| SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) | 1. SOLICITATION NO. 140P5426R0014 | 2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL | 3. DATE ISSUED 06/11/2026 | PAGE 1 OF 3 PAGES |
|---|---|---|---|---|

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

| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. 0044042213 | 6. PROJECT NO. |
|---|---|---|

| 7. ISSUED BY CODE PSS | 8. ADDRESS OFFER TO |
|---|---|
| NPS, SER - South MABO<br>40001 SR 9336<br>Homestead FL 33034 | noelli_medinamarin@ios.doi.gov |

| 9. FOR INFORMATION CALL | a. NAME | b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* |
|---|---|---|
| | Noelli Medina | 4708190940 |

## SOLICITATION

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

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

SOW, Wage Rate

11. The contractor shall begin performance within 0 calendar days and complete it within 240 calendar days after receiving ☒ award, ☐ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** _____ ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1700 ***(hour)*** local time 07/10/2026 (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 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

## OFFER *(Must be fully completed by offeror)*

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

CODE FACILITY CODE

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

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

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

| AMENDMENT NUMBER | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| DATE. | | | | | | | | | | |

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

20b. SIGNATURE

20c. OFFER DATE

## AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

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

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

26. ADMINISTERED BY PSS

DOI, NPS, SER - South MABO
40001 SR 9336
Homestead FL 33034

27. PAYMENT WILL BE MADE BY

### *CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE*

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

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

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

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

Noelli Medina

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | Delivery: 04/30/2027<br>Delivery Location Code: 0011283068<br>NPS, San Juan NHS<br>Fort San Cristobal<br>Old San Juan PR 00901-2094 US<br><br>Period of Performance: 08/01/2026 to 04/30/2027 | | | | |
| 00010 | Installation of Photovoltaic (PV) Solar Power System at El Abanico Outworks Restroom<br>Product/Service Code: 6117<br>Product/Service Description: SOLAR ELECTRIC POWER SYSTEMS | | | | |

# TABLE OF CONTENTS

**PART I – The Schedule**

A – Solicitation Form....6
B – Bid Schedule....8
Price Schedule....8
C - Description/Specifications....9
D - Packaging and Marking....9
E - Inspection and Acceptance....10
Inspection of Construction....10
F - Deliveries or Performance....10
Commencement, Prosecution, and Completion of Work....10
Performance of Work by the Contractor....10
Suspension of Work....10
G - Contract Administration Data....10
Administration Contacts....10
Technical Direction....10
Correspondence, Contract Payments, and Job Site Administration....11
Subcontracting....11
H - Special Contract Requirements....11
EO-Prohibition of Text Messaging While Driving....11
Safety, Progress Meetings, and Payroll....11
Work Hours and Use of Premises....12
Disposal, Contractor Employees, and Permits....12
Quality of Work, Completion of Work, and Material Approval Submittals....13
DOI Electronic Invoicing and Payment Requirements (IPP)....13

**PART II - Contract Clauses**

I - Contract Clauses....14
Clauses Incorporated by Reference....14
Release of Claims....17
Liability Insurance....17

**PART III - List of Documents, Exhibits, and Other Attachments**

J - List of Attachments....17
Statement of Work (Attachment 1)....17
Past Performance Questionnaire (Attachment 2)....17
Wage Determination (Attachment 3)....17

**PART IV - Representations and Instructions**

K - Representations, Certifications, and Other Statements of Bidders ..... 18
Preparation of Proposals ..... 18
L - Instructions, Conditions, and Notices to Bidders ..... 19
Technical Proposal Submission ..... 19
Past Performance, Cost Proposal, and Proposal File Format ..... 20
Service Protest ..... 21
Solicitation Provision Incorporated by Reference ..... 21
M - Evaluation Factors for Award ..... 21

## A – Solicitation Form

**PROJECT TITLE:** Solar Power Installation- Outworks Restroom

**SOLICITATION: 140P5426R0014**

**SITE LOCATION:** San Juan National Historic Site

NOTICE TO PROSPECTIVE OFFERORS

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

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

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

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

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

SUBMIT AN OFFER TO THE FOLLOWING EMAIL:

**noelli_medinamarin@ios.doi.gov**

THE MAGNITUDE OF THIS PROJECT IS BETWEEN $100,000 AND $250,000

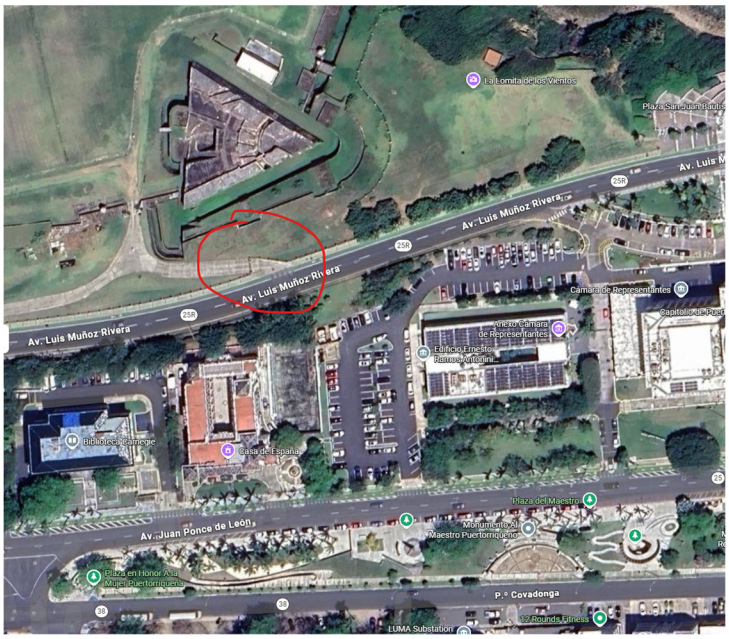
BONDING – Successful offeror will be required to furnish Performance and Payment bonds on Standard Forms 25 and 25A based on total contract amounts in the following ranges: 100 percent performance bond, 100 percent payment bond. Offerors are now advised that the Government will inspect, accept, and take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

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

**Site Visit Information**

A site visit will be conducted on Thursday, June 18, 2026, at 7:00 AM Atlantic Time (AT).

Interested contractors shall meet the Government representative at the Abánico entrance, located to the right after passing the Capitolio building on the right. It will be a small gate located behind the Casa España, Av. Luis Muñoz Rivera, Old San Juan, Puerto Rico 00901. Contractors shall arrive in their own vehicles and be prepared to present identification if requested.




The Government representative will meet attendees at the entrance and escort them to the project site for the site visit. The purpose of the site visit is to allow contractors to familiarize themselves with the existing conditions, site access requirements, equipment locations, and other factors that may affect performance of the work.

The site visit is expected to conclude by 8:00 AM, at which time all attendees shall depart the Abánico area unless otherwise authorized by the Government.

Attendance is strongly encouraged. Contractors are responsible for becoming familiar with all site conditions that may affect performance and pricing of the work.

Point of Contact: – Ana Viego – E: ana_viego@nps.gov- C: 787-644-3647

**Questions**

Submit all questions regarding this solicitation to the Contracting Officer via email. **You must submit questions by Monday, June 22, 2026, by 5:00 p.m. ET with subject line: "Questions Sol 140P5426R0014".** Questions submitted after this time may NOT be considered. Answers to the questions submitted in writing will be posted to the solicitation as an amendment on or around June 18, 2026.

## PROPOSALS ARE DUE Friday, July 10, 2026, at 5:00 p.m. ET with subject line: "Proposal Sol 140P5426R0014".

## B – Bid Schedule

1. **Offerors shall provide a firm-fixed price for the complete project described in the Statement of Work.**
2. **Pricing shall include all labor, supervision, materials, equipment, permits, engineering, structural analysis, drawings, transportation, mobilization, commissioning, training, warranties, overhead, profit, bonds, insurance, and all incidental costs necessary to provide a complete and operational system.**
3. **Offerors shall provide the anticipated number of calendar days required to complete the project after Notice to Proceed.**
4. **Offerors shall identify all major equipment proposed, including photovoltaic panels, inverters, battery storage systems (if proposed), mounting systems, and structural reinforcement components.**
5. **The Government will evaluate the total price for award purposes.**

---

**Base Project**

| CLIN | Description | Unit | Qty | Unit Price | Total Price |
|---|---|---|---|---|---|
| 0001 | Design, engineering, permitting, furnishing, installation, testing, commissioning, training, and warranty support for a complete photovoltaic solar power system in accordance with the Statement of Work | Job | 1 | $_____ | $_____ |

**Total Base Project Price**

**TOTAL CLIN 0001: $_____**

---

**Equipment Information**

**Photovoltaic Panels Proposed**

**Manufacturer: _____**

**Model Number: _____**

**Panel Wattage: _____**

**Quantity: _____**

**Country of Manufacture: _____**

---

**Inverter(s) Proposed**

**Manufacturer: _____**

**Model Number: _____**

**Quantity: _____**

---

**Battery Storage System**

**Manufacturer: _____**

**Model Number: _____**

**Capacity (kWh): _____**

**Quantity: _____**

---

**Warranty Information**

| Item | Warranty Offered |
|---|---|
| Solar Panels | _____ Years |
| Inverters | _____ Years |
| Battery Storage System | _____ Years |
| Workmanship/Labor | _____ Years |

---

**Delivery / Performance Information**

**Offeror shall provide the anticipated project schedule below:**

| Requirement | Offeror Response |
|---|---|
| Number of calendar days from Notice to Proceed to Submittal Package | _____ Days |
| Number of calendar days from Government Submittal Approval to Equipment Delivery | _____ Days |
| Number of calendar days from Equipment Delivery to Completion of Installation | _____ Days |
| Total Number of Calendar Days Required for Project Completion | _____ Days |

**Proposed Equipment Delivery Date**

**Expected Equipment Delivery Date After Notice to Proceed: _____**

---

**Acknowledgement**

**The Offeror certifies that the pricing above includes all costs necessary to provide a complete and operational photovoltaic solar power system in accordance with the Statement of Work and all solicitation requirements.**

**Company Name: _____**

**Authorized Representative: _____**

**Title: _____**

**Signature: _____**

**Date: _____**

**NOTE: Along with their lump sum bid, contractors must submit a complete detailed cost breakout that includes both prime contractor and any applicable subcontractor pricing with their cost proposal. Not providing a detailed cost breakout may result in a less favorable rating during evaluation.**

**C – Specifications and Drawings**

## D - Packaging and Marking

**Payment and Postage Fees**

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

**Marking**

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

## E - Inspection and Acceptance

**52.246-12** Inspection of Construction. (AUG 1996)

## F - Deliveries or Performance

**52.211-13** Time Extensions. (SEP 2000)

**52.242-14** Suspension of Work. (APR 1984)

## G - Contract Administration Data

Contracting Officer's Representative (COR) for this contract will be determined at time of award.

Contracting Officer responsible of administering this contract:

Noelli Medina

Contracting Officer

U.S. Department of the Interior

Con Ops East, South MABO

Work: (470) 819-0940

noelli_medinamarin@ios.doi.gov

**Technical Direction**

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

(a) Must be issued in writing consistent with the general scope of the work set forth in the contract.

(b) May not constitute a new assignment of work changes to the expressed terms, conditions, or specifications incorporated into this contract.

(c) Shall not constitute a basis for extension of the contract delivery schedule.

Nothing contained in this part authorizes the Contractor to incur costs more than the contract price or other limitations of funds set forth in the contract due to extra work performed in response to informal directions,

suggestions, or instructions (oral or written) given by representatives of the CO, unless before commencing such work, the Contractor:

1) directly notifies the CO.

2) requests a formal contract modification.

3) receives written authorization to proceed from the CO.

**Correspondence**

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

**Contract Payments**

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

**Job Site Administration**

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

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

**Subcontracting**

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

## H - Special Contract Requirements

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

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

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

(End of order)

**Safety**

The Contractor is responsible for establishing and maintaining compliance with all applicable laws, regulations, rules, and standards, including without limitation, those regulations, rules, and standards, promulgated for the administration and enforcement of the following laws: the Occupational Safety and Health Act (OSHA) or Federally approved State equivalent(s) thereof; the Comprehensive Environmental Response, Compensation

and Liability Act (CERCLA) as amended by Superfund Amendments and Reauthorization Act (SARA); Emergency Planning and Community Right- to-Know Act (EPCRA); Clean Air Act (CAA); Clean Water Act (CWA) and Toxic Substances Control Act (TSCA); and Solid Waste Disposal Act (SWDA), as amended by Resource Conservation and Recovery Act (RCRA).

**Progress Meetings**

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

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

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

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

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

(iii) to propose a revised work schedule.

**Payrolls**

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

**Operation of Facility During Construction**

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

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

**Work Hours**

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

**Use of Premises**

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

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

**Maximum Work Week**

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

**Excavation and Utility Clearances**

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

**Disposal**

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

**Contractor Employees**

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

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

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

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

**Permits**

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

**Quality of Work**

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

**Completion of Work**

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

**Material Approval Submittals**

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

**Archeological Findings**

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

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

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

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

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

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

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

(End of Local Clause)

## I - Contract Clauses

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

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

**1452.201-70** Authorities and Delegations (SEP 2011)

**1452.203-70** Restrictions on Endorsements (JUL 1996)

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

**1452.224-1** Privacy Act Notification (JUL 1996) Deviation

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

**52.202-1** Definitions (JUN 2020)

**52.203-3** Gratuities. (APR 1984)

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

**52.203-7** Anti-Kickback Procedures. (JUN 2020)

**52.203-8** Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)

**52.203-10** Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)

**52.203-12** Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)

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

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

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

**52.204-10** Reporting Executive Compensation and First-Tier Subcontract Awards. (MAR 2026)

**52.204-13** System for Award Management Maintenance. (MAR 2026)

**52.204-14** Service Contract Reporting Requirements. (MAR 2026)

**52.204-19** Incorporation by Reference of Representations and Certifications. (DEC 2014)

**52.208-9** Contractor Use of Mandatory Sources of Supply or Services. (MAR 2026)

**52.209-6** Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (MAY 2026)

**52.209-9** Updates of Publicly Available Information Regarding Responsibility Matters. (MAY 2026)

**52.209-10** Prohibition on Contracting with Inverted Domestic Corporations. (MAY 2026)

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

**52.215-8** Order of Precedence - Uniform Contract Format. (OCT 1997)(Deviation Date)

**52.219-6** Notice of Total Small Business Set-Aside. (JAN 2026)

**52.219-8** Utilization of Small Business Concerns. (JAN 2026)

**52.219-14** Limitations on Subcontracting. (JAN 2026)

**52.219-28** Postaward Small Business Program Rerepresentation. (JAN 2026)

**52.219-33** Nonmanufacturer Rule. (JAN 2026)

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

**52.222-3** Convict Labor. (JUN 2003)(Deviation Date)

**52.222-4** Contract Work Hours and Safety Standards - Overtime Compensation. (MAY 2026)

**52.222-6** Construction Wage Rate Requirements. (MAY 2026)

**52.222-7** Withholding of Funds. (MAY 2014)(Deviation Date)

**52.222-8** Payrolls and Basic Records. (JUL 2021)(Deviation Date)

**52.222-10** Compliance with Copeland Act Requirements. (FEB 1988)(Deviation Date)

**52.222-11** Subcontracts (Labor Standards). (MAY 2026)

**52.222-12** Contract Termination - Debarment. (MAY 2014)

**52.222-13** Compliance with Construction Wage Rate Requirements and Related Regulations. (MAY 2014)

**52.222-14** Disputes Concerning Labor Standards. (FEB 1988)(Deviation Date)

**52.222-15** Certification of Eligibility. (MAY 2014)

**52.222-35** Equal Opportunity for Veterans. (MAY 2026)

**52.222-36** Equal Opportunity for Workers with Disabilities. (MAY 2026)

**52.222-37** Employment Reports on Veterans. (MAY 2026)

**52.222-40** Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)(Deviation Date)

**52.222-50** Combating Trafficking in Persons. (MAY 2026)

**52.222-54** Employment Eligibility Verification. (MAY 2026)

**52.222-55** Minimum Wages for Contractor Workers Under Executive Order 14026. (JAN 2022)(Deviation Date)

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

**52.222-90** Addressing DEI Discrimination by Federal Contractors. (MAY 2026)

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

**52.223-3** Hazardous Material Identification and Material Safety Data. (MAY 2026)

**52.223-3** Hazardous Material Identification and Material Safety Data. (MAY 2026) - Alternate I (Deviation Date)

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

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

**52.227-1** Authorization and Consent. (JUN 2020)

**52.228-2** Additional Bond Security. (OCT 1997)

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

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

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

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

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

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

**52.232-16** Progress Payments. (NOV 2021)(Deviation Date)

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

**52.232-17** Interest. (MAY 2014)

**52.232-23** Assignment of Claims. (MAY 2014)

**52.232-27** Prompt Payment for Construction Contracts. (JAN 2017)

**52.232-33** Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)

**52.232-39** Unenforceability of Unauthorized Obligations. (JUN 2013)

**52.232-40** Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)

**52.233-1** Disputes. (MAY 2014)(Deviation Date)

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

**52.233-3** Protest After Award. (AUG 1996)(Deviation Date)

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

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

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

**52.236-2** Differing Site Conditions. (JAN 2026)

**52.236-3** Site Investigation and Conditions Affecting the Work. (JAN 2026)

**52.236-5** Material and Workmanship. (JAN 2026)

**52.236-6** Superintendence by the Contractor. (JAN 2026)

**52.236-7** Permits and Responsibilities. (JAN 2026)

**52.236-8** Other Contracts. (JAN 2026)

**52.236-9** Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (JAN 2026)

**52.236-10** Operations and Storage Areas. (JAN 2026)

**52.236-11** Use and Possession Prior to Completion. (JAN 2026)

**52.236-12** Cleaning Up. (JAN 2026)

**52.236-13** Accident Prevention. (JAN 2026)

**52.236-14** Availability and Use of Utility Services. (JAN 2026)

**52.236-17** Layout of Work. (JAN 2026)

**52.236-21** Specifications and Drawings for Construction. (JAN 2026)

**52.236-21** Specifications and Drawings for Construction. (JAN 2026) - Alternate I (APR 1984)

**52.242-13** Bankruptcy. (JUL 1995)

**52.243-4** Changes. (OCT 2025)

**52.244-2** Subcontracts. (JUN 2020)

**52.244-6** Subcontracts for Commercial Products and Commercial Services. (MAY 2026)

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

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

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

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

**52.252-4** Alterations in Contract. (APR 1984)

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

**52.253-1** Computer Generated Forms. (MAY 2026)

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

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

**1452.228-70** Liability Insurance (JUL 1996)

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

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

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

3. Property Damage: $2,000,000

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

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

## J - List of Documents, Exhibits and Other Attachments

List of Documents, Exhibits, and Other Attachments

| Attachment Number | Title | Date | Number of Pages | Document Version |
|---|---|---|---|---|
| 001 | SOW | 06/11/2026 | 6 | BASE |
| 002 | Wage Determination | 06/11/2026 | 4 | BASE |

## K - Representations, Certifications, and Other Statements of Bidders

**52.209-7** Information Regarding Responsibility Matters. (MAY 2026)

As prescribed at 9.104-7(b), insert the following provision:

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

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

*Federal contracts and grants with total value greater than $10,000,000* means-

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the

proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via *https://www.sam.gov* (see 52.204-7).

(End of provision)

## L - Instructions, Conditions, and Notices to Bidders

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

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

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

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

**Section II: Past Performance**

The past performance questionnaire is part of the proposal package attached to the solicitation (Attachment 002). The offeror, via previous clients, must supply at least three past performance questionnaires that reflect experience with projects of similar magnitude and nature, involving comparable technical requirements, disciplines, and performance conditions as outlined in the specifications for this contemplated contract, that have been completed in the past five years from the issuance of this solicitation. Contractors must demonstrate previous experience working in remote geographic locations, with logistical complexity that required coordination with project stakeholders. The Government will conduct an assessment utilizing the past performance questionnaires provided to the government based on the quality, relevance, and recency of the offeror's past performance.

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

**Section III: Cost Proposal**

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

**Proposal File Format:**

- Page setup parameters:
- Margins Top, Bottom, Left, Right - 1
- Gutter 0
- From Edge Header, Footer - 0.5
- Page Size, Width 8.5
- Page Size, Height 11

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

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

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

a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer at National Park Service, South Major Acquisition Office, 40001 SR9336, Homestead, FL 33034 by obtaining written and dated acknowledgment of receipt from NPS.

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

c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

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

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

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

**52.214-5** Submission of Bids. (DEC 2016)(Deviation Date)

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

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

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

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

**52.216-1** Type of Contract. (APR 1984)(Deviation Date)

The Government contemplates award of a firm fixed price construction contract resulting from this solicitation.

(End of provision)

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

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

**52.228-1** Bid Guarantee. (SEP 1996)

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

**52.232-13** Notice of Progress Payments (APR 1984)

**52.233-2** Service of Protest. (SEP 2006)(Deviation Date)

**52.252-1** Solicitation Provisions Incorporated by Reference. (FEB 1998)

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

(End of provision)

**52.252-3** Alterations in Solicitation. (APR 1984)

Portions of this solicitation are altered as follows: [ ]

(End of provision)

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

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

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

(End of provision)

## M - Evaluation Factors for Award

**Basis for Contract Award – Proposal Evaluation Criteria**

**Basis for Award**

Award will be made to the responsible offeror whose quotation represents the Best Value to the Government. The Government intends to evaluate quotations and make award without discussions; however, the Government reserves the right to conduct discussions if determined necessary by the Contracting Officer.

The Government will evaluate quotations using the following factors:

Factor 1 – Technical Approach and Methodology (Most Important)

The Government will evaluate the offeror's demonstrated understanding of the project requirements and proposed approach for successfully completing the work described in the Statement of Work.

The evaluation will consider, at a minimum:

- Understanding of the project objectives and requirements.

- Proposed design approach for the photovoltaic solar system.
- Historic preservation considerations and methods for protecting historic features.
- Structural assessment and engineering approach.
- Compliance with Puerto Rico Building Code, National Electrical Code (NEC), and applicable permitting requirements.
- Hurricane-resistant design approach.
- Project schedule and implementation plan.
- Quality control procedures.
- Safety approach and risk mitigation measures.
- Approach for commissioning, testing, training, and project closeout.

Offerors shall provide a narrative describing how the project will be executed from design through final commissioning.

---

**Factor 2 – Relevant Experience and Past Performance**

The Government will evaluate the offeror's recent and relevant experience performing projects similar in size, scope, complexity, and technical requirements.

Relevant experience includes:

- Photovoltaic solar power system installations.
- Battery energy storage systems (if applicable).
- Electrical infrastructure projects.
- Historic preservation projects.
- Construction performed in occupied facilities.
- Coastal or hurricane-prone environment installations.

Offerors shall provide a minimum of three (3) and a maximum of five (5) completed projects within the last five (5) years, including:

- Project title and description.
- Contract value.
- Period of performance.
- Customer name.
- Point of contact name.
- Telephone number.
- Email address.

The Government may obtain and evaluate past performance information from the references provided, CPARS, FAPIIS, Government records, and other sources available to the Government.

If an offeror proposes the use of subcontractors for major portions of the work, the Government may also evaluate the experience and past performance of the proposed subcontractors for the specific portion of work they will perform. Offerors shall clearly identify all major subcontractors and describe their roles and responsibilities.

In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available shall receive a neutral rating and shall not be evaluated favorably or unfavorably.

---

**Factor 3 – Key Personnel and Project Management**

The Government will evaluate the qualifications, certifications, and experience of key personnel proposed to perform and manage the work.

Evaluation considerations include:

- Project Manager qualifications and experience.
- Licensed Professional Engineer qualifications and experience.
- Electrical contractor qualifications.
- Experience with photovoltaic system installations.
- Experience with historic structures.
- Experience managing projects of similar size and complexity.

Offerors shall provide resumes and relevant licenses or certifications for key personnel proposed for this project.

If subcontractors will perform specialized work, the qualifications and experience of subcontractor personnel may also be evaluated.

---

**Factor 4 – Price**

Price will be evaluated for completeness, reasonableness, and balance.

The Government will evaluate the total proposed price to determine whether pricing is fair and reasonable through comparison with:

- Other quotations received;
- The Independent Government Cost Estimate (IGCE);
- Historical pricing information;
- Market conditions; and
- Any other price analysis techniques deemed appropriate by the Contracting Officer.

**Relative Importance of Factors**

Factors 1, 2, and 3, when combined, are significantly more important than Price.

As quotations become more equal under the non-price factors, Price will become increasingly important in the award decision.

The Government may award to other than the lowest-priced offeror if a higher-rated quotation is determined to provide the Best Value to the Government.

**Relative Weight of Evaluation Criteria**

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

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

after evaluation of all non-cost factors, the cost could become the controlling factor.

**Evaluation Standards**

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

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

| Adjectival Rating | Description |
|---|---|
| **Outstanding** | Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low. |
| **Good** | Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate. |
| **Acceptable** | Proposal meets requirements and indicates an adequate approach and understanding of the requirements. and risk of unsuccessful performance is no worse than moderate. |
| **Marginal** | Proposal has not demonstrated an adequate approach and understanding of the requirements, and risk of unsuccessful performance is high. Proposal is unawardable without discussions. |
| **Unacceptable** | Proposal does not meet requirements of the solicitation and thus contains one or more deficiencies, and risk of unsuccessful performance is unacceptable. Proposal is unawardable without discussions. |

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

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

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

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

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

**Performance Confidence Assessments Rating**

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

**Additional Information**

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

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

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

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