SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140P5326R0011	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 06/01/2026	PAGE 1 OF 37 PAGES

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0044036437	6. PROJECT NO.

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

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

SOLICITATION

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

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

Project Title: CANE - Rehabilitation of the exterior of the Fee Church

Location: 316 Church Street, Nicholasville, Kentucky 40356, Jessamine County.

11. The contractor shall begin performance within 10 calendar days and complete it within 180 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.)* ☒ YES ☐ NO	12b. CALENDAR DAYS 60

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 06/30/2026 (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)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*
CODE FACILITY CODE	

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

AMOUNTS ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT ☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY PSN NPS, SER - North MABO 107 Park Headquarters Road Gatlinburg TN 37738	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 1 *copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31a. NAME OF CONTRACTING OFFICER *(Type or print)* Ashley Warcewicz
30b. SIGNATURE / 30c. DATE	31b. UNITED STATES OF AMERICA BY / 31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 180 Days After Notice to Proceed Delivery Location Code: 0011286675 Camp Nelson National Monument 6614 Old Danville Rd, Loop 2 Nicholasville KY 40356 US Period of Performance: 07/01/2026 to 12/31/2026				
00010	Rehabilitation of the exterior of the Church Product/Service Code: Z2QA Product/Service Description: REPAIR OR ALTERATION OF RESTORATION OF REAL PROPERTY (PUBLIC OR PRIVATE)				
00020	Option Item: Fee Church Window Repairs (Option Line Item) Anticipated Exercise Date 0 Product/Service Code: Z2QA Product/Service Description: REPAIR OR ALTERATION OF RESTORATION OF REAL PROPERTY (PUBLIC OR PRIVATE)				

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PART I - THE SCHEDULE

SECTION B – BID SCHEDULE

SCHEDULE A

Period of Performance: 180 from NTP

B.2 SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall provide all labor, materials, supervision and equipment necessary to perform all required work in accordance with the project specifications and drawings.

B.3 CONSIDERATION -- FIXED-PRICE

Base Item: Fee Church Exterior Rehabilitation

Option Item: Fee Church Window Repairs

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 STATEMENT OF WORK/SPECIFICATIONS

1. Project Specifications
2. Drawings

SECTION D - PACKAGING AND MARKING (N/A)

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

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

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

(3) Constitute or imply acceptance; or

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

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

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

Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

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

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

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

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

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

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

E.2 INSPECTION AND ACCEPTANCE

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

Inspection**: 316 Church Street, Nicholasville, Kentucky 40356, Jessamine County.**
Acceptance: (Same as Above)

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

F.2 PRINCIPAL PLACE OF PERFORMANCE

The effort required under this contract shall be performed at: **316 Church Street, Nicholasville, Kentucky 40356, Jessamine County.**

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

The Government Officials assigned to this contract are as follows:

Contracting Specialist:
Name: Ashley Warcewicz

Email: Ashley_Warcewicz@ios.doi.gov

Contracting Officer's Representative (COR):
Name: Tim Fortin

G.2 INVOICES
DOI ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

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

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

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

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: **Certified Payrolls, invoice signed by the COR, for final payment Release of Claims**

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Site-Specific Safety Plan (RM-50B Chapter 21)
The Contractor shall develop, implement, and maintain a Site-Specific Safety Plan (SSSP) for this project in accordance with NPS Reference Manual RM-50B, Chapter 21 – Contractor Operations (most current version). The SSSP shall:
(1) Address the specific scope of work for this project and associated hazards in the confined underground/cave environment;
(2) Identify safety roles, responsibilities, and lines of authority; and
(3) Include all applicable program elements and OSHA compliance plans required by RM-50B Chapter 21, section 21.9.
After contract award, but before any contract work begins, the Contractor shall submit the SSSP to the COR and NPS safety representative for review and evaluation. Work may not commence until the Contracting Officer has accepted the SSSP

H.2 1452.228-70 LIABILITY INSURANCE Department of the Interior (JUL 1996)

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

Construction

Per person: $1,000,000
Per occurrence $2,000,000
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 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

H.3 1452.236-70 PROHIBITION AGAINST USE OF LEAD-BASED PAINT. - DEPARTMENT OF THE INTERIOR (JUL 1996)

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

H.4 NOTICE TO CONTRACTORS-CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (DEC 2015)

1. FAR 42.1502 direct all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
2. The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
3. We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.
4. When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/.
5. Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/.
    a. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.
    b. Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.
    c. All information provided should be reviewed for accuracy prior to submission.
    d. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.
    e. Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as “Pending” with or without comments and whether or not it has been closed.

f. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

6. The following guidelines apply concerning your use of the past performance evaluation:
   a. Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.
   b. Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
   c. Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
7. If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.
8. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

NUMBER	TITLE	DATE
52.202-1	Definitions	JUNE 2020
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting executive compensation and first tier Subcontract Awards	NOV 2025
52.204-13	System for award management maintenance	NOV 2025
52.204-19	Incorporation by Reference of Representation and Certifications	DEC 2014
52.209-6	Protecting the Government's Interest when Sub-contracting with Contractor's Debarred, Suspended, or Proposed for Debarment	NOV 2025
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations- Rep	NOV 2025
52.215-2	Audit and Records-Negotiation	NOV 2025
52.215-8	Order of Precedence – Uniform Contract Format	NOV 2025
52.217-5	Evaluation of Options	NOV 2025
52.219-6	Notice of Small Business Set Aside	NOV 2025
52.219-28	Post Award Small Business program Re-representation	NOV 2025

52.222-3	Convict Labor	NOV 2025
52.222-6	Construction Wage Requirements	NOV 2025
52.222-7	Withholding of Funds	NOV 2025
52.222-8	Payrolls and Basic Records	NOV 2025
52.222-9	Apprentices and Trainees	NOV 2025
52.222-10	Compliance with Copeland Act Requirements	NOV 2025
52.222-11	Subcontracts (Labor Standards)	NOV 2025
52.222-12	Contract Termination – Debarment	MAY 2014
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	NOV 2025
52.222-15	Certification of Eligibility	MAY 2014
52.222-35	Equal Opportunity Veterans	NOV 2025
52.222-36	Affirmative actions for Workers with Disabilities	NOV 2025
52.222-37	Employment reports on Veterans	NOV 2025
52.222-40	Notifications of employees rights under the National Labor Relations Act	NOV 2025
52.222-50	Combating Trafficking in Persons	NOV 2025
52.222-54	Employment Eligibility Verification	NOV 2025
52.223-5	Pollution Prevention and Right-to Know Information	MAY 2024
52.225-9	Buy American – Construction Materials	NOV 2025
52.226-7	Drug-Free Workplace	MAY 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance-Work on a Government Installation.	JAN 1997
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer – System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractor	MAR 2023
52.233-1	Disputes	NOV 2025
52.233-3	Protest after award	NOV 2025
52.233-4	Applicable Law for Breach of Contract Claim	NOV 2025
52.236-2	Differing Site Conditions	JUL 2025
52.236-3	Site Investigation and Conditions Affecting the Work	JUL 2025
52.236-5	Material and Workmanship	JUL 2025
52.236-7	Permits and Responsibilities	NOV 1999
52.236-8	Other Contracts	JUL 2025
52.236-9	Protection of Existing Vegetation, Structure, Equipment, Utilities And Improvements	JUL 2025
52.236-10	Operations and Storage Areas	JUL 2025
52.236-11	Use and Possession Prior to Completion	JUL 2025
52.236-12	Cleaning Up	JUL 2025
52.236-13	Accident Prevention	JUL 2025
52.236-14	Availability and Use of Utility Services	JUL 2025
52.236-21	Specifications and Drawings for Construction	JUL 2025
52.244-6	Subcontracts for Commercial Products and Services	NOV 2025
52.243-4	Changes	JUNE 2007
52.248-3 Alt I	Value Engineering -- Construction	OCT 2025
52.249-2 Alt I	Termination for Convenience of the Government (Fixed Price)	APR 2012

52.249-10	Default (Fixed-Price Construction)	APR 1984
52.252-6	Authorized Deviations in Clauses	NOV 2020
52.253-1	Computer Generated Forms	NOV 2025

I.2 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2025)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

[*Contracting Officer check as appropriate.*]

□ By the end of the base term of the contract and then by the end of each subsequent option period; or

□ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.
(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

I.3 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause--
"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."
"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
(b) The Contractor, on completion of this contract, shall--
(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and
(2) Submit this estimate to_____

I.4 52.222-55 Minimum Wages for Contractor Workers Under Executive Order (NOV 2025)
(a) *Definitions.* As used in this clause—
United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*).
Worker—
(1)
(i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and —
(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);
(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and
(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.
(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).
(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
(2)
(i) A worker performs *on* a contract if the worker directly performs the specific services called for by the contract; and
(ii) A worker performs *in connection with* a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) *Executive Order minimum wage rate.*
(1) The Contractor must pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $15.00 per hour beginning January 30, 2022.
(2) The Contractor must adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the

Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on *https://www.sam.gov* (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.
(3)
(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs must include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.
(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors must consider any subcontractor requests for such price adjustment.
(iii) The Contracting Officer must not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and must not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers must be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.
(6) The Contractor must pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.
(7) The Contractor must not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
(9) The Contractor must pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
(10) The Contractor must follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.
(c)
(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—
(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;
(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
(2) This clause does not apply to—
(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—
(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a);
(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b); and
(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).
(d) *Notice.* The Contractor must notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor must post notice, utilizing the poster provided by the Administrator, which can be obtained at *www.dol.gov/agencies/whd/government-contracts,* in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.
(e) *Payroll Records.*
(1) The Contractor must make and maintain records, for three years after completion of the work, containing the following information for each worker:
(i) Name, address, and social security number;
(ii) The worker's occupation(s) or classification(s);
(iii) The rate or rates of wages paid;
(iv) The number of daily and weekly hours worked by each worker;
(v) Any deductions made; and
(vi) Total wages paid.
(2) The Contractor must make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor must also make such records available upon request of the Contracting Officer.
(3) The Contractor must make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment must be withheld until such time as the noncompliance is corrected.
(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
(f) *Access.* The Contractor must permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, must withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.
(h) *Disputes.* Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes must be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.
(i) *Antiretaliation.* The Contractor must not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.
(k) *Subcontracts.* The Contractor must include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

I.5 52.222-90 Addressing DEI Discrimination by Federal Contractors (APRIL 2026)
(a) *Definitions*. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.
(b) In connection with the performance of work under this contract, the Contractor agrees as follows:
(1) The Contractor will not engage in any racially discriminatory DEI activities;
(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

I.6. 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts. (NOV 2025)
(a) *Definitions.* As used in this clause—
Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 4270.2).
USDA-designated product category a generic grouping of biobased products that are listed by USDA in a procurement guideline (7 CFR part 4270) and for which USDA has provided minimum biobased content standards
(see https://www.biopreferred.gov/resources/categories.html).
(b) *Requirement*. The Contractor shall—
(1) Report to https://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and
(2) Submit this report no later than—
(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

I.7. 52.223-23 Sustainable Products and Services (NOV 2025)

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

Sustainable product means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) *Requirements*. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2) Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

I.8 52.228-11 Individual Surety—Pledge of Assets. (Feb 2021) (DEVIATION MAY 2023)

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

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

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

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

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

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

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

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

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 which require performance and payment bonds (40 U.S.C. 3131). For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.
(3)Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.
(d)The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

I.9 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUN 2020) (DEVIATION MAY 2023)

(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, except that a seal is not required)*. 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, except that a seal is not required)*. 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 /content/42702-purposeom 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.

I.10 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR. (NOV 2025)

During performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

I.11 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

I.12 1452.201-70 Authorities and Delegations- Department of Interior (SEP 2011)
(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

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

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

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

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

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

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

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

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

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

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

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

I.13 1452.203-70 Restrictions on Endorsements– Deparmtent of Interior (JULY 1996)

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

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

I.14 1452.204-70 RELEASE OF CLAIMS--DEPARTMENT OF THE INTERIOR (JULY 1996)

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

I.15 NARA RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS

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

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.

4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Attachment Number	Attachment Title	Number of Pages
1	Project Specifications	211
2	Drawings	31
3	Statement of Special Inspections - Structural	7
4	Closeout O&M requirements	2
5	Construction Contract Administration	1
6	Price Schedule	1
7	RM50B Safety Manual	13
8	DOL Wage Determination	7
9	Technical Acceptability Form	3
10	Past Performance Form	3

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.209-13 Violation of Arms Control Treaties or Agreements-Certification (Nov 2025)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

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

__ (1) The Offeror certifies that–

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

ARMS CONTROL, NONPROLIFERATION, OR DISARMAMENT COMMITMENTS IN WHICH THE UNITED STATES IS A PARTICIPATING STATE. REVIEW THE NARRATIVE FOR ANY SUCH FINDINGS REFLECTING A DETERMINATION OF VIOLATION OR NON-ADHERENCE RELATED TO THOSE FOREIGN COUNTRIES IN THE REPORT, INCLUDING THE FINDING ITSELF, AND TO THE EXTENT NECESSARY, THE CONDUCT GIVING RISE TO THE COMPLIANCE OR ADHERENCE CONCERNS, THE ANALYSIS OF COMPLIANCE OR ADHERENCE CONCERNS, AND EFFORTS TO RESOLVE COMPLIANCE OR ADHERENCE CONCERNS.
(4) THE OFFEROR MAY SUBMIT ANY QUESTIONS WITH REGARD TO THIS REPORT BY EMAIL TO NDAA1290CERT@STATE.GOV. TO THE EXTENT FEASIBLE, THE DEPARTMENT OF STATE WILL RESPOND TO SUCH EMAIL INQUIRIES WITHIN 3 BUSINESS DAYS.
(D) DO NOT SUBMIT AN OFFER UNLESS—
(1) A CERTIFICATION IS PROVIDED IN PARAGRAPH (B)(1) OF THIS PROVISION AND SUBMITTED WITH THE OFFER; OR
(2) IN ACCORDANCE WITH PARAGRAPH (B)(2) OF THIS PROVISION, THE OFFEROR PROVIDES WITH ITS OFFER INFORMATION THAT THE PRESIDENT OF THE UNITED STATES HAS
(I) WAIVED APPLICATION UNDER 22 U.S.C. 2593E(D) OR (E); OR
(II) DETERMINED UNDER 22 U.S.C. 2593E(G)(2) THAT THE ENTITY HAS CEASED ALL ACTIVITIES FOR WHICH MEASURES WERE IMPOSED UNDER 22 U.S.C. 2593E(B).
(E) REMEDIES. THE CERTIFICATION IN PARAGRAPH (B)(1) OF THIS PROVISION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN MAKING AWARD. IF THE GOVERNMENT LATER DETERMINES THAT THE OFFEROR KNOWINGLY SUBMITTED A FALSE CERTIFICATION, IN ADDITION TO OTHER REMEDIES AVAILABLE TO THE GOVERNMENT, SUCH AS SUSPENSION OR DEBARMENT, THE CONTRACTING OFFICER MAY TERMINATE ANY CONTRACT RESULTING FROM THE FALSE CERTIFICATION.

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

(A) DEFINITIONS. AS USED IN THIS PROVISION-
ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) CONCERN MEANS A SMALL BUSINESS CONCERN THAT IS AT LEAST 51 PERCENT DIRECTLY AND UNCONDITIONALLY OWNED BY, AND THE MANAGEMENT AND DAILY BUSINESS OPERATIONS OF WHICH ARE CONTROLLED BY, ONE OR MORE WOMEN WHO ARE CITIZENS OF THE UNITED STATES AND WHO ARE ECONOMICALLY DISADVANTAGED IN ACCORDANCE WITH 13 CFR PART 127, AND THE CONCERN IS CERTIFIED BY SBA OR AN APPROVED THIRD-PARTY CERTIFIER IN ACCORDANCE WITH 13 CFR 127.300. IT AUTOMATICALLY QUALIFIES AS A WOMEN-OWNED SMALL BUSINESS CONCERN ELIGIBLE UNDER THE WOSB PROGRAM.
HUBZONE SMALL BUSINESS CONCERN MEANS A SMALL BUSINESS CONCERN THAT MEETS THE REQUIREMENTS DESCRIBED IN 13 CFR 126.200, IS CERTIFIED BY THE SMALL BUSINESS ADMINISTRATION (SBA) AND DESIGNATED BY SBA AS A HUBZONE SMALL BUSINESS CONCERN IN THE SMALL BUSINESS SEARCH (SBS) (13 CFR 126.103).
SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) CONCERN ELIGIBLE UNDER THE SDVOSB PROGRAM MEANS AN SDVOSB CONCERN THAT IS DESIGNATED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) AS CERTIFIED BY THE SMALL BUSINESS ADMINISTRATION (SBA) IN ACCORDANCE WITH 13 CFR 128.300.
SMALL BUSINESS CONCERN—
(1) MEANS A CONCERN, INCLUDING ITS AFFILIATES, THAT IS INDEPENDENTLY OWNED AND OPERATED, NOT DOMINANT IN ITS FIELD OF OPERATION, AND QUALIFIED AS A SMALL BUSINESS UNDER THE CRITERIA IN 13 CFR PART 121 AND THE SIZE STANDARD IN PARAGRAPH (B) OF THIS PROVISION.
(2) AFFILIATES, AS USED IN THIS DEFINITION, MEANS BUSINESS CONCERNS, ONE OF WHOM DIRECTLY OR INDIRECTLY CONTROLS OR HAS THE POWER TO CONTROL THE OTHERS, OR A THIRD PARTY OR PARTIES CONTROL OR HAVE THE POWER TO CONTROL THE OTHERS. IN DETERMINING WHETHER AFFILIATION EXISTS, CONSIDERATION IS GIVEN TO ALL APPROPRIATE FACTORS INCLUDING COMMON OWNERSHIP, COMMON MANAGEMENT, AND CONTRACTUAL RELATIONSHIPS. SBA DETERMINES AFFILIATION BASED ON THE FACTORS SET FORTH AT 13 CFR 121.103.

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

INDIVIDUALS WHO MEET THE CRITERIA IN PARAGRAPH (1) OF THIS DEFINITION.

WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERN ELIGIBLE UNDER THE WOSB PROGRAM (IN ACCORDANCE WITH 13 CFR PART 127) MEANS A SMALL BUSINESS CONCERN THAT IS AT LEAST 51 PERCENT DIRECTLY AND UNCONDITIONALLY OWNED BY, AND THE MANAGEMENT AND DAILY BUSINESS OPERATIONS OF WHICH ARE CONTROLLED BY, ONE OR MORE WOMEN WHO ARE CITIZENS OF THE UNITED STATES, AND THE CONCERN IS CERTIFIED BY SBA OR AN APPROVED THIRD-PARTY CERTIFIER IN ACCORDANCE WITH 13 CFR 127.300.
(B)
(1) THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE FOR THIS ACQUISITION IS **236220.**
(2) THE SMALL BUSINESS SIZE STANDARD IS **$45M.**
(3) THE SMALL BUSINESS SIZE STANDARD FOR A CONCERN THAT SUBMITS AN OFFER, OTHER THAN ON A CONSTRUCTION OR SERVICE ACQUISITION, BUT PROPOSES TO FURNISH AN END ITEM THAT IT DID NOT ITSELF MANUFACTURE, PROCESS, OR PRODUCE (I.E., NONMANUFACTURER), IS 500 EMPLOYEES, OR 150 EMPLOYEES FOR INFORMATION TECHNOLOGY VALUE-ADDED RESELLERS UNDER NAICS CODE 541519, IF THE ACQUISITION—
(I) IS SET ASIDE FOR SMALL BUSINESS AND HAS A VALUE ABOVE THE SIMPLIFIED ACQUISITION THRESHOLD;
(II) USES THE HUBZONE PRICE EVALUATION PREFERENCE REGARDLESS OF DOLLAR VALUE, UNLESS THE OFFEROR WAIVES THE PRICE EVALUATION PREFERENCE; OR
(III) IS AN 8(A), HUBZONE, SERVICE-DISABLED VETERAN-OWNED, ECONOMICALLY DISADVANTAGED WOMEN-OWNED, OR WOMEN-OWNED SMALL BUSINESS SET-ASIDE OR SOLE-SOURCE AWARD REGARDLESS OF DOLLAR VALUE.
(C) REPRESENTATIONS.
(1) THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT—
(I) IT □ IS, □ IS NOT A SMALL BUSINESS CONCERN; OR
(II) IT □ IS, □ IS NOT A SMALL BUSINESS JOINT VENTURE THAT COMPLIES WITH THE REQUIREMENTS OF 13 CFR 121.103(H) AND 13 CFR 125.8(A) AND (B). [THE OFFEROR SHALL ENTER THE NAME AND UNIQUE ENTITY IDENTIFIER OF EACH PARTY TO THE JOINT VENTURE: __.]
(2) [COMPLETE ONLY IF THE OFFEROR REPRESENTED ITSELF AS A SMALL BUSINESS CONCERN IN PARAGRAPH (C)(1) OF THIS PROVISION.] THE OFFEROR REPRESENTS THAT IT □ IS, □ IS NOT A WOMEN-OWNED SMALL DISADVANTAGE BUSINESS CONCERN.
(3) WOMEN-OWNED SMALL BUSINESS (WOSB) JOINT VENTURE ELIGIBLE UNDER THE WOSB PROGRAM. THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT IT □ IS, □ IS NOT A JOINT VENTURE THAT COMPLIES WITH THE REQUIREMENTS OF 13 CFR 127.506(A) THROUGH (C). [THE OFFEROR SHALL ENTER THE NAME AND UNIQUE ENTITY IDENTIFIER OF EACH PARTY TO THE JOINT VENTURE: __.]
(4) ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) JOINT VENTURE. THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT IT □ IS, □ IS NOT A JOINT VENTURE THAT COMPLIES WITH THE REQUIREMENTS OF 13 CFR 127.506(A) THROUGH (C). [THE OFFEROR SHALL ENTER THE NAME AND UNIQUE ENTITY IDENTIFIER OF EACH PARTY TO THE JOINT VENTURE: __.]
(5) SDVOSB JOINT VENTURE ELIGIBLE UNDER THE SDVOSB PROGRAM. [COMPLETE ONLY IF THE OFFEROR IS CERTIFIED AS A SDVOSB CONCERN]. THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT IT □ IS, □ IS NOT A SDVOSB JOINT VENTURE ELIGIBLE UNDER THE SDVOSB PROGRAM THAT COMPLIES WITH THE REQUIREMENTS OF 13 CFR 128.402. [THE OFFEROR SHALL ENTER THE NAME AND UNIQUE ENTITY IDENTIFIER OF EACH PARTY TO THE JOINT VENTURE:__.]
(6) HUBZONE JOINT VENTURE ELIGIBLE UNDER THE HUBZONE PROGRAM. [COMPLETE ONLY IF THE OFFEROR IS A HUBZONE SMALL BUSINESS CONCERN.] THE OFFEROR REPRESENTS, AS PART OF ITS OFFER, THAT IT □ IS, □ IS NOT A HUBZONE JOINT VENTURE THAT COMPLIES WITH THE REQUIREMENTS OF 13 CFR 126.616(A) THROUGH (C). [THE OFFEROR SHALL ENTER THE NAME AND UNIQUE ENTITY IDENTIFIER OF EACH PARTY TO THE JOINT VENTURE: __.] EACH HUBZONE SMALL BUSINESS CONCERN PARTICIPATING IN THE HUBZONE JOINT VENTURE MUST BE CERTIFIED AS A HUBZONE CONCERN.
(D) NOTICE. UNDER 15 U.S.C. 645(D), ANY PERSON WHO MISREPRESENTS A FIRM'S STATUS AS A BUSINESS CONCERN THAT IS SMALL, HUBZONE SMALL, SMALL DISADVANTAGED, SERVICE-DISABLED VETERAN-OWNED SMALL, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL, OR WOMEN-OWNED SMALL ELIGIBLE UNDER THE WOSB PROGRAM IN ORDER TO OBTAIN A CONTRACT TO BE AWARDED UNDER THE PREFERENCE PROGRAMS ESTABLISHED PURSUANT TO SECTION 8, 9, 15, 31, AND 36 OF THE SMALL BUSINESS ACT OR ANY OTHER PROVISION OF FEDERAL LAW THAT SPECIFICALLY REFERENCES SECTION 8(D) FOR A DEFINITION OF PROGRAM ELIGIBILITY, WILL BE—

(1) Punished by imposition of fine, imprisonment, or both;
(2) Subject to administrative remedies, including suspension and debarment; and
(3) Ineligible for participation in programs conducted under the authority of the Act.
(End of provision)
Alternate I [Reserved]
Alternate II (Mar 2023). As prescribed in 19.101(a)(2)(ii)(B), substitute the following paragraphs (b) and (c)(1) for paragraphs (b) and (c)(1) of the basic provision:
(b)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code	Size standard
_____	_____
_____	_____
_____	_____

[Contracting Officer to insert NAICS codes and size standards].
(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—
(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
(c) Representations. (1) The Offeror shall represent its small business size status for each one of the NAICS codes assigned to this acquisition under which it is submitting an offer.

NAICS Code	Small business concern (yes/no)
_____	_____
_____	_____
_____	_____

[Contracting Officer to insert NAICS codes.]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
52.204-7	System for Award Management	NOV 2025
52.215-1	Instruction to Offerors-Competitive Acquisition	NOV 2025
52.222-5	Construction Wage Rate Requirements-Secondary Site of The Work	NOV 2025
52.225-10	Notice of Buy American Requirement Construction Materials	MAY 2014
52.228-17	Individual Surety – Pledge of Assets (Bid guarantee)	FEB 2021

L.2 52.216-1 TYPE OF CONTRACT (NOV 2025)

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

L.3 52.228-1 BID GUARANTEE (SEPT 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.

(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.

L.4 52.233-2 Service of Protest Department of the Interior (NOV 2025).

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

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

L.5 1452.215-71 Use and Disclosure of Proposal Information - Department of the Interior. (APR 1984)

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

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

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which

covers “commercial and financial information obtained from a person and privileged or confidential,” and exemption (9), which covers “geological and geophysical information, including maps, concerning wells.”

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

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

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

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

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

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

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

L.6 1452.215-70 Examination of Records by the Department of the Interior. (APR 1984)

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

L.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

L.8 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

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

All questions shall be submitted in writing to the Contracting Officer at Ashley_Warcewicz@ios.doi.gov, by 6/22/2026 at Noon EDT. An amendment will be released with park responses. Email ALL questions, no phone calls accepted.

Acquisition Type: Competitive; 100% Small Business Set Aside

Pre-proposal Conference/Site Visit: Site visit has been scheduled for Thursday, 6/18/2026 10-11am EDTat 316 Church Street, Nicholasville, KY, 40356. POC Tim Fortin. Please send email **Ashley_Warcewicz@ios.doi.gov** if planning on attending.

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

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

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

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

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

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

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

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

2. To aid in the evaluation process, proposals shall be complete, comprehensive and clearly presented. Proposals shall be neat and assembled in an orderly manner. Elaborate artwork, expensive paper/binding, and expensive visual and other presentation aids are neither necessary nor desired. All pages of each part shall be appropriately numbered and identified with the (RFP) number **140P5326R0011.**

1.0 PROPOSAL PREPARATION INSTRUCTIONS

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

2.1 PROPOSAL ORGANIZATION TABLE

TABLE 2.1 Proposal Organization Table

Volume	Volume Title	Page Limit	Copies	Due Date (NLT*)
I	Introduction- Cover Letter	1 page limit	1 electronic copy e-mail	5PM EDT 6/30/2026
II	Technical Proposal	15-page limit	1 electronic copy e-mail	5PM EDT 6/30/2026
III	Past Performance	15-page limit	1 electronic copy e-mail	5PM EDT 6/30/2026
IV	Price Schedule	2-page limit	1 electronic copy e-mail	5PM EDT 6/30/2026
V	Contract Documentation to include signed SF 1442, all amendments, and Limitation on Subcontracting Report Template	No page limit	1 electronic copy e-mail	5PM EDT 6/30/2026

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

2.2 PROPOSAL FORMAT AND CONTENT

2.2.1 PAGE LIMITATIONS

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

2.2.2 PAGE SIZE

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

2.2.3 TABLES, CHARTS, GRAPHS, AND FIGURES

Legible tables, charts, graphs and figures may be used wherever practical to depict systems and layout, implementation schedules, plans, etc. These displays shall be legible, easy to follow and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the volume and count as two pages (except organizational charts and cross reference matrices). Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics, not for pages of text. For tables, charts, graphs and figures, the font shall be no smaller than eight (8) point.

2.2.4 CROSS-REFERENCE MATRIX

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

2.2.5 TAB INDEXING

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

2.2.6 GLOSSARY OF TERMS

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

2.2.8 ELECTRONIC MEDIA OFFERS AND SUBMISSION

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

3.0. VOLUME I - INTRODUCTION

3.1 FORMAT AND SPECIFIC CONTENTS

3.1.1 INTRODUCTION

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

3.1.2 TABLE OF CONTENTS

Include a Master Table of Contents for the entire proposal.

4.0 VOLUME II – TECHNICAL VOLUME

The Technical proposal should be specific and complete. Legibility, clarity and coherence are very important. Offerors responses to the factor will be evaluated in accordance with the evaluation section of the solicitation. All the requirements specified in the solicitation are mandatory. By your proposal submission you are representing that your firm will perform all

the requirements specified in the RFP.

The evaluation criteria for this project were developed to ensure the successful completion of project.

Acquisition Strategy

The Government intends to award a firm fixed price construction contract for this acquisition. Acquisition and source selection are being conducted in accordance with the Federal Acquisition Regulation (FAR), Parts 15 and sets forth standards for the evaluation of factors listed. The evaluation process will result in selection of the proposal that represents the best value for the Government in terms of technical and price factors as identified in the solicitation and in accordance with FAR Parts 15.101 through 15.304. Proposal evaluation and the steps leading to the award of the contract are in accordance with FAR 15.305 through 15.308.

4.1 Technical Capability

Qualifications – **Submit Attachment 9 – LPTA Technical Acceptability Template**, form that is attached to the solicitation (see Section J, Attachments).
Offerors shall provide documentation of at least **1, maximum of 3, prior projects within the last five (5) years** demonstrating successful completion of:

A. Experience with Historic wood restoration, masonry veneer, wood shingles, sheet metal, lifting/foundation replacement

Offerors shall provide at least **1, maximum of 3, prior project within the last five (5) years** that requires demonstrating successful completion of:

A. Experience with building lifting, foundation replacement, and excavation support comparable to Sections 03 30 00 and 31 50 00.

NOTICE TO PROSPECTIVE CONTRACTORS: If Sub-contractors will perform on this project, the Prime contractor must provide subcontractor information, i.e., company name, supervisor name and contact information and valid email address and telephone number. Failure to do so could result in proposal being considered non-responsive and ineligible for award.

4.2 Past Performance:

a. **Complete Past Performance Form Attachment 10**

The offeror shall provide documentation of past performance of contracts within and outside the federal Government performing services equivalent to the services identified within the Specifications. The offeror must provide a contract number (if available), description of the services provided, information on problems encountered on the identified contracts and the offerors corrective actions, and total dollar amount of award. When combined, technical and past performance are significantly less important than cost or price. Past performance will be evaluated in accordance with FAR 15.305. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. **Provide at minimum 2 projects within the last five (5) years.**

One past performance questionnaire is to be used for **each** past performance project submitted. The offeror may submit between 2-5 past performance questionnaires for this solicitation. Past performance projects must have been completed within five years of the completion of performance of the evaluated contract or order. **Past Performance Form Attachment 10**

Technical capability, and past performance criteria will be pass/fail.

Proposals are evaluated for acceptability first. Only offerors with responsive proposal will be evaluated for price. Price will not be evaluated until Technical Review is complete.

Selection will be based upon the lowest price of all acceptable offers.

4.4 PRICE

The offeror shall provide **Firm Fixed Price, Attachment 6**

PRICE INFORMATION

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

COST OR PRICING INFORMATION REQUIREMENTS

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

CONTRACT DOCUMENTS

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

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

(b) **Cover Letter:** The proposal shall include a cover letter. The cover letter shall identify all enclosures being transmitted as part of the proposal. The letter shall reference the solicitation number and acknowledge that it transmits an offer in response to the solicitation. The cover letter shall state:

a. SAM.gov identification Number, Unique Entity ID
b. Names and telephone numbers of persons authorized to conduct negotiations, as well as the names of the official authorized to bind the offeror's organization shall be clearly identified.

Proposal Submission

A. **Submit Your Proposal to Arrive No Later than 5PM EDT 6/30/2026.** All proposals delivered in response to solicitation shall reflect the following information on the address label: Proposal Submitted in Response to RFP: **140P5326R0011.**

B. Delivery Instructions

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

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

Debriefing of Unsuccessful Offerors

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

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

Disposition of Unsuccessful Proposals

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

System for Award Management (SAM)

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

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 Basis for award

The Government intends to award a single firm-fixed-price construction contract to the responsible offeror whose proposal is Lowest Price Technically Acceptable (LPTA), with acceptable or neutral past performance.

Evaluation will be conducted in accordance with FAR 15.305, using the factors set forth in this Section. Technical and past performance will be evaluated on a non-comparative basis; among proposals rated Technically Acceptable with acceptable or neutral past performance, award will be made to the offeror proposing the lowest total evaluated price.

A proposal that is rated Technically Unacceptable under Factor 1, or Unacceptable under Factor 2 (Past Performance), will be ineligible for award regardless of price.

When combined, Technical Acceptability (Factor 1) and Past Performance (Factor 2) are significantly less important than Price (Factor 3).

M.2 Evaluation factors

The Government will evaluate proposals using the following factors:

- **Factor 1 – Technical Acceptability (Pass/Fail)**
- **Factor 2 – Past Performance (Acceptable / Neutral / Unacceptable)**
- **Factor 3 – Price**

No tradeoffs will be made between non-price factors and price. Only proposals rated Technically Acceptable under Factor 1 and Acceptable or Neutral under Factor 2 will be considered for award under Factor 3.

M.3 Factor 1 – Technical Acceptability (Pass/Fail)

M.3.1 General

Technical Acceptability will be determined based on the completed **Attachment 9 – LPTA Technical Acceptability Template** submitted with the proposal. No additional technical narrative is required unless specifically requested by the Contracting Officer.

A proposal will be rated **Technically Acceptable** only if all Technical sub-factors below are rated **Acceptable (Pass)**. Failure to submit a fully completed Attachment 9 will result in a rating of Technically Unacceptable.

The Technical sub-factors are:

- Sub-factor 1 – Relevant Experience
- Sub-factor 2 – Key Subcontractors
- Sub-factor 3 – SOW/Specifications Compliance
- Sub-factor 4 – Period of Performance Acknowledgment
- Sub-factor 5 – Offeror Certification

M.3.2 Sub-factor 1 – Relevant Experience

a. The offeror shall demonstrate experience on at least **two (2) completed projects within the last five (5) years**, as provided in Attachment 9, Section 2 (Relevant Experience).

b. Taken together, the projects must demonstrate experience with:
(1) Historic wood restoration, masonry veneer, wood shingle roofs, and sheet metal flashing/trim comparable to specification Sections 04 26 13, 06 01 20, 06 40 13, 07 31 29, 07 62 00, and 07 62 13; and
(2) Building lifting, foundation replacement, and excavation support comparable to specification Sections 03 30 00 and 31 50 00.

c. For each project, the offeror shall, at a minimum, provide: customer/owner; location (city/state); brief scope description; period of performance or completion date; contract or purchase order number (if applicable); and a point of contact with phone or email.

d. Rating guidance:
- **Acceptable:** At least two projects are provided; information is complete; and the projects collectively demonstrate the experience described in paragraph (b).
- **Unacceptable:** Fewer than two projects are provided; required information is incomplete; or the projects do not collectively demonstrate both historic rehabilitation and lifting/foundation experience.

M.3.3 Sub-factor 2 – Key Subcontractors

a. The offeror shall identify any specialized work to be subcontracted and the corresponding subcontractor(s) and role(s), in Attachment 9, Section 3 (Key Subcontractor Identification).

b. If specialized work will be subcontracted, the offeror shall provide the subcontractor's name, trade/role, and contact information. If no specialized work will be subcontracted, the offeror shall clearly indicate "No" in the applicable field.

c. Rating guidance:
- **Acceptable:** The offeror clearly indicates whether specialized work will be subcontracted; where applicable, subcontractor(s) and role(s) are identified and information is complete and internally consistent.
- **Unacceptable:** The offeror indicates that specialized work will be subcontracted but fails to identify the subcontractor(s) and/or role(s), or the information is clearly incomplete or inconsistent.

M.3.4 Sub-factor 3 – SOW/Specifications Compliance

a. The offeror shall complete all rows in Attachment 9, Section 4 (SOW/Specs Compliance Checklist), marking either "Comply" or "Does Not Comply" for each minimum requirement. No blanks are permitted.

b. To be rated Acceptable, the offeror must:
(1) Mark "Comply" for all minimum requirements; and
(2) Not take exception to, or condition, any material requirement of the Statement of Work or specifications.

c. Rating guidance:
- **Acceptable:** All rows are marked "Comply," and the proposal does not take exception to any material requirement.
- **Unacceptable:** Any row is left blank; any row is marked "Does Not Comply"; or the proposal otherwise conditions or limits compliance with a material requirement.

M.3.5 Sub-factor 4 – Period of Performance Acknowledgment

a. The offeror shall acknowledge the **180-day period of performance from Notice to Proceed (NTP)** in the Period of Performance section of Attachment 9.

b. The offeror may identify known or anticipated schedule constraints, material lead times, or other factors that could affect meeting this period. The Government will consider this information in assessing the offeror's ability to meet the required period of performance; constraints that clearly indicate the offeror cannot meet the 180-day period may result in an Unacceptable rating.

c. Rating guidance:
- **Acceptable:** The offeror explicitly acknowledges the 180-day period of performance from NTP and does not condition its proposal on a longer period or otherwise indicate an inability or unwillingness to meet the 180-day requirement.
- **Unacceptable:** The offeror fails to acknowledge the 180-day period; conditions its proposal on a longer period; or otherwise indicates that it cannot meet the 180-day period.

M.3.6 Sub-factor 5 – Offeror Certification

a. The offeror shall complete Attachment 9, Section 5 (Offeror Certification), including the name and title of the authorized representative, signature, and date.

b. Rating guidance:
- **Acceptable:** The certification is fully completed and signed by an authorized representative.
- **Unacceptable:** The certification is missing, incomplete, or unsigned.

M.4 Factor 2 – Past Performance

M.4.1 Past Performance information

a. The offeror shall submit past performance information using **Past Performance Form – Attachment 10**. One Attachment 10 form shall be submitted for each past performance project.

b. The offeror shall submit a **minimum of two (2) and a maximum of five (5)** past performance projects.

c. Each past performance project shall:
(1) Involve construction and/or historic rehabilitation work similar in size, scope, and complexity to the work required under this solicitation; and
(2) Have been **completed within the last five (5) years** as of the date of this solicitation.

d. For each project, the offeror shall provide, at a minimum: contract or order number (if available); customer/owner; description of the work and its relevance; total dollar amount of award; period of performance; description of any performance problems encountered and the corrective actions taken; and a customer point of contact (name, title, email, and telephone number).

e. The Government may use information provided by the offeror and any other information obtained from Government and non-Government sources, including performance reporting systems.

M.4.2 Past Performance evaluation

a. Past performance will be evaluated in accordance with FAR 15.305 to assess the Government's confidence in the offeror's ability to perform successfully. The Government will consider **relevance**, **recency**, and **quality** of performance.

b. Relevance: The Government will assess the similarity of each project to this requirement in terms of scope (e.g., historic building rehabilitation, structural/foundation work), magnitude, and complexity.

c. Quality: The Government will consider the quality of performance, including compliance with contract requirements, timeliness, effectiveness of problem resolution, management of subcontractors, safety record, and customer satisfaction.

d. Recency: Only projects completed within the last **five (5)** years will be considered in assigning the overall past performance rating.

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

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

- **Unacceptable:** Recent, relevant past performance record reflects serious or persistent performance problems or negative trends such that the Government has a low expectation of successful performance.

f. A rating of **Unacceptable** under Factor 2 will render the proposal **ineligible for award**, regardless of price. A rating of **Neutral** will not, by itself, make the proposal ineligible for award but will not be rated more favorably than **Acceptable**.

M.5 Factor 3 – Price

a. The Government will evaluate price using the completed **Attachment 6 – Price Schedule**. The evaluated price will be the total firm-fixed-price for the base item plus any options, as applicable.

b. Price will be evaluated for reasonableness, and the Government may also evaluate price for balance. A proposal that is materially unbalanced as to price may be rejected as unacceptable.

c. Among proposals determined Technically Acceptable under Factor 1 and with an overall Past Performance rating of Acceptable or Neutral under Factor 2, the Government will award to the offeror proposing the **lowest total evaluated price**.

M.6 Responsibility

Prior to award, the apparent successful offeror must be determined responsible in accordance with applicable regulations and must meet all other requirements of the solicitation, including registration in the System for Award Management (SAM). If the apparent successful offeror is found non-responsible or otherwise ineligible, the Government may proceed to the next lowest-priced proposal that is Technically Acceptable and has Acceptable or Neutral past performance.