERMINATION THAT A FOREIGN COUNTRY IS IN VIOLATION OF ITS OBLIGATIONS UNDERTAKEN IN ANY ARMS CONTROL, NONPROLIFERATION, OR DISARMAMENT AGREEMENT TO WHICH THE UNITED STATES IS A PARTY, OR IS NOT ADHERING TO ITS ARMS CONTROL, NONPROLIFERATION, OR DISARMAMENT COMMITMENTS IN WHICH THE UNITED STATES IS A PARTICIPATING STATE. THE DETERMINATIONS ARE DESCRIBED IN THE MOST RECENT UNCLASSIFIED ANNUAL REPORT PROVIDED TO CONGRESS PURSUANT TO SECTION 403 OF THE ARMS CONTROL AND DISARMAMENT ACT (22 U.S.C. 2593A). THE REPORT IS AVAILABLE AT HTTPS://WWW.STATE.GOV/BUREAUS-OFFICES/UNDER-SECRETARY-FOR-ARMS-CONTROL-AND-INTERNATIONAL-SECURITY-AFFAIRS/BUREAU-OF-ARMS-CONTROL-VERIFICATION-AND-COMPLIANCE/; OR
__ (2) THE OFFEROR IS PROVIDING SEPARATE INFORMATION WITH ITS OFFER IN ACCORDANCE WITH PARAGRAPH (D)(2) OF THIS PROVISION.
(C) PROCEDURES FOR REVIEWING THE ANNUAL UNCLASSIFIED REPORT (SEE PARAGRAPH (B)(1) OF THIS PROVISION). FOR CLARITY, REFERENCES TO THE REPORT IN THIS SECTION REFER TO THE ENTIRETY OF THE ANNUAL UNCLASSIFIED REPORT, INCLUDING ANY SEPARATE REPORTS THAT ARE INCORPORATED BY REFERENCE INTO THE ANNUAL UNCLASSIFIED REPORT.
(1) CHECK THE TABLE OF CONTENTS OF THE ANNUAL UNCLASSIFIED REPORT AND THE COUNTRY SECTION HEADINGS OF THE REPORTS INCORPORATED BY REFERENCE TO IDENTIFY THE FOREIGN COUNTRIES LISTED THERE. DETERMINE WHETHER THE

OFFEROR OR ANY PERSON OWNED OR CONTROLLED BY THE OFFEROR MAY HAVE ENGAGED IN ANY ACTIVITY RELATED TO ONE OR MORE OF SUCH FOREIGN COUNTRIES.
(2) IF SUCH ACTIVITY MIGHT HAVE OCCURRED, REVIEW ALL FINDINGS IN THE REPORT ASSOCIATED WITH THOSE FOREIGN COUNTRIES TO DETERMINE WHETHER OR NOT EACH SUCH FOREIGN COUNTRY WAS DETERMINED TO BE IN VIOLATION OF ITS OBLIGATIONS UNDERTAKEN IN AN ARMS CONTROL, NONPROLIFERATION, OR DISARMAMENT AGREEMENT TO WHICH THE UNITED STATES IS A PARTY, OR TO BE NOT ADHERING TO ITS ARMS CONTROL, NONPROLIFERATION, OR DISARMAMENT COMMITMENTS IN WHICH THE UNITED STATES IS A PARTICIPATING STATE. FOR CLARITY, IN THE ANNUAL REPORT AN EXPLICIT CERTIFICATION OF NON-COMPLIANCE IS EQUIVALENT TO A DETERMINATION OF VIOLATION. HOWEVER, THE FOLLOWING STATEMENTS IN THE ANNUAL REPORT ARE NOT EQUIVALENT TO A DETERMINATION OF VIOLATION:
(I) AN INABILITY TO CERTIFY COMPLIANCE.
(II) AN INABILITY TO CONCLUDE COMPLIANCE.
(III) A STATEMENT ABOUT COMPLIANCE CONCERNS.
(3) IF SO, DETERMINE WHETHER THE OFFEROR OR ANY PERSON OWNED OR CONTROLLED BY THE OFFEROR HAS ENGAGED IN ANY ACTIVITY THAT CONTRIBUTED TO OR IS A SIGNIFICANT FACTOR IN THE DETERMINATION IN THE REPORT THAT ONE OR MORE OF THESE FOREIGN COUNTRIES IS IN VIOLATION OF ITS OBLIGATIONS UNDERTAKEN IN AN ARMS CONTROL, NONPROLIFERATION, OR DISARMAMENT AGREEMENT TO WHICH THE UNITED STATES IS A PARTY, OR IS NOT ADHERING TO ITS ARMS CONTROL, NONPROLIFERATION, OR DISARMAMENT COMMITMENTS IN WHICH THE UNITED STATES IS A PARTICIPATING STATE. REVIEW THE NARRATIVE FOR ANY SUCH FINDINGS REFLECTING A DETERMINATION OF VIOLATION OR NON-ADHERENCE RELATED TO THOSE FOREIGN COUNTRIES IN THE REPORT, INCLUDING THE FINDING ITSELF, AND TO THE EXTENT NECESSARY, THE CONDUCT GIVING RISE TO THE COMPLIANCE OR ADHERENCE CONCERNS, THE ANALYSIS OF COMPLIANCE OR ADHERENCE CONCERNS, AND EFFORTS TO RESOLVE COMPLIANCE OR ADHERENCE CONCERNS.
(4) THE OFFEROR MAY SUBMIT ANY QUESTIONS WITH REGARD TO THIS REPORT BY EMAIL TO NDAA1290CERT@STATE.GOV. TO THE EXTENT FEASIBLE, THE DEPARTMENT OF STATE WILL RESPOND TO SUCH EMAIL INQUIRIES WITHIN 3 BUSINESS DAYS.
(D) DO NOT SUBMIT AN OFFER UNLESS—
(1) A CERTIFICATION IS PROVIDED IN PARAGRAPH (B)(1) OF THIS PROVISION AND SUBMITTED WITH THE OFFER; OR
(2) IN ACCORDANCE WITH PARAGRAPH (B)(2) OF THIS PROVISION, THE OFFEROR PROVIDES WITH ITS OFFER INFORMATION THAT THE PRESIDENT OF THE UNITED STATES HAS
(I) WAIVED APPLICATION UNDER 22 U.S.C. 2593E(D) OR (E); OR
(II) DETERMINED UNDER 22 U.S.C. 2593E(G)(2) THAT THE ENTITY HAS CEASED ALL ACTIVITIES FOR WHICH MEASURES WERE IMPOSED UNDER 22 U.S.C. 2593E(B).
(E) REMEDIES. THE CERTIFICATION IN PARAGRAPH (B)(1) OF THIS PROVISION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN MAKING AWARD. IF THE GOVERNMENT LATER DETERMINES THAT THE OFFEROR KNOWINGLY SUBMITTED A FALSE CERTIFICATION, IN ADDITION TO OTHER REMEDIES AVAILABLE TO THE GOVERNMENT, SUCH AS SUSPENSION OR DEBARMENT, THE CONTRACTING OFFICER MAY TERMINATE ANY CONTRACT RESULTING FROM THE FALSE CERTIFICATION.

K.2. 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS.

(A) DEFINITIONS. AS USED IN THIS PROVISION-
ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) CONCERN MEANS A SMALL BUSINESS CONCERN THAT IS AT LEAST 51 PERCENT DIRECTLY AND UNCONDITIONALLY OWNED BY, AND THE MANAGEMENT AND DAILY BUSINESS OPERATIONS OF WHICH ARE CONTROLLED BY, ONE OR MORE WOMEN WHO ARE CITIZENS OF THE UNITED STATES AND WHO ARE ECONOMICALLY DISADVANTAGED IN ACCORDANCE WITH 13 CFR PART 127, AND THE CONCERN IS CERTIFIED BY SBA OR AN APPROVED THIRD-PARTY CERTIFIER IN ACCORDANCE WITH 13 CFR 127.300. IT AUTOMATICALLY QUALIFIES AS A WOMEN-OWNED SMALL BUSINESS CONCERN ELIGIBLE UNDER THE WOSB PROGRAM.
HUBZONE SMALL BUSINESS CONCERN MEANS A SMALL BUSINESS CONCERN THAT MEETS THE REQUIREMENTS DESCRIBED IN 13 CFR 126.200, IS CERTIFIED BY THE SMALL BUSINESS ADMINISTRATION (SBA) AND DESIGNATED BY SBA AS A HUBZONE SMALL BUSINESS CONCERN IN THE SMALL BUSINESS SEARCH (SBS) (13 CFR 126.103).
SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) CONCERN ELIGIBLE UNDER THE SDVOSB PROGRAM MEANS AN SDVOSB CONCERN THAT IS DESIGNATED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) AS CERTIFIED BY THE SMALL BUSINESS ADMINISTRATION (SBA) IN ACCORDANCE WITH 13 CFR 128.300.

SMALL BUSINESS CONCERN—
(1) MEANS A CONCERN, INCLUDING ITS AFFILIATES, THAT IS INDEPENDENTLY OWNED AND OPERATED, NOT DOMINANT IN ITS FIELD OF OPERATION, AND QUALIFIED AS A SMALL BUSINESS UNDER THE CRITERIA IN 13 CFR PART 121 AND THE SIZE STANDARD IN PARAGRAPH (B) OF THIS PROVISION.
(2) AFFILIATES, AS USED IN THIS DEFINITION, MEANS BUSINESS CONCERNS, ONE OF WHOM DIRECTLY OR INDIRECTLY CONTROLS OR HAS THE POWER TO CONTROL THE OTHERS, OR A THIRD PARTY OR PARTIES CONTROL OR HAVE THE POWER TO CONTROL THE OTHERS. IN DETERMINING WHETHER AFFILIATION EXISTS, CONSIDERATION IS GIVEN TO ALL APPROPRIATE FACTORS INCLUDING COMMON OWNERSHIP, COMMON MANAGEMENT, AND CONTRACTUAL RELATIONSHIPS. SBA DETERMINES AFFILIATION BASED ON THE FACTORS SET FORTH AT 13 CFR 121.103.

SMALL DISADVANTAGED BUSINESS CONCERN MEANS A SMALL BUSINESS CONCERN THAT-
(1) IS AT LEAST 51 PERCENT UNCONDITIONALLY AND DIRECTLY OWNED (AS DEFINED AT 13 CFR 124.105) BY ONE OR MORE SOCIALLY DISADVANTAGED (AS DEFINED AT 13 CFR 124.103) AND ECONOMICALLY DISADVANTAGED (AS DEFINED AT 13 CFR 124.104) INDIVIDUALS WHO ARE CITIZENS OF THE UNITED STATES, AND
(2) THE MANAGEMENT AND DAILY BUSINESS OPERATIONS OF WHICH ARE CONTROLLED (AS DEFINED AT 13 CFR 124.106) BY INDIVIDUALS WHO MEET THE CRITERIA IN PARAGRAPH (1) OF THIS DEFINITION.

WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERN ELIGIBLE UNDER THE WOSB PROGRAM (IN ACCORDANCE WITH 13 CFR PART 127) MEANS A SMALL BUSINESS CONCERN THAT IS AT LEAST 51 PERCENT DIRECTLY AND UNCONDITIONALLY OWNED BY, AND THE MANAGEMENT AND DAILY BUSINESS OPERATIONS OF WHICH ARE CONTROLLED BY, ONE OR MORE WOMEN WHO ARE CITIZENS OF THE UNITED STATES, AND THE CONCERN IS CERTIFIED BY SBA OR AN APPROVED THIRD-PARTY CERTIFIER IN ACCORDANCE WITH 13 CFR 127.300.
(B)
(1) THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE FOR THIS ACQUISITION IS **238210.**
(2) THE SMALL BUSINESS SIZE STANDARD IS **$19M.**
(3) THE SMALL BUSINESS SIZE STANDARD FOR A CONCERN THAT SUBMITS AN OFFER, OTHER THAN ON A CONSTRUCTION OR SERVICE ACQUISITION, BUT PROPOSES TO FURNISH AN END ITEM THAT IT DID NOT ITSELF MANUFACTURE, PROCESS, OR PRODUCE (I.E., NONMANUFACTURER), IS 500 EMPLOYEES, OR 150 EMPLOYEES FOR INFORMATION TECHNOLOGY VALUE-ADDED RESELLERS UNDER NAICS CODE 541519, IF THE ACQUISITION—
(I) IS SET ASIDE FOR SMALL BUSINESS AND HAS A VALUE ABOVE THE SIMPLIFIED ACQUISITION THRESHOLD;
(II) USES THE HUBZONE PRICE EVALUATION PREFERENCE REGARDLESS OF DOLLAR VALUE, UNLESS THE OFFEROR WAIVES THE PRICE EVALUATION PREFERENCE; OR
(III) IS AN 8(A), HUBZONE, SERVICE-DISABLED VETERAN-OWNED, ECONOMICALLY DISADVANTAGED WOMEN-OWNED, OR WOMEN-OWNED SMALL BUSINESS SET-ASIDE OR SOLE-SOURCE AWARD REGARDLESS OF DOLLAR VALUE.
(C) REPRESENTATIONS.
(1) THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT—
(I) IT □ IS, □ IS NOT A SMALL BUSINESS CONCERN; OR
(II) IT □ IS, □ IS NOT A SMALL BUSINESS JOINT VENTURE THAT COMPLIES WITH THE REQUIREMENTS OF 13 CFR 121.103(H) AND 13 CFR 125.8(A) AND (B). [THE OFFEROR SHALL ENTER THE NAME AND UNIQUE ENTITY IDENTIFIER OF EACH PARTY TO THE JOINT VENTURE: __.]
(2) [COMPLETE ONLY IF THE OFFEROR REPRESENTED ITSELF AS A SMALL BUSINESS CONCERN IN PARAGRAPH (C)(1) OF THIS PROVISION.] THE OFFEROR REPRESENTS THAT IT □ IS, □ IS NOT A WOMEN-OWNED SMALL DISADVANTAGE BUSINESS CONCERN.
(3) WOMEN-OWNED SMALL BUSINESS (WOSB) JOINT VENTURE ELIGIBLE UNDER THE WOSB PROGRAM. THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT IT □ IS, □ IS NOT A JOINT VENTURE THAT COMPLIES WITH THE REQUIREMENTS OF 13 CFR 127.506(A) THROUGH (C). [THE OFFEROR SHALL ENTER THE NAME AND UNIQUE ENTITY IDENTIFIER OF EACH PARTY TO THE JOINT VENTURE: __.]
(4) ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) JOINT VENTURE. THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT IT □ IS, □ IS NOT A JOINT VENTURE THAT COMPLIES WITH THE REQUIREMENTS OF 13 CFR 127.506(A) THROUGH (C). [THE OFFEROR SHALL ENTER THE NAME AND UNIQUE ENTITY IDENTIFIER OF EACH PARTY TO THE JOINT VENTURE: __.]
(5) SDVOSB JOINT VENTURE ELIGIBLE UNDER THE SDVOSB PROGRAM. [COMPLETE ONLY IF THE OFFEROR IS CERTIFIED AS A

SDVOSB CONCERN]. THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT IT □ IS, □ IS NOT A SDVOSB JOINT VENTURE ELIGIBLE UNDER THE SDVOSB PROGRAM THAT COMPLIES WITH THE REQUIREMENTS OF 13 CFR 128.402. [THE OFFEROR SHALL ENTER THE NAME AND UNIQUE ENTITY IDENTIFIER OF EACH PARTY TO THE JOINT VENTURE:__.]

(6) HUBZONE JOINT VENTURE ELIGIBLE UNDER THE HUBZONE PROGRAM. [COMPLETE ONLY IF THE OFFEROR IS A HUBZONE SMALL BUSINESS CONCERN.] THE OFFEROR REPRESENTS, AS PART OF ITS OFFER, THAT IT □ IS, □ IS NOT A HUBZONE JOINT VENTURE THAT COMPLIES WITH THE REQUIREMENTS OF 13 CFR 126.616(A) THROUGH (C). [THE OFFEROR SHALL ENTER THE NAME AND UNIQUE ENTITY IDENTIFIER OF EACH PARTY TO THE JOINT VENTURE: __.] EACH HUBZONE SMALL BUSINESS CONCERN PARTICIPATING IN THE HUBZONE JOINT VENTURE MUST BE CERTIFIED AS A HUBZONE CONCERN.

(D) NOTICE. UNDER 15 U.S.C. 645(D), ANY PERSON WHO MISREPRESENTS A FIRM'S STATUS AS A BUSINESS CONCERN THAT IS SMALL, HUBZONE SMALL, SMALL DISADVANTAGED, SERVICE-DISABLED VETERAN-OWNED SMALL, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL, OR WOMEN-OWNED SMALL ELIGIBLE UNDER THE WOSB PROGRAM IN ORDER TO OBTAIN A CONTRACT TO BE AWARDED UNDER THE PREFERENCE PROGRAMS ESTABLISHED PURSUANT TO SECTION 8, 9, 15, 31, AND 36 OF THE SMALL BUSINESS ACT OR ANY OTHER PROVISION OF FEDERAL LAW THAT SPECIFICALLY REFERENCES SECTION 8(D) FOR A DEFINITION OF PROGRAM ELIGIBILITY, WILL BE—

(1) PUNISHED BY IMPOSITION OF FINE, IMPRISONMENT, OR BOTH;

(2) SUBJECT TO ADMINISTRATIVE REMEDIES, INCLUDING SUSPENSION AND DEBARMENT; AND

(3) INELIGIBLE FOR PARTICIPATION IN PROGRAMS CONDUCTED UNDER THE AUTHORITY OF THE ACT.

(END OF PROVISION)

ALTERNATE I [RESERVED]

ALTERNATE II (MAR 2023). AS PRESCRIBED IN 19.101(A)(2)(II)(B), SUBSTITUTE THE FOLLOWING PARAGRAPHS (B) AND (C)(1) FOR PARAGRAPHS (B) AND (C)(1) OF THE BASIC PROVISION:

(B)(1) THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODES AND CORRESPONDING SIZE STANDARDS FOR THIS ACQUISITION ARE AS FOLLOWS; THE CATEGORIES OR PORTIONS THESE NAICS CODES ARE ASSIGNED TO ARE SPECIFIED ELSEWHERE IN THE SOLICITATION:

NAICS CODE	SIZE STANDARD
_____	_____
_____	_____
_____	_____

[CONTRACTING OFFICER TO INSERT NAICS CODES AND SIZE STANDARDS].

(2) THE SMALL BUSINESS SIZE STANDARD FOR A CONCERN THAT SUBMITS AN OFFER, OTHER THAN ON A CONSTRUCTION OR SERVICE ACQUISITION, BUT PROPOSES TO FURNISH AN END ITEM THAT IT DID NOT ITSELF MANUFACTURE, PROCESS, OR PRODUCE (I.E., NONMANUFACTURER), IS 500 EMPLOYEES, OR 150 EMPLOYEES FOR INFORMATION TECHNOLOGY VALUE-ADDED RESELLERS UNDER NAICS CODE 541519, IF THE ACQUISITION—

(I) IS SET ASIDE FOR SMALL BUSINESS AND HAS A VALUE ABOVE THE SIMPLIFIED ACQUISITION THRESHOLD;

(II) USES THE HUBZONE PRICE EVALUATION PREFERENCE REGARDLESS OF DOLLAR VALUE, UNLESS THE OFFEROR WAIVES THE PRICE EVALUATION PREFERENCE; OR

(III) IS AN 8(A), HUBZONE, SERVICE-DISABLED VETERAN-OWNED, ECONOMICALLY DISADVANTAGED WOMEN-OWNED, OR WOMEN-OWNED SMALL BUSINESS SET-ASIDE OR SOLE-SOURCE AWARD REGARDLESS OF DOLLAR VALUE.

(C) REPRESENTATIONS. (1) THE OFFEROR SHALL REPRESENT ITS SMALL BUSINESS SIZE STATUS FOR EACH ONE OF THE NAICS CODES ASSIGNED TO THIS ACQUISITION UNDER WHICH IT IS SUBMITTING AN OFFER.

NAICS CODE	SMALL BUSINESS CONCERN (YES/NO)
_____	_____
_____	_____
_____	_____

[CONTRACTING OFFICER TO INSERT NAICS CODES.]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date)

NUMBER	TITLE	DATE
52.204-7	System for Award Management	NOV 2025
52.222-5	Construction Wage Rate Requirements – Secondary Site of the Work	NOV 2025

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

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

L.3 52.233-2 Service of Protest Department of the Interior (NOV 2025).

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.
(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

L.4 1452.215-71 Use and Disclosure of Proposal Information - Department of the Interior. (APR 1984)

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

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

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

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

“The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract.”

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

“This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal.”

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

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

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

L.5 1452.215-70 Examination of Records by the Department of the Interior. (APR 1984)

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

L.6 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 Proposal 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 Proposal or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.acquisition.gov/far/index.html

L. 7 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. Oral Communications - All communications in reference to this proposal shall be directed to Ashley Warcewicz, Contracting Officer, who may be contacted at email: **Ashley_Warcewicz@ios.doi.gov**. Calls will not be accepted.

All questions shall be submitted in writing to the Contracting Officer at Ashley_Warcewicz@ios.doi.gov, by 6/23/2026 at 1pm EDT. An amendment will be released with park responses. Email ALL questions, no phone calls accepted.

Acquisition Type: Competitive; 100% Small Business Set Aside

Pre-proposal Conference/Site Visit: Scheduled for Tuesday, 6/16/2026 from 1pm-3pm EDT, at Fort Pulaski National Monument Visitor Center Area, 101 Fort Pulaski Road, Savannah, GA, 31410

A. An amendment postponing proposal closing date may be issued even after the time scheduled for proposal closing, under the following conditions:

1. When the Contracting Officer has reason to believe that the offers of an important segment of offerors have been delayed in the mail for causes beyond their control and without their fault or negligence (such as, but not limited to, flood, fire, accident, weather conditions, or strikes); or

2. When emergency or unanticipated events interrupt normal governmental processes so that conducting closing as scheduled is impracticable.

B. At the time a determination is made to postpone a proposal closing under subparagraph A.1 above, an announcement of the determination shall be publicly posted and, if practicable before issuance of formal amendment of the Request for Proposal (RFP), otherwise communicated to prospective offerors. A copy of such announcement will also be posted on SAM.gov with the solicitation documents without prior notice. Any such postponement will not change the requirement for respondents to be certified as a SB contractor by the original closing date of this solicitation.

C. In the case of subparagraph A.2. above, the Contracting Officer may proceed with the proposal closing date as practicable after the time scheduled, without prior amendment of the RFP of Notice to Offerors whenever the delay incident to such amendment or notice is not in the best interest of the Government. In such case, the time of actual proposal closing shall be deemed to be the time set for proposal closing for the purpose of determining late proposals.

1. Post-Award Conference/Pre-Construction Meeting, the conference will be scheduled by and held at a place to be designated by the Contracting Officer issuing this RFP prior to the commencement of any work under the contract that will be awarded as a result of this solicitation.

D. Offerors are instructed to submit the following information with their proposals:

1. The following is established as the specific information and format required for any proposal submitted. Incomplete proposals are not acceptable and will render the Offeror non-responsive. Each offeror shall submit only one complete proposal package.

2. To aid in the evaluation process, proposals shall be complete, comprehensive and clearly presented. Proposals shall be neat and assembled in an orderly manner. Elaborate artwork, expensive paper/binding, and expensive visual and other

presentation aids are neither necessary nor desired. All pages of each part shall be appropriately numbered and identified with the (RFP) number **140P5126R0011.**

1.0 PROPOSAL PREPARATION INSTRUCTIONS

The offeror shall prepare the proposals set forth in the Proposal Organization Table 2.1 below. The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and with the specified number of copies. The proposal organization shall be as follows:

2.1 PROPOSAL ORGANIZATION TABLE

TABLE 2.1 Proposal Organization Table

Volume	Volume Title	Page Limit	Copies	Due Date (NLT*)
I	Introduction- Cover Letter	1 page limit	1 electronic copy e-mail	**7/2/2026 5PM EDT**
II	LPTA Technical Acceptability	5-page limit	1 electronic copy e-mail	**7/2/2026 5PM EDT**
III	Past Performance	5-page limit	1 electronic copy e-mail	**7/2/2026 5PM EDT**
IV	Price	1-page limit	1 electronic copy e-mail	**7/2/2026 5PM EDT**
V	Contract Documentation to include signed SF 1442, all amendments	No page limit	1 electronic copy e-mail	**7/2/2026 5PM EDT**

Return the original and specified number of copies to the issuing office listed in Block 3 of the SF1442 on or before the dates/times specified on the front of the SF1442 and in this section.

2.2 PROPOSAL FORMAT AND CONTENT

2.2.1 PAGE LIMITATIONS

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal and (for paper copies) will not be returned to the offeror. For electronic submission, no hidden fields, macros, comments, etc., will be read. All information must be written clearly and be easily accessible. When both sides of a sheet of paper display printed material, it shall be counted as two pages. Each volume shall contain a detailed table of contents to delineate what is in the respective volume, which will not be counted in the page limits. In addition, the following also will not be counted in the maximum page limits: cover pages, tabs, glossaries, cross-reference matrix, and organizational charts.

2.2.2 PAGE SIZE

Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. Except for the reproduced sections of the solicitation document, the text size shall be no less than Times New Roman 10 point. Use at least 1-inch margins on all sides of each page. Pages shall be numbered sequentially by volume.

2.2.3 TABLES, CHARTS, GRAPHS, AND FIGURES

Legible tables, charts, graphs and figures may be used wherever practical to depict systems and layout, implementation schedules, plans, etc. These displays shall be legible, easy to follow and shall not exceed 11 by 17 inches in size. Foldout

pages shall fold entirely within the volume and count as two pages (except organizational charts and cross reference matrices). Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics, not for pages of text. For tables, charts, graphs and figures, the font shall be no smaller than eight (8) point.

2.2.4 CROSS-REFERENCE MATRIX
To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with minimal cross-referencing to other volumes of the proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity. The offeror shall provide a cross-reference matrix indicating the corresponding proposal paragraph in that section and/or volume which addresses the referenced item. Information required for proposal evaluation that is not found in its designated volume will be assumed omitted from the proposal. The cross-reference matrix will not count against the page limitations for their respective volumes.

2.2.5 TAB INDEXING
Each volume shall contain a detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections. Indexes and tabs do not count against the page limitations for their respective volumes.

2.2.6 GLOSSARY OF TERMS
Each volume shall contain a glossary of all abbreviations, acronyms and/or terms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

2.2.8 ELECTRONIC MEDIA OFFERS AND SUBMISSION
The offeror shall submit all volumes in an electronic "read only" format using virus-free e-mail. The electronic copies of the proposal shall be submitted in a format readable and usable by Microsoft 2003 (or later) Office suite (MS Word, MS Excel, Power Point). Hidden fields, comments, macros, etc., shall be omitted. The files shall be consistent and uniformly named to allow for easy distinction by Volume, Tab, etc. Inclusion of company name or abbreviation is acceptable. An example of this would be: V-II ArchSysEng, V-II ArchSysEng Table3-1, or XYZ Co. Vol-II-TabA.

3.0. VOLUME I - INTRODUCTION

3.1 FORMAT AND SPECIFIC CONTENTS

3.1.1 INTRODUCTION
The purpose of this section is to provide the Government with an introduction about the offeror. This should include information such as business address, offerors point of contact, socioeconomic classification, and a description about the company. Material presented in the introduction will not be evaluated.

3.1.2 TABLE OF CONTENTS
Include a Master Table of Contents for the entire proposal.

4.0 VOLUME II – TECHNICAL VOLUME
Offerors responses to the factors will be evaluated in accordance with the evaluation section of the solicitation. All the requirements specified in the solicitation are mandatory. By your proposal submission you are representing that your firm will perform all the requirements specified in the RFP.

Acquisition Strategy
The Government intends to award a firm fixed price construction contract for this acquisition. The evaluation process will result in selection of the proposal that represents the best value for the Government in terms of technical and price factors as identified in the solicitation.

Offeror's proposal shall include following items:

4.1 Technical:

To be rated Technically Acceptable (PASS), the offeror must:

- Complete and submit **Attachment 4 [LPTA Technical Acceptability]**.
- Provide all information required for:
  - Offeror information
  - Relevant experience
  - Key subcontractors and key personnel
  - Statement of Work/specification compliance checklist
  - Period of performance acknowledgment
  - Technical/Management approach
  - Offeror certification.
  - Omission of any required entry in Attachment 4, or leaving any checklist line blank, may result in a Technical rating of **Unacceptable (FAIL)** and render the offer ineligible for award

4.2 Past Performance:

• **Factor Definition**: Assessment of past performance on government contracts or similar projects.

• **Evaluation Criterion**: Submit past performance evaluations or references from former clients, including any performance issues and how they were resolved.

4.3 PRICE

The offeror shall provide **Firm Fixed Price:**

PRICE INFORMATION

Information beyond that required by this instruction shall not be submitted, unless you consider it essential to document or support your price position. All information relating to the proposed price, including all required supporting documentation shall be included in the section of the proposal designated as the Price Volume. Any Guaranteed Sub-Category Minimum Discount that differs significantly from industry norms shall be justified and supported with examples of where similar discounts were given by the offeror, including date, quantity sold, item sold, catalog price, specific catalog used, discount, and other explanatory information.

COST OR PRICING INFORMATION REQUIREMENTS

In accordance with FAR 15.403-1(b) and 15.403-3(a), information other than cost or pricing data may be required to support price reasonableness. If after receipt of proposals, the CO determines that there is insufficient information available to determine price reasonableness and none of the exceptions in FAR 15.403-1 apply, the offeror shall be required to submit cost or pricing data.

CONTRACT DOCUMENTS

The purpose of this volume is to provide information to the Government for preparing the contract document and supporting file(s).

(a) **Contract/representations and Certifications:** The Offeror's Contract Documentation volume shall include: an orignial SIGNED copy of the Contract/Solicitation (SF 1442 including all amendments, contract documents, exhibits, attachments, and solicitation provisions)

<u>Proposal Submission</u>

A. **Submit Your Proposal to Arrive No Later than 7/2/2026 5pm EDT.** All proposals delivered in response to solicitation shall reflect the following information on the address label: Proposal Submitted in Response **<u>to RFP: 140P5126R0011.</u>**

B. Delivery Instructions

1. E-Mail Procedure – Ashley_Warcewicz@ios.doi.gov

C. To facilitate review and evaluation for this source selection the government proposes to transmit data via commercial systems. Distributed material will be identified as source selection sensitive, and distribution strictly limited to appropriate personnel.

Debriefing of Unsuccessful Offerors

A. Successful or unsuccessful offerors may request debriefings by providing a written request to the Contracting Officer in accordance with FAR 15.506. Debriefings shall be conducted when an offeror is removed from the competitive range or after notice of an award.

B. Debriefings are conducted with the goal of identifying to unsuccessful offerors where changes can be made to improve future proposals. To that end, debriefings requested will be conducted with only one offeror at a time. Offerors requesting a debriefing shall provide their questions in writing in advance of the debriefing. The debriefing shall be confined to a discussion of the offeror's proposal, its strong and weak points in relation to the requirements of the solicitation.

Disposition of Unsuccessful Proposals

In compliance with FAR Subpart 4.8, the Government will retain one hard copy of all unsuccessful proposals. Extra copies of such unsuccessful proposals will be destroyed by the Government.

System for Award Management (SAM)

All contractors doing business with the National Park Service must register in SAM. Contractors not registered in SAM will not be eligible for contract award. Website: https://www.sam.gov/

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 Basis for Award

a. Award will be made using Lowest Price Technically Acceptable (LPTA) source selection procedures in accordance with FAR 15.101-2, as supplemented. Technical tradeoffs will not be made, and no additional credit will be given for exceeding minimum acceptability.

b. The Government intends to award a single firm fixed-price construction contract to the responsible offeror whose proposal: (1) is technically acceptable; (2) conforms to all solicitation terms and conditions, including completion and submission of Attachment 4 – LPTA Technical Acceptability; and (3) offers the lowest evaluated price.

c. The Government reserves the right to award without discussions; therefore, each initial proposal should contain the offeror's best terms from both a price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer determines them to be in the Government's best interest.

M.2 Evaluation Factors and Relative Importance

a. The following factors shall be used to evaluate proposals:

- Factor 1 – Technical Acceptability
- Factor 2 – Past Performance
- Factor 3 – Price

b. Factor 1 – Technical Acceptability and Factor 2 – Past Performance, when combined, are significantly less important than Factor 3 – Price. Awards will be made to the offeror submitting the lowest evaluated price among those proposals determined to be technically acceptable under Factors 1 and 2.

M.3 Factor 1 – Technical Acceptability

a. Technical Acceptability will be evaluated on a Pass/Fail basis using the completed Attachment 4 – LPTA Technical Acceptability. To be rated Technically Acceptable (PASS), the offeror must:

1. Complete and submit Attachment 4 in its entirety with the proposal;
2. Provide all required entries in Attachment 4 with no blanks in required fields; and

3. Mark “Comply” for all minimum SOW/specification requirements in the Attachment 4 checklist.

b. Omission of any required entry in Attachment 4, any checklist line left blank, or a “Does Not Comply” entry for any minimum requirement will result in a technical rating of Unacceptable (FAIL) and render the proposal ineligible for award.

c. The Government will evaluate the following technical subfactors on a Pass/Fail basis, solely as documented in Attachment 4:

M.3.1 Subfactor 1 – Relevant Experience (Two Completed Projects)

- The Government will evaluate whether the offeror has identified at least two (2) completed projects within the last five (5) years that demonstrate experience with similar electrical work consistent with the Statement of Work.
- Each project must include all required fields in Attachment 4 (customer/owner, location, relevance, brief scope, contract/PO number if applicable, and point-of-contact information) and clearly indicate relevance to the Fort Pulaski electrical distribution upgrade.
- A Pass requires two distinct completed projects within the last five years, with adequate scope descriptions (1–3 sentences) showing similarity to the SOW requirements.

M.3.2 Subfactor 2 – Key Subcontractor Identification

- The Government will evaluate the completeness of the offeror’s disclosure of specialized subcontractors as required in Attachment 4.
- If the offeror indicates that specialized work will be subcontracted, all required subcontractor information (name, role, and contact information) must be provided. If “Yes” is selected and details are missing, this subfactor will be rated Fail.
- If “No” is selected, and no specialized subcontractors are proposed, this subfactor will be rated Pass.

M.3.3 Subfactor 3 – SOW/Specifications Compliance Checklist

- The Government will evaluate the completed SOW/Specifications Compliance Checklist in Attachment 4 to confirm that the offeror affirms compliance with all minimum SOW and specification requirements.
- The offeror must mark one box “Comply” or “Does Not Comply” for every minimum requirement; no blanks are permitted. Any “Does Not Comply” or blank entry will result in an Unacceptable rating for this subfactor and the overall Technical Acceptability factor. Notes may be used for clarification but are not a substitute for a “Comply” indication.

M.3.4 Subfactor 4 – Technical/Management Approach

- The Government will evaluate the narrative Technical/Management Approach provided in Attachment 4 for adequacy and consistency with the Statement of Work and applicable codes (e.g., NEC, NFPA 70E, local codes).
- At a minimum, the approach must address: (1) compliance with the SOW and applicable codes and standards; (2) installation and commissioning plan (phasing, outages, testing, training); and (3) key personnel and their qualifications (e.g., licensed electricians, qualified generator technicians).
- A Pass requires a clear, feasible plan to meet all SOW requirements and codes and identification of qualified personnel sufficient to safely and properly perform the work.

M.3.5 Subfactor 5 – Period of Performance

- The Government will evaluate the offeror’s acknowledgment in Attachment 4 of the required 60-calendar-day period of performance from Notice to Proceed, as specified in the SOW.
- To be rated Acceptable, the offeror must acknowledge the 60-day period of performance and either: (1) indicate “N/A” for known or anticipated delays/constraints, or (2) describe any such constraints while still clearly indicating the ability to meet the required completion date.
- Failure to acknowledge the period of performance or indication of constraints that clearly prevent meeting the 60-day requirement will result in an Unacceptable rating for this subfactor and Technical Acceptability.

M.3.6 Subfactor 6 – Offeror Certification

- The Government will evaluate whether Attachment 4 has been signed and dated by an authorized representative of the offeror.
- The certification confirms that the information in Attachment 4 is accurate and that the proposal fully complies with the SOW and specifications. A missing signature, printed name/title, or date will result in an Unacceptable rating for this subfactor and the overall Technical Acceptability factor.

M.4 Factor 2 – Past Performance

a. Past Performance is a separate factor from the Attachment 4 "Relevant Experience" subfactor and will be evaluated in accordance with FAR 15.305, based on information provided in Volume III – Past Performance and other sources as deemed appropriate by the Government (e.g., CPARS, references).

b. Offerors shall submit past performance information as directed in Section L, including recent and relevant contracts or projects, references, and a description of any performance issues and associated corrective actions.

c. The Government will assign one of the following overall ratings for Past Performance:

- Acceptable: Recent, relevant past performance record demonstrates at least satisfactory performance with no pattern of significant problems; the Government has a reasonable expectation of successful performance.
- Neutral: The offeror has no record of relevant past performance, or available information is insufficient to form a meaningful evaluation; the offeror will not be evaluated favorably or unfavorably on past performance.
- Unacceptable: Recent, relevant past performance record reflects serious or persistent performance problems or negative trends such that the Government has a low expectation of successful performance.

M.5 Factor 3 – Price

a. Price will be evaluated for reasonableness and completeness using the total proposed firm fixed price submitted in Volume IV – Price and any required price templates/attachments identified in Section L.

b. The Government may use price analysis techniques in accordance with FAR 15.404-1 to determine whether the price is fair and reasonable. Information other than certified cost or pricing data may be required if adequate price competition or other price analysis information is not available.

c. Among all proposals rated Technically Acceptable under Factors 1 and 2, the offeror with the lowest evaluated total price will be selected for award, subject to a responsibility determination under FAR Subpart 9.1

(End of Section M)