MULTIPLE AWARD TASK ORDER CONTRACT (MATOC)
REQUEST FOR PROPOSAL (RFP)

Solicitation No.: 693C73-26-R-000047
Proposal Due Date: See Standard Form 1442, Block 13a

Northeast Region Construction MATOC

QUICK INDEX

Part I – The Schedule

Part II – Contract Clauses

Part III – List of Documents, Exhibits, and Other Attachments

Part IV – Representations and Instructions

PROPOSAL REMINDERS

Only electronic proposals will be accepted. Submit proposals in accordance with the instructions in section L. Before submitting your proposal, please review the following:

- Have you completed the Authority to Sign?
- Have you completed and signed the SF1442, Solicitation, Offer & Award?
- Have you acknowledged all amendments?
- Have you registered and completed your Representations & Certifications in the System of Award Management?
- Have you completed the technical proposal and price proposal requirements?

ISSUING OFFICE:

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
22001 LOUDOUN COUNTY PARKWAY
BUILDING E2, SUITE 300
ASHBURN, VA 20147
EMAIL: EFLHD.CONTRACTS@DOT.GOV

PROJECT NAME	**Northeast Region Construction MATOC**
COUNTY	**Multiple**
STATE	**Multiple**

CHECKLIST FOR PROPOSAL SUBMISSION

Before submitting your offer, please review the following:	**Done?**	**Is this in the email?**
Offer Delivery		
Is the subject line for the delivery email structured correctly? RFP No. 693C73-26-R-000047 - Northeast MATOC - Company Name		
Did I attach all required submittals?		
Pages A-3 & A-4 *(SF 1442, Solicitation Offer & Award)*		
Did I include our firm's name and address in block 14?		
Did I include our firm's phone number in block 15?		
Did I include our firm's remittance address in block 16? (Use when different than block 14)		
Did I include my Unique Entity Identifier (UEI) and CAGE Code?		
Did I include the number & date of **all** amendments in block 19?		
Did the authorized official complete/sign/date blocks 20a, 20b & 20c?		
Authority to Sign		
Did I include a completed form for **each** person signing the SF 1442?		
Proposal Submittal (See Sections L and M)		
Did I include the Technical Proposal?		
Did I include a Technical Information Form for each project submitted for Evaluation Factor 1?		
Did I include Past Performance Information made available from project owners for Factor 2, if applicable?		
Did I include a letter from my bonding agent/surety indicating current bonding limits for Evaluation Factor 3?		
Did I include all other written submittals required by the Factors and Subfactors listed in section M?		
Did I include the Price Proposal		
If applicable, was the price proposal completed on the most recently amended proposal schedule?		
System for Award Management (SAM) https://www.sam.gov/		
Is our SAM registration active and information up to date?		
Have we completed our online representations and certifications in SAM?		
Veteran Reporting (FAR Clause 52.222-37)		
Has our firm has completed the annual VETS-4212 reporting with the U.S. Department of Labor?		
Did I include a completed VETS-4212 Form with my proposal?		

NOTE: The Contractor is fully responsible to verify that all data is correct each time an offer package is submitted. Failure to properly input and/or update your data may cause the offer to be rejected.

INSTRUCTIONS: When the offeror/principal is a corporation, include this certification with your proposal/bid.

Corporate Certificate

I, _____ (name), certify that I am the

_____ (title), of the corporation named as

the Offeror/Principal herein.

I certify that _____ (name), who signed this

proposal and/or bid bond on behalf of _____ (company name) is

_____ (title) of this corporation.

I certify that the proposal was duly signed for and on behalf of said corporation by authority

and scope of its governing body, and within the scope of its corporate powers.

_____ (signature) Affix Corporate Seal

_____ (title)

INSTRUCTIONS: When the offeror/principal is a limited liability company, include this certification with your proposal/bid.

Limited Liability Certificate

I, _____ (name), certify that I am the

_____ (title), of the limited liability company named

as the Offeror/Principal herein.

I certify that _____ (name), who signed this

proposal and/or bid bond on behalf of _____ (company name) is

_____ (title) of this limited liability company.

I certify that the proposal was duly signed for and on behalf of said limited liability company by

authority and scope of its governing body, and within the scope of its powers.

_____ (signature) Affix Corporate Seal

_____ (title)

INSTRUCTIONS: When the offeror/principal is a partnership, include this certification with your proposal/bid.

Authority to Bind Partnership

This certifies that the names and signatures of all partners are listed below, and that the person signing the proposal has the authority to actually bind the partnership pursuant to its partnership agreement. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership, except as follows:

(State "None" or describe limitations, if any)

_____

_____

_____

_____

This authority shall remain in full force and effect until such time as the revocation of authority, by any cause whatsoever, has been furnished in writing to and acknowledge by the Contracting Officer.

(Include names and signatures of all partners)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

INSTRUCTIONS: When the offeror/principal is a joint venture, include this certification with your proposal/bid.

Authority to Bind Joint Venture

This certifies that the person signing the proposal has the authority to actually bind the joint venture pursuant to its joint venture agreement, and that each of the named persons listed below individually has full authority to enter into and execute contractual instruments on behalf of said joint venture, except as follows:

(State "None" or describe limitations, if any)

_____

_____

_____

_____

This authority shall remain in full force and effect until such time as the revocation of authority, by any cause whatsoever, has been furnished in writing to and acknowledge by the Contracting Officer.

(Include names and signatures of all applicable individuals)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

INSTRUCTIONS: When the offeror/principal is a sole proprietorship, the signature on the proposal/bid and on the bonds must be as follows:

Sole Proprietorship Requirement

An Offeror/Principal that is a sole proprietorship must submit an offer/bid and a bond signed by the sole proprietor, or by one duly authorized to sign for the sole proprietor. If the signature is by someone other than the sole proprietor, a copy of the power of attorney authorizing the individual to sign must be provided with the proposal/bid.

RESERVED

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RESERVED

PART I – THE SCHEDULE

SECTION A. SOLICITATION/CONTRACT FORM - NOTICE TO OFFERORS; SF 1442 SOLICITATION, OFFER, AND AWARD

A.1. NOTICE TO OFFERORS

I. Solicitation Overview

The primary objective of this solicitation is to solicit qualified firms for Multiple Award Task Order Contracts (MATOCs) covering a 5-year period for highway and/or bridge construction services, potentially with design services and/or design-build services, within the Northeast Region (states) of the United States. These states will include but are not limited to Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, and Delaware. The Government intends to award up to four Indefinite Delivery, Indefinite Quantity (IDIQ) construction contracts.

II. Pre-Proposal Information

This solicitation and subsequent contract(s) are governed by the Federal Acquisition Regulation (FAR) and agency supplemental regulations. Task orders to be issued under a contract will be subject to the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-14 and/or FP-24 U.S. Customary Units or any subsequent FP that may be applied to the task order, as well as supplemental specifications and plan sheets. Electronic versions of the FP-14 and FP-24 may be found at: Standard Specifications (FP) | FHWA

REPS & CERTS – Annual contractor representations and certifications must be completed online at https://www.sam.gov.

NOTICE OF SAM REGISTRATION – In accordance with Federal Acquisition Regulation (FAR) 52.204-7 (DEVIATION Nov 2025), prospective contractors shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer in response to this solicitation and at the time of award. In accordance with FAR 52.204-13 (DEVIATION Nov 2025), contractors shall maintain an active Federal Government contracts registration in SAM during contract performance and through final payment under this contract. To maintain an active registration in SAM, contractors shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete. To register in SAM, go to https://www.sam.gov.

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. Examples include 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

Solicitation Discrepancies – If an Offeror believes the requirements in this solicitation contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the Contracting Officer (CO) in writing with supporting rationale.

Standard Form (SF) 1442 – Particular attention should be paid to Standard Form l442 Solicitation, Offer and Award, to ensure that Blocks 14, 15, 16, 19, 20A, 20b, and 20c are completed correctly. Sign Block 20b.

Additional Required Information – You must submit a completed "Authority to Sign" document with your proposal. You must also complete the representations and certifications contained in the Contract Provisions beginning on page K-1. Failure to furnish or complete these may result in your proposal being rejected.

Proposal Submittals – See Subsections L and M.

Fraud Alert – Current and potential U.S. Department of Transportation (DOT) Contractors have recently been receiving fraudulent letters purporting to be issued by DOT. These fraudulent letters request that the Contractors resubmit their banking information to DOT. If you receive such a letter, please DO NOT complete the requested worksheet that is attached to the letters and DO NOT release any information. To register or update information, Contractors are required to go directly through the System for Award Management (SAM) website and never through a third party. You can access SAM at https://www.sam.gov/.

III. Post Award Information

Contractor Performance Evaluations – This office posts performance evaluations in the Contractor Performance Assessment Reporting System (CPARS). Upon receiving an email notice of evaluation availability, you have 60 days to review the evaluation online and submit comments.

Task Orders - All work will be issued by task order.

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	693C7326R000047	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	06/17/2026	1 / 4

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
		See Block 10

7. ISSUED BY CODE 693C73	8. ADDRESS OFFER TO
FEDERAL HIGHWAY ADMINISTRATION EASTERN FEDERAL LANDS HIGHWAY DIVISION QUANTUM PARK, 22001 LOUDOUN COUNTY PKWY SUITE E2-3-300 ATTN: Acquisition & Contracts ASHBURN VA 20147	See Block 7

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	DAVID BOGNER	EFLHD.Contracts@dot.gov

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date)*

Northeast Region Construction MATOC:

This Request for Proposal (RFP) is for Indefinite Delivery, Indefinite Quantity (IDIQ) contracts to perform subsequent task orders for highway, street, and/or bridge construction services, potentially with design services and/or design-build services, within the Northeast Region of the United States.

11. The Contractor shall begin performance within 0 calendar days and complete it within _____ calendar days after receiving ☒ award, ☐ notice to proceed. The performance period is ☒ mandatory ☐ negotiable. (See Continuation Sheet, Block 11.)

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

12b. CALENDAR DAYS: 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 1400 *(hour)* local time 07/21/2026 *(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 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

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

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

CODE FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM Block 26

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY CODE EFLHD-CO

FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION
QUANTUM PARK, 22001 LOUDOUN COUNTY PKWY
SUITE E2-3-300
ATTN: Acquisition & Contracts
ASHBURN VA 20147

27. PAYMENT WILL BE MADE BY

FFEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION
A/P Branch, AMZ-150
PO Box 25710 OR E-MAIL
9-AMC-AMZ-EFLINVOICES@FAA.GOV
Oklahoma City OK 73125

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT

(Contractor is required to sign this document and return _____ 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)*

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

CONTINUATION OF SF 1442

Block 2:

This project is **RESTRICTED** - Proposals will be accepted from all eligible **Small Business concerns** only.

This procurement falls under North American Industry Classification System (NAICS) code 237310 - Highway, Street, and Bridge Construction (see FAR 19.103).

Electronic proposals will be accepted via email sent to EFLHD.Contracts@dot.gov. Please be sure to indicate the RFP number, project number, and ATTN: Mr. David Bogner on the subject line of your email. Proposals submitted via external, cloud-based, file storage services such as OneDrive, etc. shall not be accepted. The government will not click on links sent via email to access proposal documents. **Please note you must include a scanned copy of your official bid bond along with your proposal documents.**

Block 9:

PHYSICAL DATA AVAILABLE FOR REVIEW

1. Manual on Uniform Traffic Control Devices for Streets and Highways, most current edition, published by the Federal Highway Administration. https://mutcd.fhwa.dot.gov/.
2. See list of attachments in the RFP on page J-1 in Part III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS.

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

A Government representative can be available to show the **seed project** site location(s) to prospective offerors. **All requests** for site visits see Section L (page L-8) of the solicitation for site visit point of contact information if necessary. Please e-mail all questions concerning this solicitation and the construction seed project to the following e-mail address eflhd.contracts@dot.gov. Interested parties must provide the Solicitation Number and the relevant project name with all requests and questions

∗Block 11:

Maximum time allowed for an IDIQ Contract will be one base year plus four option years from the date of award.

Maximum time allowed for the task order for the seed project if Schedules A and B are awarded at the same time:

If the Government awards the task order as Schedules A + B, the performance period to complete all task order work will be 63 calendar days.

CONTINUATION OF SF 1442

Maximum time allowed for each seed project task order schedule of work if awarded separately:

If the Government awards the task order as Schedule A only, the performance period to complete all Schedule A work will be **63 calendar days** and will start on the effective date of Schedule A's Notice to Proceed.

If Schedule B (Government Option 1) is exercised after the award of the original task order, the performance period to complete all **Schedule B** work will be **30 calendar days** and will start on the effective date of Schedule B's Notice to Proceed.

See the Completion of Work section of the Proposal Schedule Instructions within Attachment 5 - B-Pages Instructions & Proposal Schedule for Seed Project for further information. The completion time for the seed project task order is not to exceed the maximum time above. Work restrictions for the seed project can be found in SCR Sections 108 and 156 of Attachment 6 - Special Contract Requirements (SCRs) for Seed Project.

Block 12A:

Furnish performance and payment bonds in accordance with FAR Clause 52.228-15.

Block 13:

A proposal guarantee for the seed project in the amount of not less than 20 percent of the proposal price or $3 million, whichever is less, is required with this proposal. If the offeror fails to provide the required proposal guarantee, such failure may require rejection of the proposal. Reference FAR provision 52.228-1, Bid Guarantee. **Please note you must include a scanned copy of your official bid bond along with your proposal documents if you submit your proposal electronically via email.**

Other:

The estimated price of the **seed project** is expected to fall within the price range of **$500,000 to $1,000,000**.

FP-14 versions can be downloaded at the FHWA web site located at http://flh.fhwa.dot.gov/resources/specs/.

Electronic proposal submissions are highly encouraged and must contain the required signatures (electronic or by hand).

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. SERVICES AND PRICE/COSTS

ITEM No.	DESCRIPTION
0001	Construction, Multiple Award Task Order Contract (MATOC). Highway/Bridge/Road construction projects in the Northeast Region of the United States.

Offerors must submit a price proposal in accordance with the requirements contained in Section M. Award will be based on the evaluation criteria listed in Section M.

CLAUSES AND PROVISIONS

1. Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.
2. Clauses and provisions in this document are numbered in sequence, but do not necessarily appear in consecutive order.
3. Section K, L, and M will be physically removed from the award but deemed incorporated by reference.

RESERVED

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1. OVERVIEW

Eastern Federal Lands Highway Division (EFLHD) is in need of highway, street and/or bridge construction services, potentially with design services and/or design-build services, within the Northeast Region of the United States. These states will include, but are not limited to Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, and Delaware. The type of work will vary but may include gravel or natural surface roadway and trail rehabilitation, asphalt concrete and Portland cement concrete pavement construction, asphalt concrete milling, pavement markings, embankment construction, debris removal, pipe and box culvert repairs or replacement, riprap placement, sign installation, embankment repairs using Mechanically-Stabilized Earth (MSE) walls, bridge repairs such as joint replacements, concrete deck repairs, abutment/pier and wingwall repairs or replacements, and smaller bridge replacements.

Umbrella Contracts – The Government intends to award a minimum of two and a maximum of four Indefinite Delivery, Indefinite-Quantity Multiple-Award Task Order Contracts (MATOC). The number of actual awards is dependent upon the merits of the proposals received. The combined maximum quantity to be ordered over the life of all awarded contracts is $60,000,000. The combined maximum quantity for the MATOC contracts is calculated as the sum of all task order awards and Task Order modifications. Each MATOC contract will be for a 5-year period.

MATOC Minimum Guarantee – The minimum amount guaranteed over the life of each MATOC contract is $50,000.

Task Orders – All work will be awarded on a task order basis. Task orders will vary in size ranging from approximately $50,000 to $3 million. At the Contracting Officer's discretion, task orders under or over this range may be awarded.

As requirements develop and as funding becomes available, Task Order Requests for Proposal (TO-RFPs) will be issued to all MATOC contractors.

Types of Task Orders – Task orders may be Firm-Fixed-Price (FFP) or FFP with economic price adjustments.

C.2. SPECIFICATIONS

It is anticipated that most of the work will incorporate the specifications and design standards of American Association State Highway Transportation Officials (AASHTO), and specifications based on the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-14, FP-24, and future versions Customary/Metric).

Websites – The following websites contain information that may be used in the development of task orders. Other information not contained in the below websites also may be used in the development of task orders.

Standard Specifications (FP) – The Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-14, FP-24, and future versions) are issued primarily for constructing roads and bridges on Federal Highway projects under the direct administration of the Federal Highway Administration. View the FP online at: Standard Specifications (FP) | FHWA

Eastern Federal Lands Highway (EFLHD) Library of Supplemental Specifications (FP-14, FP-24, and future versions) – Special Contract Requirements (SCRs) supplement the FP. A library of SCRs may be viewed at FP-24 EFL Library of Supplemental Specifications | FHWA. These documents are periodically updated and do not include all the SCRs that may be developed for a project.

Federal Lands Highway (FLH) Standard Drawings – FLH standard drawings include various design details that may be included in a project. Files are available in MicroStation® and Acrobat® formats Highway Design Resources | FHWA.

C.3. WAGE RATES

Construction Wage Rate Requirements are applicable to construction task orders awarded under these contracts.

C.4. ORDERING PROCEDURES FOR COMPETITIVE TASK ORDERS

It is anticipated that most, if not all, of the task orders will be awarded based on competition between all MATOC IDIQ contract holders.

Task orders will not be publicly opened or released. Unsuccessful offerors' task order proposal information will not be made available to the public; however, the information will be shared among other IDIQ contract holders. Proposal tabulations will be shared with all IDIQ contract holders after each task order proposal due date unless the Government determines proposals to be unfair and unreasonably priced, and intends to conduct negotiations with IDIQ contract holders prior to any task order award.

1. **Task Order Synopsis** – When the Government requires work under the MATOC, a Task Order-Synopsis will not be posted on www.sam.gov unless an exception applies per FAR 16.507-6 or 16.507-7.

2. **Task Order Requests for Proposals (TO-RFP)** – When the Government requires work under the MATOC, a TO-RFP will be issued. The TO-RFP will include information concerning the project such as contract requirements, physical data, drawings, site visit details, evaluation criteria, and submission requirements (e.g. proposal schedule, proposal requirements, etc.).

3. **Task Order Pre-Award Expenses** - The Contractor will not be reimbursed for proposal preparation, attendance during negotiations, site visits, walk-through or other pre-award task order costs.

4. **Site Visits -** Failure to visit the site cannot be used as an excuse for omission or miscalculation in offers. The Government may or may not schedule a joint site visit for individual task orders.

5. **Proposal Contents -** Depending upon the requirements of each TO-RFP, the Contractor may be required to provide a price proposal only, or a technical proposal and a price proposal. Respond within the number of calendar days stated in the TO-RFP by submitting a proposal to the CO.

6. **Contract Prices - Proposal Schedules -** Payment for items listed in the Proposal Schedule constitutes full compensation for furnishing all labor, equipment, services, and materials needed to complete construction. Include in the prices for the items listed in the Bid Schedule all costs for the specified work, whether or not specifically listed in the Proposal Schedule.

7. **Bid Bonds -** Submit bid bonds with the TO proposal as required in the TO-RFP.

8. **Proposal Deviations -** Proposals that deviate from the TO requirements may be rejected or delay award.

9. **Declining a Task Order -** With the exception of the TO-RFP being issued with this solicitation to evaluate pricing, contractors are not required to submit a proposal for each TO-RFP. The Contractor must decline a project by submitting written notice to the CO at least 2 business days prior to the TO-RFP proposal due date, stating the reason for declining to submit a proposal.

   MATOC Contractors who do not submit proposals on at least 50% of projects solicited within a 24-month period, may be determined, at the Contracting Officer's discretion, to be ineligible for the MATOC minimum guarantee (see Section C.1).

10. **Fair Opportunity -** All MATOC Contractors will be given fair opportunity to be considered for each order exceeding the micro-purchase threshold issued under this MATOC, except as provided below:
    a. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
    b. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
    c. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order;
    d. It is necessary to place an order to satisfy a minimum guarantee;
    e. For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source; or
    f. The Contracting Officer sets aside the order for small businesses.

In determining eligibility to compete, the CO considers such factors as performance on task orders under the MATOC contract, quality, timeliness, special expertise, or other factors the CO determines are relevant to award a particular task order. Failure to prosecute the work diligently on task orders may be cause for the CO to determine a contractor in-eligible to compete on a TO-RFP. Additional factors that may make a contractor ineligible include poor past performance, failure to propose on TO-RFPs or a Sole Source action is justified.

11. **Evaluation Method and Procedures -** The basis of award for individual task orders may vary and will be described in the TO-RFP. Examples of a basis for award are:
    a. Based on price only.
    b. Based on both price and non-price factors, with the task order awarded to the Contractor offering the best value to the Government. The Government reserves the right to accept other than the lowest prices offer. The TO-RFP will describe whether price is less important, more important, or equal in importance to the non-price factors.

12. **Award Decision** – Whenever possible, award will be made without discussions. Task orders will be FFP or FFP with an economic price adjustment. The Government reserves the right to reject all offers.

13. **Task Order Award**
    a. **Award Notification** – The task order becomes binding when the Contracting Officer signs the order. Notice of task order award will be via email or Secure Large File Transfer Solution (SLFTS). The Notice to Proceed (NTP) may be issued separately, normally after receipt of acceptable performance and payment bonds.
    b. **Insurance** – Submit acceptable proof of insurance before beginning work.
    c. **Performance & Payment Bonds** – Submit Performance and Payment Bond documents upon request. Ensure the IDIQ contract number AND the task order number are included on each Performance and Payment Bond document. Bond documents not containing the required information will be returned for correction.
    d. **Task Order contract documents** – When electronic copies of the awarded task order are not feasible, the Contractor will be provided paper copies. All further reproduction shall be at the Contractor's expense.

C.5. EXCEPTIONS TO FAIR OPPORTUNITY (SOLE SOURCE) TASK ORDERS

1. The CO reserves the right to award a sole source task order in the following instances:
    a. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays; OR
    b. Only one IDIQ Contractor is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized; OR
    c. The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract,

provided that all awardees were given a fair opportunity to be considered for the original order; OR

d. It is necessary to place an order to satisfy a minimum guarantee.

2. Subcontractor costs under sole source task orders must show adequate competition. Adequate competition may normally be assumed when there are at least two independent subcontractor/supplier quotes.
3. Upon request, provide copies of subcontractor/supplier quotes with profit and overhead separately identified. The subcontractor/supplier quotes shall be in enough detail for the government to discern the scope of the services and materials included in the price.
4. All prices must be fair and reasonable. If required, audits may be performed. The Government may conduct negotiations.

C.6. PERFORMANCE EVALUATIONS

1. At the conclusion of each task order or when the Contractor's performance is considered less than satisfactory, the Government will complete a Contractor's performance evaluation. The evaluation will take into account all aspects of the Contractor's performance. The Contractor will be provided a copy of the performance evaluation and an opportunity to discuss the evaluation.
2. This office posts performance evaluations in the Contractor Performance Assessment Reporting System (CPARS) https://www.cpars.gov/. Upon receiving notice of evaluation availability, you will be given an opportunity to review the evaluation and submit comments.

C.7. PROTESTS OF TASK ORDER AWARDS

In accordance with FAR 16.508, no protest under part 33 is authorized in connection with the issuance or proposed issuance of an order under a task-order contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract, or a protest of an order valued in excess of $10 million. Protests of orders in excess of $10 million may only be filed with the Government Accountability Office, in accordance with the procedures at FAR 33.105.

Ombudsman. If a Contractor believes they were not fairly considered for a particular task order, the Contractor may present the matter to the CO. The Contractor may appeal the explanation or decision of the Contracting Officer to the Ombudsman. The DOT Task and Delivery Order Ombudsman is the Associate Director, Office of Acquisition Policy, Oversight and Business Strategies (M-61) located in the Office of the Senior Procurement Executive (M-60). The Ombudsman will review the Contractor's complaint, and in coordination with the CO, ensure that the Contractor was afforded a fair opportunity to be considered for the task order.

C.8. GENERAL CONTRACT REQUIREMENTS

Additional MATOC awards - The Government reserves the right to issue additional solicitations and award additional contracts covering the same scope of work and with the same geographic constraints as this contract. In this event, new MATOC contractors, in accordance

with the terms of their contracts, may compete for task orders with the Contractors selected under this solicitation.

C.9. MINIMUM STANDARDS FOR CRITICAL TASKS

TO-RFPs may set minimum employee and firm qualifications for critical tasks. The Contractor may be required to provide personnel and firms that meet or exceed the minimum qualification standards established in the TO-RFP.

SECTION D – PACKAGING AND MARKING

RESERVED

RESERVED

SECTION E – INSPECTION AND ACCEPTANCE

52.246-12 – Inspection of Construction (Aug. 1996)

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

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

(c) Government inspections and tests are for the sole benefit of the Government and do not-
  (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
  (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
  (3) Constitute or imply acceptance; or
  (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this- section.

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

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

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

(g) If the Contractor does not promptly replace or correct rejected work, the Government may-
  (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
  (2) Terminate for default the Contractor's right to proceed.

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

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

(End of Clause)

SECTION F – DELIVERIES OR PERFORMANCE

F.1. CLAUSES

52.252-2 – Clauses Incorporated by Reference (Feb 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/far
https://www.acquisition.gov/far-overhaul

FAR Number	Title	Date
52.211-13	52.211-13 Time Extensions *****NOTE***** *(Applicable to projects with interim or multiple completion dates)*	Sep 2000
52.242-14	Suspension of Work	Apr 1984

F.2. PERIOD OF SERVICE

This contract will be in effect for 60 months from the date of award. No work can be ordered after the 60 months have expired. All Task Orders will have their own completion date, which may extend beyond the end of the 60-month period.

RESERVED

SECTION G – CONTRACT ADMINISTRATION DATA

G.1. ACCOUNTING & APPROPRIATION DATA

This data will be included in individual Task Order Award documents.

G.2. GOVERNMENT-FURNISHED PROPERTY

When applicable, the Task Order Special Contract Requirements (SCRs) will include property information. Use and maintain the property in accordance with the applicable property clauses. See Task Order clauses and Task Order specifications.

G.3. CONTRACTING OFFICERS

The Contracting Officer(s) responsible for the MATOC contracts and soliciting/awarding Task Orders may be contacted at:

Eastern Federal Lands Highway Division
22001 Loudoun County Parkway
Building E2, Suite 300
Ashburn, VA 20147
Email: EFLHD.Contracts@dot.gov

RESERVED

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1. SHOP DRAWINGS, SUBMITTALS, & AS-BUILTS

Prepare all shop drawings, submittals, and as-builts for each Task Order in accordance with requirements contained therein and in FAR 52.236-21 *Specifications and Drawings for Construction*, including alternate I or II as appropriate.

H.2. USE OF RECOVERED MATERIALS ON FEDERAL LANDS HIGHWAY PROJECTS

Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6901 *et seq.)*, requires Federal, State, and local procuring agencies using appropriated Federal funds to purchase items composed of the highest percentage of recovered materials practical. Use of recovered materials is strongly encouraged on Federal Lands Highway Projects. Highway construction items covered by the Environmental Protection Agency's *Comprehensive Guidelines for Procurement of Products Containing Recovered Materials* include fly ash, ground granulated blast furnace slag, traffic barricades, traffic cones, hydraulic mulch, and compost for mulch.
Use of **fly ash** and ground **granulated blast furnace slag** and construction materials containing fly ash and ground granulated blast furnace slag on Federal Lands Highway Projects:

- It is the policy of the United States Government that fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag shall have maximum practicable opportunity for incorporation into its construction projects.
- The Contractor agrees to investigate the use of fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag to the fullest extent consistent with the efficient performance of this contract. Both the contractor and the subcontractors are urged to seek out suppliers of fly ash and ground granulated blast furnace slag, cement and concrete containing fly ash and ground granulated blast furnace slag and to solicit bids for these materials.
- Names of firms that supply fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag are available from the American Coal Ash Association and the National Slag Association.

RESERVED

PART II – CONTRACT CLAUSES

SECTION I – FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

NOTE: Each Task Order will contain the most up to date versions and required clauses as applicable.

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 these addresses:
https://www.acquisition.gov/far
https://www.acquisition.gov/far-overhaul
https://www.transportation.gov/administrations/assistant-secretary-administration/transportation-acquisition-regulation-tar

FAR NUMBER	TITLE	DATE
52.202-1	Definitions	Jun 2020
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	Jun 2020
52.203-7	Anti-Kickback Procedures	Jun 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020
52.203-13	Contractor Code of Business Ethics and Conduct	Nov 2021
52.203-14	Display of Hotline Poster(s)	Nov 2021
52.203-17	Contractor Employee Whistleblower	Nov 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Deviation Nov 2025)	Nov 2025
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Deviation Nov 2025)	Nov 2025
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Deviation Sep 2025)	Sep 2025

52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Deviation Sep 2025)	Sep 2025
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Deviation Sep 2025)	Sep 2025
52.210-1	Market Research (Deviation Jun 2025)	Jun 2025
52.215-2	Audit and Records—Negotiation (Deviation Oct 2025)	Oct 2025
52.215-8	Order of Precedence—Uniform Contract Format (Deviation Oct 2025)	Oct 2025
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data *****NOTE**** *(use if Task Order requires cost and pricing data)*	Aug 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Deviation Oct 2025) *****NOTE**** *(use if Task Order requires cost and pricing data)*	Oct 2025
52.215-12	Subcontractor Certified Cost or Pricing Data (Deviation Oct 2025)	Oct 2025
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (Deviation Oct 2025) *****NOTE**** *(use if Task Order requires cost and pricing data)*	Oct 2025
52.215-15	Pension Adjustments and Asset Reversions (Deviation Oct 2025) *****NOTE**** *(use if Task Order requires cost and pricing data)*	Oct 2025
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Deviation Oct 2025) *****NOTE**** *(use if Task Order requires cost and pricing data)*	Oct 2025
52.215-19	Notification of Ownership Changes (Deviation Oct 2025) *****NOTE**** *(use if Task Order requires cost and pricing data)*	Oct 2025
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Deviation Oct 2025) *****NOTE**** *(use if Task Order requires cost and pricing data)*	Oct 2025
52.216-4	Economic Price Adjustment - Labor and Material	Jan 2017

52.219-6	Notice of Total Small Business Set-Aside (Deviation Nov 2025)	Nov 2025
52.219-8	Utilization of Small Business Concerns (Deviation Nov 2025)	Nov 2025
52.219-14	Limitations on Subcontracting (Deviation Nov 2025)	Nov 2025
52.219-28	Post-Award Small Business Program Re-representation (Deviation Nov 2025)	Nov 2025
52.222-3	Convict Labor (Deviation Oct 2025)	Oct 2025
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation (Deviation Oct 2025)	Oct 2025
52.222-6	Construction Wage Rate Requirements (Deviation Oct 2025)	Oct 2025
52.222-7	Withholding of Funds (Deviation Oct 2025)	Oct 2025
52.222-8	Payrolls and Basic Records (Deviation Oct 2025)	Oct 2025
52.222-9	Apprentices and Trainees (Deviation Oct 2025)	Oct 2025
52.222-10	Compliance with Copeland Act Requirements (Deviation Oct 2025)	Oct 2025
52.222-11	Subcontracts (Labor Standards) (Deviation Oct 2025)	Oct 2025
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 (Deviation Oct 2025)	Oct 2025
52.222-15	Certification of Eligibility	May 2014
52.222-35	Equal Opportunity for Veterans (Deviation Oct 2025)	Oct 2025
52.222-36	Equal Opportunity for Workers with Disabilities (Deviation Oct 2025)	Oct 2025
52.222-37	Employment Reports on Veterans (Deviation Oct 2025)	Oct 2025
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Deviation Oct 2025)	Oct 2025
52.222-50	Combating Trafficking in Persons (Deviation Oct 2025)	Oct 2025
52.222-54	Employment Eligibility Verification (Deviation Oct 2025	Oct 2025
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation Oct 2025) **Executive Order 14026 (Increasing the Minimum Wage for Federal Contractors) was rescinded on March 14, 2025. Consult with the Department of Labor for guidance**	Oct 2025

	related to the wage determinations.	
52.222-62	Paid Sick Leave Under Executive Order 13706 (Deviation Oct 2025)	Oct 2025
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts (Deviation Jan 2026)	Jan 2026
52.223-3	Hazardous Material Identification and Material Safety Data *Alternate I (Jan 2026)* (Deviation Jan 2026)	Jan 2026
52.223-5	Pollution Prevention and Right-to-Know Information	May 2024
52.223-23	Sustainable Products (Deviation Jan 2026)	Jan 2026
52.226-7	Drug-Free Workplace	May 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	May 2024
52.227-1	Authorization and Consent	Jun 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Jun 2020
52.227-4	Patent Indemnity -- Construction Contracts	Dec 2007
52.228-2	Additional Bond Security	Oct 1997
52.228-5	Insurance-Work on a Government Installation	Jan 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
52.229-3	Federal, State, and Local Taxes	Feb 2013
52.232-5	Payments under Fixed-Price Construction Contracts	May 2014
52.232-16	Progress Payments (Deviation Nov 2025)	Nov 2025
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 *Alternate I (Sep 2025)* (Deviation Sep 2025)	Sep 2025
52.233-3	Protest after Award (Deviation Sep 2025)	Sep 2025
52.233-4	Applicable Law for Breach of Contract Claim (Deviation Sep 2025)	Sep 2025
52.236-2	Differing Site Conditions (Deviation Aug 2025)	Aug 2025
52.236-3	Site Investigation and Conditions Affecting the Work (Deviation Aug 2025)	Aug 2025
52.236-5	Material and Workmanship (Deviation Aug 2025)	Aug 2025

52.236-6	Superintendence by the Contractor (Deviation Aug 2025)	Aug 2025
52.236-7	Permits and Responsibilities (Deviation Aug 2025)	Aug 2025
52.236-8	Other Contracts (Deviation Aug 2025)	Aug 2025
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Deviation Aug 2025)	Aug 2025
52.236-10	Operations and Storage Areas (Deviation Aug 2025)	Aug 2025
52.236-11	Use and Possession Prior to Completion (Deviation Aug 2025)	Aug 2025
52.236-12	Cleaning Up (Deviation Aug 2025)	Aug 2025
52.236-13	Accident Prevention *Alternate I (Nov 1991)* (Deviation Aug 2025)	Aug 2025
52.236-14	Availability and Use of Utility Services (Deviation Aug 2025)	Aug 2025
52.236-15	Schedules for Construction Contracts (Deviation Aug 2025)	Aug 2025
52.236-17	Layout of Work (Deviation Aug 2025)	Aug 2025
52.236-21	Specifications and Drawings for Construction (Deviation Aug 2025) *Alternate I (Apr 1984)* *****NOTE**** *(Use Alternate I if reproducible shop drawings are needed)* *Alternate II (Apr 1984)* *****NOTE**** *(Use Alternate II if reproducible shop drawings are not needed)*	Aug 2025
52.236-23	Responsibility of the Architect-Engineer Contractor (Deviation Aug 2025)	Aug 2025
52.236-24	Work Oversight in Architect-Engineer Contracts	Apr 1984
52.236-25	Requirements for Registration of Designers	June 2003
52.240-92	Security Requirements (Deviation Sep 2025)	Sep 2025
52.242-13	Bankruptcy	Jul 1995
52.243-4	Changes (Deviation Jul 2025)	Jul 2025
52.244-2	Subcontracts	Jun 2020
52.244-6	Subcontracts for Commercial Products and Commercial Services (Deviation Oct 2025)	Oct 2025
52.245-1	Government Property *****NOTE**** *(Applicable if Government property provided)*	Sep 2021
52.245-9	Use and Charges *****NOTE**** *(Applicable if Government property provided)*	Apr 2012
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Deviation Oct 2025)	Oct 2025

52.248-3	Value Engineering--Construction	Oct 2025
52.249-2	Termination for Convenience of the Government (Fixed-Price) *Alternate I (Sep 1996)*	Apr 2012
52.249-10	Default (Fixed-Price Construction)	Apr 1984
52.253-1	Computer Generated Forms (Deviation Oct 2025)	Oct 2025

TRANSPORTATION ACQUISITON REGULATIONS (TAR) CLAUSES

TAR NUMBER	TITLE	DATE
1252.211-70	Index for Specifications	Nov 2022
1252.223-71	Accident and Fire Reporting	Nov 2022
1252.223-73	Seat Belt Use Policies and Programs	Nov 2022
1252.228-74	Notification of Payment Bond Protection	Nov 2022
1252.242-72	Dissemination of Contract Information	Nov 2022

FULL TEXT CLAUSES

52.204-13 System for Award Management—Maintenance (DEVIATION Nov 2025)

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

Commercial and Government Entity 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 (referred to as "CAGE code"); or

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

Unique Entity Identifier (UEI) means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) *Active registration*.

(1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at https://www.sam.gov during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

(2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) *Novation and change-of-name agreements*.
(1) If the Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to —
(i) Change the legal business name in SAM;
(ii) Comply with the requirements of FAR part 42; and
(iii) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with its written notification sufficient documentation to support the legally changed name.
(2) If the Contractor fails to comply with the requirements of paragraph (c)(1) of this clause, or fails to perform the agreement at paragraph (c)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
(d) *Assignees*.
(1) The Contractor shall not change the legal business name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR part 32). Assignees shall be separately registered in SAM.
(2) Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.
(e) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.
(f) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.
(g) Communicating changes. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

52.211-12 Liquidated Damages -- Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount <u>specified on individual Task Orders</u> for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of Clause)

52.216-18 Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award until the last day of the last month of the fifth year.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or Task Order and this contract, the contract shall control.

(c) (c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) if sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $50,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor --

(1) Any order for a single Task Order in excess of $60,000,000.

(2) Any order for a combination of items in excess of $60,000,000; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-22 Indefinite Quantity (Oct 1995) (DEVIATION Oct 2025)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery dates set forth in the task orders.

(End of Clause)

52.219-32 Task-Order and Delivery-Order Ombudsman (Sept 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract. The DOT Task and Delivery Order Ombudsman is the Associate Director, Office of Acquisition Policy, Oversight and Business Strategies (M-61) located in the Office of the Senior Procurement Executive (M-60).

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of Clause)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day before the expiration of the contract.

(End of Clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.219-13 Notice of Set-Aside of Orders (Mar 2020)

(a) The Contracting Officer may set aside orders for the small business concerns identified in 19.000(a)(3).

(b) The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of Clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors (DEVIATION Oct 2025)

(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)

52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (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 **Contracting Officer, Eastern Federal Lands Highway Division, 22001 Loudoun County Parkway, Building E2, Suite 300, Ashburn, VA 20147**

(End of clause)

52.225-9 Buy American Act–Construction Materials (Oct 2022) (DEVIATION Nov 2025)
(Applicable to orders less than $6,683,000.00)

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

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

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

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

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

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

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

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

Cost of components means—

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

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

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

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

Domestic construction material means—

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

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

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

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

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

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

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

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

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

of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

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

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

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

(b) Domestic preference.

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

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

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

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

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

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

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

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

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

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American

statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate

consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			
Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____
Item 2:			
Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____
[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].* *[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]* *[Include other applicable supporting information.]*			

(End of Clause)

52.225-11 Buy American Act--Construction Materials Under Trade Agreements (Nov 2023) (DEVIATION Nov 2025) ***(Applicable to orders greater than $6,683,000.00)***

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

Caribbean Basin country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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

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

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

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

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

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

Component means an article, material, or supply incorporated directly into a construction material.

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

Cost of components means—

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

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

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

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

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe,

Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-
   (i) An unmanufactured construction material mined or produced in the United States; or
   (ii) A construction material manufactured in the United States, if—
      (A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or
      (B) The construction material is a COTS item; or

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

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

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

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

Free Trade Agreement country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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

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

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

WTO GPA country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C.1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

[Contracting Officer is to list applicable excepted materials or indicate "none"]

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

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

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

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

(2) [Reserved]

(3) [Reserved]

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

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

(2) [Reserved]

(3) [Reserved]

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

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

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

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate

consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			
Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____
Item 2:			
Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____
[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].* *[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]* *[Include other applicable supporting information.]*			

(End of Clause)

Alternate I (Nov 2023)(DEVIATION Nov 2025). *(Applicable to orders between $6,683,000.00 and $13.749.689.00)*

As prescribed in 25.602 (c)(3), add the following definition of "Bahraini, Mexican, or Omani construction material" to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

"Bahraini, Mexican, or Omani construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a

COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, United States-Mexico-Canada Agreement, and the Oman FTA apply to this acquisition. Therefore, the Buy American statute restrictions are waived for designated country construction materials other than Bahraini, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahraini, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

52.228-13 Alternative Payment Protections (Jul 2000)

*****NOTE**(Applicable to Task Orders greater than $35,000 but not to exceed $150,000)***

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

Payment Bond
An irrevocable letter of credit
A tripartite escrow agreement
Certificate of deposit

(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 14 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.

(End of Clause)

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

*****NOTE**(Applicable to Task Orders greater than $150,000.00)***

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

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

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

(1) *Performance bonds (Standard Form 25)*. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25A)*. The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.
(3) Additional bond protection.
(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.
(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

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

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

U.S. Department of the Treasury,
Financial Management,
Service Surety Bond Branch,
3700 East West Highway,
Room 6 F01,
Hyattsville, MD 20782.
Or via the internet at http://www.fms.treas.gov/c570/.

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

(End of Clause)

52.229-2 North Carolina State and Local Sales and Use Tax. (Apr 1984)
*****NOTE**(Applicable to Task Orders where work is performed in the state of North Carolina).***

(a) "Materials," as used in this clause, means building materials, supplies, fixtures, and equipment that become a part of or are annexed to any building or structure erected, altered, or repaired under this contract.

(b) If this is a fixed-price contract, the contract price includes North Carolina State and local sales and use taxes to be paid on materials, notwithstanding any other provision of this contract. If this is a cost-reimbursement contract, any North Carolina State and local sales and use taxes paid by the Contractor on materials shall constitute an allowable cost under this contract.

(c) At the time specified in paragraph (d) of this clause, the Contractor shall furnish the Contracting Officer certified statements setting forth the cost of the materials purchased from each vendor and the amount of North Carolina State and local sales and use taxes paid. In the

event the Contractor makes several purchases from the same vendor, the certified statement shall indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina State and local sales and use taxes paid. The statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina State and local sales or use tax paid on this property by the Contractor. The Contractor must show any local sales or use taxes included in the Contractor's statements separately from the State sales or use taxes. The Contractor shall furnish any additional information the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim for sales or use taxes. The Contractor shall also obtain and furnish to the Contracting Officer similar certified statements by its subcontractors.

(d) If this contract is completed before the next October 1, the Contractor shall submit certified statements to be furnished pursuant to paragraph (c) of this clause within 60 days after completion. If this contract is not completed before the next October 1, the Contractor shall submit certified statements on or before November 30 of each year that include taxes paid during the 12-month period that ended the preceding September 30

(e) The Contractor shall use the following format for the certified statements to be furnished pursuant to paragraph (c) of this clause:
I hereby certify that during the period _____ to _____ [*insert dates*], ____ [*insert name of Contractor or subcontractor*] paid North Carolina State and local sales and use taxes aggregating $_____ (State) and $_____ (local), with respect to building materials, supplies, fixtures, and equipment that have become a part of or annexed to a building or structure erected, altered, or repaired by _____ [*insert name of Contractor or subcontractor*] for the United States of America, and that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina State and local sales and use taxes paid on the property (shown separately), and the cost of property withdrawn from warehouse stock and North Carolina State and local sales or use taxes paid on this property are as set forth in the attachments.

(End of clause)

52.240-91 Security Prohibitions and Exclusions (DEVIATION Sep 2025)

(a) *Definitions.* As used in this clause—
American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.
Covered article, as defined in 41 U.S.C. 4713(k), means:
(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
    (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
    (ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
    (i) Of that equipment; or
    (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

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

(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

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

Kaspersky Lab-covered article means any hardware, software, or service that—
(1) Is developed or provided by a Kaspersky Lab-covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—
(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

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

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

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

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

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.
Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.
Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).
Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:
  (1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));
  (2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));
  (3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—
    (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    (ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.
  (1) Prohibition. The Contractor is prohibited from—
    (i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);
    (ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and
    (iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).
  (2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is

consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

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

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

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

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

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

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

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

(2) *Office of Foreign Assets Control Restrictions*.

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

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

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

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

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

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

(4) *Iran prohibitions*.

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

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

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

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

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, 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 order 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.

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

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

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

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:
   (i) Contract number and order number, if applicable;
   (ii) The specific prohibition the product or service is not complying with;
   (iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
   (iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
   (v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
   (vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
   (vii) Whether alternative products or services are available that would comply with the prohibition;
   (viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
      (A) Brand;
      (B) Model number, OEM number, manufacturer part number, or wholesaler number; and
      (C) Item description, as applicable.
   (ix) Any readily available information about mitigation actions implemented or recommended.
(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
   (i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.
   (ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
   (iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

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

(i) *New FASCSA orders report*.

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

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

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

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

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

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

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

52.240-93 Basic Safeguarding of Covered Contractor Information Systems (DEVIATION Sep 2025)

(a) Definitions. As used in this clause—

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

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites)or simple transactional information (such as information necessary to process payments).

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

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

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

(b) *Safeguarding requirements*.

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or

commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

Local Clause: U.S. Department of Transportation Federal Highway Administration Transportation Acquisition Regulation (TAR) Class Deviation (CD) No. 2025-02 Amendment 01

1252.232-70 Electronic Submission of Payment Requests. (DEVIATION) (AUG 2025)

(a) *Definitions*. As used in this clause—
  (1) *Contract financing payment* has the meaning given in FAR 32.001.
  (2) *Payment request* means a bill, voucher, invoice, or request for contract financing payment or invoice payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices," this clause, and the applicable Payment clause included in this contract.
  (3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.
  (4) *Invoice payment* has the meaning given in FAR 32.001.

(b) *Electronic payment requests*. Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Governmentwide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Processing system*. The Department of Transportation utilizes the DELPHI system for processing invoices. The DELPHI module for submitting invoices is called *iSupplier*. Access to DELPHI is granted with electronic authentication of credentials (name & valid email address) utilizing the GSA credentialing platform *login.gov*. Vendors submitting invoices are required to submit invoices via *iSupplier* (DELPHI) and authenticated via *www.login.gov*.

(d) *Invoice requirements.* To receive payment and in accordance with the Prompt Payment Act, all invoices submitted as attachments in *iSupplier* (DELPHI) shall contain the following:
  (1) Invoice number and invoice date.
  (2) Period of performance covered by invoice.
  (3) Contract number and title.
  (4) Task/Delivery Order number and title (if applicable).
  (5) Amount billed (by CLIN), current and cumulative.
  (6) Total ($) of billing.
  (7) Cumulative total billed for all contract work to date.
  (8) Name, title, phone number, and mailing address of person to be contacted in the event of a defective invoice.
  (9) Travel. If the contract includes allowances for travel, all invoices which include charges pertaining to travel expenses will catalog a breakdown of reimbursable expenses with the appropriate receipts to substantiate the travel expenses.
  (10) **The following statement "The Contractor certifies that, by submitting this invoice to the Government, the supplies and/or services billed have been shipped, rendered, or delivered in accordance with instructions issued by the ordering officer; that they are reflected in the quantities and/or period of performance stated on the invoice;**

and that such supplies and/or services conform to the quantity and quality requirements specified in the applicable contract, order, or blanket purchase agreement. Furthermore, pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Contractor certifies that it is in compliance with the Equal Protection principles of the Constitution and all applicable Federal anti-discrimination laws, and acknowledges that such compliance is material to the Government's payment decision under the False Claims Act (31 U.S.C. § 3729(b)(4)). The Contractor also affirms that it does not operate any diversity, equity, and inclusion (DEI) initiatives that are inconsistent with the Equal Protection principles of the Constitution and the non-discrimination requirements of Federal law, as interpreted by the Supreme Court in Students for Fair Admissions v. Harvard, 600 U.S. 181 (2023)."

(e) *Payment system registration*. All persons accessing the *iSupplier* (DELPHI) will be required to have their own unique user ID and password and be credentialed through *login.gov*.
   (1) *Electronic authentication*. See *www.login.gov* for instructions.
   (2) To create a *www.login.gov* account, the user will need a valid email address and a working phone number. The user will create a password and then *www.login.gov* will reply with an email confirming the email address.
   (3) *iSupplier* (DELPHI) registration instructions: New users should navigate to: *http://einvoice.esc.gov* to establish an account. Users are required to log in to *iSupplier* (DELPHI) every 45 days to keep it active.
   (4) *Training on DELPHI*. To facilitate use of DELPHI, comprehensive user information is available at *http://einvoice.esc.gov*.
   (5) *Account Management*. Vendors are responsible to contact their assigned COR when their firm's points of contacts will no longer be submitting invoices, so they can be removed from the system.

(f) *Waivers*. For contractors/vendors who are unable to utilize DOT's DELPHI system, waivers may be considered by DOT on a case-by-case basis. Vendors should contact their Contracting Officer's Representative (COR) for procedures.

(g) *Exceptions and alternate payment procedures*. If, based on one of the circumstances set forth in 1232.7002(a) or (b), and the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request. If DELPHI is succeeded by later technology, the Contracting Officer will supply the Contractor with the latest applicable electronic invoicing instructions.

(End of clause)

Local Clause: Past Performance Evaluation of Contractors (Sep 2018)

(a) Interim and final evaluations of contractor performance will be prepared in accordance with FAR subsection 42.11 and TAM subsection 1242.15. The final performance evaluations will be prepared at the time of completion of work.

(b) The Contractor can elect to review the evaluation and submit additional information or provide a rebuttal statement. The contractor will be permitted 60 calendar days to respond from the date of receipt of the evaluation. Contractor response is voluntary. If the contractor

does not respond within 60 days, the Government will presume that the Contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer, whose decision is final.

(c) Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

The Federal Highway Administration utilizes the Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. CPARS hosts a suite of web-enabled applications that are used to document contractor performance information that is required by Federal Regulations. The CPARS module assesses performance on contracts for Systems, Services, Information Technology, and Operations Support; Architect-Engineer contracts; and Construction contracts. Reference material can be accessed in CPARS.

The registration process requires the Contractor to identify an individual that will serve as a primary contact. This individual will be authorized to access the evaluation for review and comment. In addition, the Contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 60-day period. After the FHWA Focal Point registers the contract in CPARS, the contractor representative will receive a system generated email notifying him/her that the contract is registered. A system generated email will also provide the Contractor with a User ID if the person does not already have a CPARS User ID.

After a performance evaluation has been prepared and is ready for comment, the Contractor representative will receive a system generated email notification that the performance evaluation is electronically available for review and comment. The Contractor representative will receive an automated email whenever an assessment is completed and can subsequently retrieve the completed assessment from CPARS.

Contractors may access evaluations in CPARS for review and comment.

(End of clause)

Part III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

Base Contract Attachments:

Attachment 1: Technical Information Form
Attachment 2: Past Performance Questionnaire
Attachment 3: VETS-4212 Form

Seed Project Attachments:

Attachment 4: Statement of Work for Seed Project.....1 page
Attachment 5: B-Pages Instructions & Proposal Schedule for Seed Project.....Instruction Pages 1 - 2 and Proposal Schedule Pages B-1 - B-4
Attachment 6: Special Contract Requirements (SCRs) for Seed Project.....Pages J-1 - J-30
Attachment 7: Plans Sheets for Seed Project.....Pages 1 - 107
Attachment 8: Permit Tracking Form & Permits Obtained for Seed Project.....Pages 1 - 43
Attachment 9: NEPA CE PA ERFO FW TCM 2020-1(1).....Pages 1 - 16
Attachment 10: Minimum Wage Determination for Seed Project.....Pages 1 - 20
Attachment 11: Bid Bond for Seed Project.....Pages 1 - 4

RESERVED

PART IV – REPRESENTATION AND INSTRUCTIONS

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

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. Examples include 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to update their entity registration to remove these representations in SAM.

K.1. PROVISION BY REFERENCE

Each Task Order will contain the most up to date versions and required provisions as applicable.

FAR 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):
https://www.acquisition.gov/far
https://www.acquisition.gov/far-overhaul

FAR NUMBER	TITLE	DATE
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation	Jan 2017

(End of provision)

K.2. FULL TEXT PROVISIONS

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 database via https://www.sam.gov/ (see 52.204-7).

(End of provision)

52.209-13 Violation of Arms Control Treaties or Agreements--Certification (DEVIATION Sep 2025)

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

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

__ (1) The Offeror certifies that–
(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in

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

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii)A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review

the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

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

(d) Do not submit an offer unless—

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

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

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

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

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

(End of provision)

52.219-1 Small Business Program Representations (DEVIATION Nov 2025)

(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 237310.

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

(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)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Sep 2025)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment

Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
    (i) To restrict the free flow of unbiased information in Iran; or
    (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.

(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
(2) *FASCSA Orders*.
    (i) The Offeror shall search in SAM for the phrase "FASCSA order" 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 (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
    (ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
    (iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA 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, excepts waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry(that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii)Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $10,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1)of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii)The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

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

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

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

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

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

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

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

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

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

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

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

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

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

COMPANY CONTACT INFORMATION

Please list your company's primary contact for this solicitation.

Name: _____

Title: _____

Email: _____

Phone: _____

FAX: _____

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 – PROVISIONS BY REFERENCE

FAR 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):
https://www.acquisition.gov/far
https://www.acquisition.gov/far-overhaul
https://www.transportation.gov/administrations/assistant-secretary-administration/transportation-acquisition-regulation-tar

FAR NUMBER	TITLE	DATE
52.203-2	Certificate of Independent Price Determination	Apr 1985
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sept 2024
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts).	Aug 2024
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts)	Aug 2024
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation (Deviation Sep 2025)	Sep 2025
52.209-5	Certification Regarding Responsibility Matters (Deviation Sep 2025)	Sep 2025
52.209-7	Information Regarding Responsibility Matters (Deviation Sep 2025)	Sep 2025
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation Sep 2025)	Sep 2025
52.214-34	Submission of Offers in the English Language	Apr 1991
52.214-35	Submission of Offers in U.S. Currency	Apr 1991
52.215-1	Instructions to Offerors—Competitive Acquisition (Deviation Oct 2025)	Oct 2025
52.216-27	Single or Multiple Awards	Oct 1995

52.223-1	Biobased Product Certification (Deviation Jan 2026)	Jan 2026
52.223-4	Recovered Material	May 2008
52.232-13	Notice of Progress Payments	Apr 1984

TRANSPORTATION ACQUISITON REGULATIONS (TAR) CLAUSES

TAR NUMBER	TITLE	DATE
1252.216-70	Evaluation of Offers Subject to an Economic Price Adjustment Clause	Nov 2022

L.2 FULL TEXT PROVISIONS

52.204-7 System for Award Management – Registration (DEVIATION Nov 2025)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

(a) *Definitions*. As used in this provision—
Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.
Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.
Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.
Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).
Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.
Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management—Maintenance, of this solicitation.

(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:

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

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.

(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) *Taxpayer identification number (TIN)*.

(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A,and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for Invalidation; and

(3) *Commercial and Government Entity (CAGE) code*.

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

(A) Itself;

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

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

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

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	**Then…**
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(c) *Representations and certifications*.

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	Title	Date
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	Nov 2015
52.209-5	Certification Regarding Responsibility Matters	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
52.219-1	Small Business Program Representations	Feb 2024
52.219-1Alt I	Small Business Program Representations, with its Alternate I	Feb 2024
52.219-1Alt II	Small Business Program Representations, with its Alternate II	Mar 2023
52.226-2	Historically Black College or University and Minority Institution Representation	Oct 2014

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) *Other information*. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

52.216-1 Type of Contract (DEVIATION Oct 2025)

The Government contemplates award of up to four Indefinite-Delivery Indefinite-Quantity (MATOC) Contracts resulting from this solicitation. Task Orders placed under MATOC contracts will be either firm fixed-price, firm fixed price with economic price adjustment, or firm fixed price lump sum.

(End of provision)

52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (DEVIATION Oct 2025)

(a) (1) The Offeror shall notify the Government if the Offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the Offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the Offeror shall request a determination from the Contracting Officer.

(b) (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the Offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an Offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.225-10 Notice of Buy American Requirement—Construction Materials (May 2014)
*****Applies to Task Orders valued at less than *$6,708,000.00*.**

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

ALTERNATE I (May 2014) *(Used if insufficient time is available to process a determination regarding the inapplicability of the Buy American statute before receipt of offers.)*
As prescribed in 25.602(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determinations of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

52.225-12 Notice of Buy American Requirement—Construction Materials Under Trade Agreements (May 2014)
*****Applies to Task Orders valued at *$6,708,000.00* or more.**

(a) *Definitions*. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American—Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.
  (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.
  (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.
  (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.
  (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—
   (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
   (ii) May be accepted if revised during negotiations.

(End of provision)

ALTERNATE I (May 2014) *(Used if insufficient time is available to process a determination regarding the inapplicability of the Buy American statute before receipt of offers.)*
As prescribed in 25.602(d)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determination of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11.

ALTERNATE II (Nov 2023). *(Applicable to orders between $6,708,000.00 and $13,296,489.00)*
As prescribed in 25.602(d)(3), add the definition of "Bahraini, Mexican, or Omani construction material" to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

(d) *Alternate offers*.
   (1) When an offer includes foreign construction material, except foreign construction material from a designated country other than Bahrain, Mexico, or Oman that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahraini, Mexican, or Omani construction material.
   (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
   (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahraini, Mexican, or Omani construction material. An offer based on use of the foreign construction material for which an exception was requested-
      (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
      (ii) May be accepted if revised during negotiations.

52.228-1 Bid Guarantee (Sep 1996)

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

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

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

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

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

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

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

(End of Provision)

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

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee—

(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.

(b) The Offeror shall include with its offer the information required at paragraph (a) of this provision within the timeframe specified in the provision at FAR 52.228-1, Bid Guarantee, or as otherwise established by the Contracting Officer.

(c) The Contracting Officer may release the security interest on the individual surety's assets in support of a bid guarantee based upon evidence that the offer supported by the individual surety will not result in contract award.

(End of Provision)

52.233-2 Service of Protest (DEVIATION Sep 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.

(End of provision)

SEED PROJECT SITE VISIT POINT OF CONTACT INFORMATION:

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

Site visits may be arranged during normal duty hours by contacting:

Primary Point of Contact Name: Mr. Lamar Gore, Refuge Manager
Telephone: 413-207-1939
Email: Lamar_Gore@fws.gov

Address: John Heinz Wildlife Refuge at Tinicum
8601 Lindbergh Boulevard
Philadelphia, PA 19153-2501

Site visit point of contact is not available for answering any questions.

Please send all questions concerning construction projects to eflhd.contracts@dot.gov. Include the solicitation number, project name, number, requesting firm, address, a point of contact and telephone number.

L.3. GENERAL INSTRUCTIONS

General: Eastern Federal Lands Highway Division (EFLHD), also referred to as "the Government," is soliciting all eligible small business concerns/teams (Offerors) to participate in the solicitation, also referred to as the Request for Proposal or "RFP" process. Offerors shall submit a technical proposal and a corresponding price proposal (for the "seed project") as described in section L.4. PROPOSAL SUBMITTAL INSTRUCTIONS of this solicitation. The technical proposal shall be presented in a clear and logical manner. Offerors are cautioned that statements such as "will comply" or "will meet the intent of" or other such paraphrasing will not be acceptable. The technical portion of the proposal shall contain sufficient information to enable the evaluators to make a complete analysis of the proposal.

Inquiries: All inquiries concerning the solicitation must be in writing. EFLHD will not be bound by, and the Offeror shall not rely on, any oral communication regarding the solicitation documents. No requests for additional information or clarification to any other government office, consultant, employee, or agency will be considered.

Questions concerning the solicitation may be directed to the Contracting Officer via email to: EFLHD.Contracts@dot.gov. Please be sure to put RFP No. 693C73-26-R-000047 – Northeast Region Construction MATOC in the subject line of your email.

Amendments: All amendments will be issued electronically on the Government Point of Entry website. This website is located at https://www.sam.gov/.

The Offeror shall acknowledge receipt of all amendments on either the SF 1442 (block 19) or by signing and returning the amendment form (SF 30). Failure to acknowledge receipt of amendments may result in rejection of your offer.

Cross Referencing: To the greatest extent possible, each element in the proposal shall be written on a stand-alone basis, so that it may be evaluated with a minimum of cross-referencing to other elements of the proposal. Information required for proposal evaluation, which is not found at the relevant element, may be assumed to have been omitted from the proposal.

Source Selection Evaluation Process: In accordance with Federal Acquisition Regulation (FAR) 15.103-1, EFLHD is conducting a Tradeoff Source Selection Process for this procurement. The general steps of this selection process are described below:

Step 1: Eligible Offerors submit a technical proposal and corresponding price proposal no later than the due date and time stated in block 13a of the SF 1442 on page A-3 of the solicitation.

Step 2: The Government reviews and evaluates technical proposals according to each technical factor as specified in Section M of this solicitation: Technical Factor 1 – Proposed Prime Contractor's Recent and Relevant Experience; Technical Factor 2 – Past Performance; and Technical Factor 3 – Construction & Design Capacity and Resources.

Step 3: A tradeoff analysis of the non-price factors and price is conducted to make a determination of which offerors provide the best value to the Government.

Responsibility Determination: Award shall not be made to any Offeror failing to be determined responsible in accordance with FAR 9.104. As part of this determination, all contractors must have adequate financial resources to perform the contract or the ability to obtain them.

Source Selection Evaluation Board (SSEB): The SSEB will evaluate the technical proposals in accordance with the evaluation criteria specified in Section M of this solicitation.

Award: After evaluating the proposals in accordance with the evaluation criteria, the Government will award up to four (4) MATOC IDIQ contracts to the top-rated firms.

Debriefings. In accordance with FAR 15.301-1, unsuccessful Offerors may submit a written request for a post-award debriefing to the Contracting Officer. Unsuccessful Offerors will be debriefed and furnished the basis for the selection decision and contract award. Debriefing information shall include:
1. The Government's evaluation of the significant weaknesses or deficiencies in the Offeror's proposal, if applicable;
2. The overall evaluated cost or price and technical rating, if applicable, of the successful offerors and the debriefed offeror, and past performance information on the debriefed offeror;
3. A summary of the rationale for award;
4. Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing must not reveal any information prohibited from disclosure by part 24 or exempt from release under the Freedom of Information Act.

Proposal Retention: The government will retain one copy of all unsuccessful proposals. Unless the Offeror requests otherwise, the Government will destroy extra copies of unsuccessful proposals.

Cost of Proposal: This solicitation does not commit the Government to pay any costs incurred for preparation of proposals.

L.4. PROPOSAL SUBMITTAL INSTRUCTIONS

All proposals are to be submitted electronically.

Submit one (1) technical proposal and one (1) price proposal electronically via one (1) email containing two (2) pdf attachments. One pdf attachment shall be the technical proposal, and the second pdf attachment shall be the price proposal. **Electronic proposals will be accepted via email only when sent to EFLHD.Contracts@dot.gov**. Proposals submitted to any other email address will not be accepted. Proposal submissions should be easily identifiable by providing the following on the subject line of your email: **RFP No. 693C73-26-R-000047 – Northeast Region Construction MATOC - Company Name**

The technical proposal and corresponding price proposal for the seed project must be received no later than the due date and time specified in the Request for Proposal (see page A-3, SF 1442 Block 13a). It is the Offeror's sole responsibility to see that its proposal documents are received. Proposal documents received after the due date and time will be rejected without consideration or further evaluation.

EFLHD reserves the right to request clarification of the proposals during the period following submittal. The Offerors agree to respond to EFLHD's request with the appropriate personnel to answer questions necessary to provide clarification of any areas where the intent or meaning of the proposals is in doubt. Such requests will be for purposes of clarification only. Clarifications are not discussions. Changes or modifications to the proposals will not be permitted, except as provided by FAR Part 15.107. Information submitted that was not requested in this solicitation will not be evaluated.

TECHNICAL PROPOSAL

Each technical proposal must include the following information:

- Authority to sign.
- SF1442 Solicitation Offer & Award (Pages A-3 and A-4).
  - Complete blocks 14, 15, 16, 19, 20A and 20B. Sign block 20B.
- Section K - Representations and Certifications, and Other Statements of Offerors or Respondents.
- Technical Information Form **(one form for each project)** with contact information.
- Past performance information from the project owner/agency.
- Letter from an acceptable surety indicating current performance and payment bonding capacity (per contract and aggregate).
- Narrative description of Offeror's previous experience performing or obtaining design services and/or strategy to obtain design services.
- Narrative description of Offeror's previous experience performing multiple contracts at the same time and/or strategy to perform multiple contracts at the same time including the ability to mobilize quickly if/when necessary (i.e. emergencies, natural disasters, weather-related events, etc.).

Narratives in each Technical Information Form must meet the following requirements:

- Submitted on 8 ½" by 11" sheets of paper;
- No more than 10 pages for each submitted project under Technical Factor 1;
- Minimum 12-point font;
- Use of bold face type for paragraph headings is acceptable; and
- Each page of each copy should contain the following legend in the footer: **"Source Selection Information"**

PRICE PROPOSAL

Offerors are cautioned to review all sections carefully and complete the necessary fill-ins and certifications.

Prices shall be submitted for all items listed in the solicitation. Prices will be evaluated by looking at proposed prices that are within a reasonable price range based on a comparative assessment of ALL the price proposals received. The Government intends to evaluate proposals and make award without discussions. However, during the evaluation period the Government may determine that it is necessary to conduct discussions.

Noncompliance: Noncompliance with any of the RFP requirements may raise serious questions regarding an Offeror's technical and/or cost performance and may be grounds to eliminate the proposal from consideration for contract award.

Completion and submission of an offer (proposal) will indicate the Offeror's unconditional assent to the terms and conditions in this RFP, including all amendments.

NOTE: Submit or update your Online Representations and Certifications in your System for Award Management entity record at https://www.sam.gov before proposal submittal. You do not need to include a printout of the Online Representations and Certifications with the proposal.

SECTION M – EVALUATION FACTORS FOR AWARD

Factor 1: Prime Contractor Recent and Relevant Experience

Requirements

Submit a maximum of eight (8) contracts as a prime and/or sub-contractor meeting the following requirements:

(1) Completed after September 1, 2020, or the project is at least 50% complete as of the date of proposal submission; AND
(2) Minimum 15% of the work performed by the offeror; AND
(3) Similar scope and size to anticipated awards under this contract.

Elements

Each submitted project should discuss / reflect as many of the following elements below as possible:

(1) Roadway reconstruction of 1-mile or more corridor.
(2) Gravel or natural surface roadway and trail rehabilitation.
(3) Embankment construction with or without retaining walls.
(4) Pipe and box culvert repairs or replacement.
(5) Reassembly or new construction of stone masonry features such as: headwalls, curbing or rock facing.
(6) Rehabilitation or new construction of a vehicular bridge.
(7) Pavement preservation of 1-mile or more corridor.
(8) Bridge preservation work of 2 or more structures that includes repairs of deteriorated concrete deck, expansion joint replacement, abutment/pier and wingwall repairs or replacements, bridge railings, or bearings.
(9) Projects that required coordination with a design team in the planning, permitting, design, or construction of a project.
(10) Projects that included environmental restrictions and required strict adherence to the approved limits of disturbance.
(11) Projects that required cooperation and coordination with adjacent projects or 3rd party operations.
(12) Projects that required simultaneous coordination with multiple federal, state, and local agencies for the successful completion of a construction project.

Submittal

Complete Technical Information Form for each project that contains the requirements and elements specified above.

Contact Information – Submit the name of the contracting agency/private sector company, the name of the primary person responsible for the contract, phone number, address, and e-mail address. Failure to provide a Point of Contact for a contract may eliminate that associated project from consideration under Factors 1 and 2. Failure to provide Points of Contact for all of the contracts may eliminate the Offeror from further consideration.

Factor 1 – Prime Contractor's Recent and Relevant Experience	
Rating	**Description/Indicators**
High Confidence	Based on the Offeror's recent and relevant experience, the Government has high confidence that the Offeror will successfully perform the required effort of any of the elements mentioned above with little or no Government intervention.
Some Confidence	Based on the Offeror's recent and relevant experience, the Government has some confidence that the Offeror will successfully perform the required effort of any of the elements mentioned above with some Government intervention.
Low Confidence	Based on the Offeror's recent and relevant experience, the Government has low confidence that the Offeror will successfully perform the required effort of any of the elements mentioned above even with some Government intervention.

Factor 2: Past Performance - Past performance of the proposed prime contractor

Requirement

Past performance will be evaluated utilizing data retrieved from the Contractor Performance Assessment Rating System (CPARS) and information received from other, non-federal agencies. Evaluation will be made on the following subfactors:

(1) Technical Quality of Product/Service;
(2) Schedule/Timeliness;
(3) Management or business relations; and
(4) Subcontracting (applicable only to contracts including a subcontracting plan).
(5) Regulatory Compliance
(6) Other Areas (i.e. Safety)

All relevant final past performance information currently available in CPARS will be evaluated.

Submittal

For projects submitted for the Factor 1 criteria, offerors shall submit copies of all completed past performance evaluations made available to them from the project owner. Include the name of the contracting agency/private sector company, the name of the primary person responsible for the contract, phone number, address, and e-mail address.

If past performance information is received on a project where a final rating in CPARS exists, the CPARS evaluation will serve as the official rating of record for evaluation purposes and the submitted past performance information will not be evaluated.

Factor 2 – Past Performance	
Rating	**Description/Indicators**
High Confidence	Based on the Offeror's recent relevant past performance, the Government has high confidence that the Offeror will successfully perform the required effort with little or no Government intervention.
Some Confidence	Based on the Offeror's recent relevant past performance, the Government has some confidence that the Offeror will successfully perform the required effort with some Government intervention.
Low Confidence	Based on the Offeror's recent relevant past performance, the Government has low confidence that the Offeror will successfully perform the required effort even with some Government intervention.
Unknown Confidence/ Neutral	In the case of an offeror without a record of past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

Note: A neutral rating will be assigned in the absence of relevant past performance.

Factor 3: Construction & Design Capacity and Resources - The Government will review and evaluate the Offeror's bonding capacity and workforce capacity of the firm to handle multiple task orders. Provide documentation of the bonding capacity of the firm. Explain how your company would handle multiple task orders if several were awarded within a short time frame and located in different areas in the Northeast Region.

Requirements

Bonding capacity meeting the following requirements:

(1) Bonding company is an acceptable surety. (See https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm)

(2) Show a single contract bonding capacity of $3,000,000 or greater.

(3) Show an aggregate bonding capacity of $15,000,000 or greater.

Ability to acquire the necessary services from design professionals.

Ability to perform multiple task orders if several were awarded within a short time frame and located in different areas within the U.S., including the ability to mobilize quickly when necessary.

Submittal
Letter or other signed written document from a bonding company or surety stating the contractor's current single contract and aggregate bonding limits.

Narrative description of Offeror's previous experience performing or obtaining design services and/or strategy to obtain design services.

Narrative description of Offeror's previous experience performing multiple contracts at the same time and/or strategy to perform multiple contracts at the same time including the ability to mobilize quickly if/when necessary (i.e. emergencies, natural disasters, weather-related events, etc.).

Factor 3 – Construction & Design Capacity and Resources	
Rating	**Description/Indicators**
High Confidence	Based on the Offeror's current single contract and aggregate bonding capacity; narrative description of its previous experience obtaining and/or performing design services or strategy to obtain design services; and narrative description of its previous experience performing multiple contracts at the same time and/or its strategy to perform multiple contracts at the same time, the Government has high confidence that the Offeror will successfully perform the required effort with little or no Government intervention.
Some Confidence	Based on the Offeror's current single contract and aggregate bonding capacity; narrative description of its previous experience obtaining and/or performing design services or strategy to obtain design services; and narrative description of its previous experience performing multiple contracts at the same time and/or its strategy to perform multiple contracts at the same time, the Government has some confidence that the Offeror will successfully perform the required effort with some Government intervention.
Low Confidence	Based on the Offeror's current single contract and aggregate bonding capacity; narrative description of its previous experience obtaining and/or performing design services or strategy to obtain design services; and narrative description of its previous experience performing multiple contracts at the same time and/or its strategy to perform multiple contracts at the same time, the Government has low confidence that the

	Offeror will successfully perform the required effort even with some Government intervention.

Factor 4: Price – Proposed price on initial Task Order

Criteria

(1) Reasonable: Proposed unit prices are based on current market conditions and reasonable to effectively perform the task order.

Submittal

Bid Schedule for the seed project.

Rating	Description / Indicators
Acceptable	Price proposal is reasonable.
Unacceptable	Price proposal is NOT reasonable.

Basis for Award

This is a competitive solicitation using the Best Value with Tradeoffs source selection process. The Government will evaluate both price and non-price factors and will make awards to the offerors proposing the combination of factors which offers the best value to the Government.

The relative importance of non-price factors are as follows:

Factor 1 is most important.
Factor 2 is second most important.
Factor 3 is third most important.

All evaluation factors other than price, when combined, are significantly more important than price.

After proposals have been evaluated against the factors in Section M, the Government expects to award up to four (4) IDIQ contracts.