Clauses incorporated full text:

52.211-10	Commencement, Prosecution, and Completion of Work	Apr 1984

Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice.

(End of clause)

52.213-4	Terms and Conditions - Simplified Acquisition (Other Than Commercial Products and Commercial Services)	NOV 2023

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

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

(iv) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception - see paragraph (b) of 52.204-27.

(v) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

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

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

(viii) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(ix) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(x) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C.3553).

(xi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108–77 and 108–78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984). See 52.232-5.

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jan 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.233-1, Disputes (May2014).

(vii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (NOV 2023).

(viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order: 52.222-90 (EO 14398)

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

(ii) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)(Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

(iii) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in 2.101 on the date of award of this contract).

(iv) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000 (Jun 2020) (41 U.S.C.chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(v) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(vi) 52.222-36, Equal Employment for Workers with Disabilities (Jun 2020) (29 U.S.C.793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(viii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C.chapter 67) (Applies to service contracts over $2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(ix) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627) (Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(x) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (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 Lands Act (43 U.S.C. 1331, et seq.))).

(xi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xii) 52.222.90. Addressing DEI Discrimination by Federal Contractors.

(xii) 52.223-5, Pollution Prevention and Right-to-Know Information (May2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xiii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).

(xiv) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xv) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP)) will be-

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xvi) 52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvii) 52.223-21, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xviii)(A) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C.chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in 2.101 on the date of award of this contract, and the acquisition-

(1) Is set aside for small business concerns; or Cannot be set aside for small business concerns (see 19.502-2), and does

not exceed $50,000).

(B) *Alternate I* (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of *domestic end product* in paragraph (a) of 52.225-1:

(A) The cost of its components mined, produced, or manufactured in the United States exceeds __percent of the cost of all its components.

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xx) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xxi) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) 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/browse/index/far_____

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered;

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the

defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor’s records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.219-6 Notice of Total Small Business Set-Aside.

As prescribed in 19.507(c), insert the following clause:

NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)

(a) *Definition*. *Small business concern*, as used in this clause—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) *Affiliates*, as used in paragraph (a)(1) of this clause, 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.

(b) *Applicability*. This clause applies only to-

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

Alternate I (MAR 2020) . As prescribed in 19.507 (c), substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) *General.*(1) Offers are solicited only from small business concerns and Federal Prison Industries, Inc. (FPI). Offers received from concerns that are not small business concerns or FPI shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to either a small business concern or FPI.

52.223-4 Bio-based & environmentally preferable.

52.225-9	**Buy American Act - Construction Material**	**OCT 2022**

(a) *Definitions*. As used in this clause--
"Commercially available off-the-shelf (COTS) item"—
(1) Means any item of supply (including construction material) that is—
(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.
"Component" means an article, material, or supply incorporated directly into a construction material.
"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.
"Cost of components" means--
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit.
Cost of components does not include any costs associated with the manufacture of the construction material.
Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.
Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.
"Domestic construction material" means—

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

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

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

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

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

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

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

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

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

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

“United States” means the 50 States, the District of Columbia,
and outlying areas. (b) *Domestic preference.*
(1) This clause implements 41 U.S.C.chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows: **None.**
(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the
Government determines that
(i) The cost of domestic construction material would be unreasonable.
(A) *For domestic construction material that is not a critical item or does not contain critical components.*

(*1*) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;
(*2*) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(*1*) of this clause.
(*3*) The procedures in paragraph (b)(3)(i)(A)(*2*) of this clause will no longer apply as of January 1, 2030.
(B) *For domestic construction material that is a critical item or contains critical components.* (*1*) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.
(*2*) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(*1*) of this clause.
(*3*) The procedures in paragraph (b)(3)(i)(B)(*2*) of this clause will no longer apply as of January 1, 2030.
(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
(c) *Request for determination of inapplicability of the Buy American Act.*
(1)
(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--
(A) A description of the foreign and domestic construction materials;
(B) Unit of measure; (C)
Quantity;
(D) Price;
(E) Time of delivery or availability;
(F) Location of the construction project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
Item 1			

Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].
[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
[Include other applicable supporting information.]

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 or $3,000,000.00, whichever is less.

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

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

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.

52.228-13	Alternative Payment Protections	Jul 2000

(a) The Contractor shall submit one of the following payment protections:
A payment bond
An irrevocable letter of credit (ILC)
Tripartite Escrow Agreement
(b) The amount of the payment protection shall be 100 percent of the contract price.
(c) The submission of the payment protection is required within **10 calendar day**s of contract award.
(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

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 from the:

U.S. Department of the Treasury,
Financial Management,
Service Surety Bond Branch,
3700 East West Highway,
Room 6 F01,
Hyattsville, MD 20782.

Or via the internet at http://www.fms.treas.gov/c570/.

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

(End of clause)

52.236-4	**Physical Data**	**Apr 1984**

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.
a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys and core borings.

52.252-6	**Authorized Deviations in Clause**	**Nov 2020**

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

(b) The use in this solicitation or contract of any Department of Interior Acquisition Regulation Supplement (DIARS) (48 CFR 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

DIAR **1452.201-70**	**Authorities and Delegations**	**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.

DIAR **1452.203-70**	**Restrictions on Endorsements**	**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.

DIAR **1452.204-70**	**Release of Claims - Department of Interior**	**Jul 1996**

(a) 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.

DIAR **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:

$250,000.00 each person*
$500,000.00 each occurrence*
$250,000.00 property damage*

(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.

DIAR **1452.236-70**	**Prohibition Against Use of Lead-based paint**	**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.

	Contract Administration	

Contracting Officers, Contract Specialists and Contracting Officer’s Representative(s) are stated below.

Contracting Officer: Matthew Keith

Email: matthew_keith@ios.doi.gov

Contracting Specialist: Nathan Jones
Office Phone: (617) 913-8870 Email: nathan_jones@iso.doi.gov

Contracting Officer Rep: Chris Wang

Office Phone: 202-807-8684
Email:cristopher_wang@nps.gov

	Prohibition of All Terrain Vehicles (ATV)s	

The contractor is prohibited from utilizing All-Terrain Vehicles (ATV)s on National Park Service lands. ATV is defined as: A motorized off-highway vehicle (OHV) traveling on four or more low-pressure tires, having a seat to be straddled by the operator and a handlebar for steering control.

Use of Utility Terrain Vehicles (UTVs) are permitted. UTV (also called a side-by-side) is defined as: A motorized OHV having four or more low pressure tires, designed with side-by-side seats, seatbelts, steering wheel, and optional cab, brush cage, or ROPS.

DOI	**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:

1) **Company's hard copy of invoice for prior approval by the COR and copy Nathan_a_jones@nps.gov Please submit invoice and certified payroll to COR prior to uploading to IPP.**

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

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

(End of Local Clause)

Construction Contract Administration	

Federal Acquisition Regulation (FAR) 36.211(b) requires agencies provide description of policies and procedures that apply to definitization of equitable adjustments for change orders under construction contracts and data on the time required to definitize equitable adjustments for change orders under construction contracts. This information can be found at: https://www.doi.gov/pam/acquisition/policy/constructioncontract.

LIST OF ATTACHMENTS

Number	Description	Number of Pages
1	Statement of Work	15
2	Wage Determination	5

Construction wage rate requirements are applicable to this project. Current prevailing wage determination(s) at time of issuance of solicitation are included in this Section.

In the event the current prevailing Wage Determination is changed by the Department of Labor prior to the closing date of this solicitation, it is the Offeror's responsibility to insure the most recent determination is used in preparing the proposal. An amendment will not be issued prior to closing to change Wage Determination dates and/or numbers. Should the wage rate change after closing, but prior to award, the updated Wage Determination will be incorporated by amendment and issued to all Offerors submitting a proposal. If applicable, these Offerors/contractors will be given an opportunity to provide revised proposals solely to amend proposals due to Wage Determination changes. If the wage determination modification does not change any affected wage rates then the provisions of FAR 22.404-5(c)(4) will apply.

Applicable wage rates can be found at https://sam.gov/

When reviewing the clauses and provisions, please disregard the following clauses and provisions.

- 52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (MAY 2024)
- 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (JAN 2025)
- 52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (JAN 2025)
- 52.223-1 Biobased Product Certification (MAY 2024)
- 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024)
- 52.223-10 Waste Reduction Program (MAY 2024)
- 52.223-19, Compliance with Environmental Management Systems (MAY 2011)
- 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation (DEC 2016)
- 52.223-23, Sustainable Products and Services (MAY 2024)

When reviewing the following provisions and class deviations please adhere to them in this award.

- 52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (MAY 2024) (DEVIATION FEB 2025)
- 52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (JAN 2025) (DEVIATION FEB 2025)
- 52.223-1 Biobased Product Certification (MAY 2024) (DEVIATION FEB 2025)
- 52.223-2 Reporting of Biobased Products Under Service and Construction

Contracts (MAY 2024) (DEVIATION FEB 2025)

- 52.223-10 Waste Reduction Program (MAY 2024) (DEVIATION FEB 2025)
- 52.223-23, Sustainable Products and Services (MAY 2024 (DEVIATION FEB 2025))

When reviewing the clauses and provisions, please disregard the following clauses and provisions.

- 52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (MAY 2024)
- 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (JAN 2025)
- 52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (JAN 2025)
- 52.223-1 Biobased Product Certification (MAY 2024)
- 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024)
- 52.223-10 Waste Reduction Program (MAY 2024)
- 52.223-19, Compliance with Environmental Management Systems (MAY 2011)
- 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation (DEC 2016)
- 52.223-23, Sustainable Products and Services (MAY 2024)

When reviewing the following provisions and class deviations please adhere to them in this solicitation.

- 52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (MAY 2024) (DEVIATION FEB 2025)
- 52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (JAN 2025)(DEVIATION FEB 2025)
- 52.223-1 Biobased Product Certification (MAY 2024) (DEVIATION FEB 2025)
- 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024) (DEVIATION FEB 2025)
- 52.223-10 Waste Reduction Program (MAY 2024) (DEVIATION FEB 2025)
- 52.223-23, Sustainable Products and Services (MAY 2024 (DEVIATION FEB 2025))

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2024)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238330 – Commercial and Institutional Building Construction Contractors

(2) The small business size standard is $19.0 million.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information 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.

(a) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation.

The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (d) applies.

(ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm- fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v)52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x)52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast

Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with

more than one NAICS code assigned.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Bio based Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Bio based Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation that include the clause at 52.204-7.

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III

applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause

at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

_____(i) 52.204-17, Ownership or Control of Offeror.

_____(ii) 52.204-20, Predecessor of Offeror.

_____(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

_(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

_(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

_(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

_____(vii) 52.227-6, Royalty Information.

_____(A) Basic.

_(B) Alternate I.

_____(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed

through https://www.sam.gov. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*].

FAR CLAUSE #	TITLE	DATE	CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM. (End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

"Federal contracts and grants with total value greater than $10,000,000" means—

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

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

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

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

$10,000,000.

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed

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

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals–

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY (OCT 2018)

(a) Definitions. As used in this provision—

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

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

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

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

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

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than

$10,000,000.

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (JUN 2018)

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

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

_____(1) The Offeror certifies that—

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

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

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

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

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to

which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

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

(d) Do not submit an offer unless—

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

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

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

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

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

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2024)

(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. *Service-disabled veteran-owned small business (SDVOSB) concern* means a small business concern-

(1) (i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran or;

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16), with a disability that is service-connected, as defined in 38

U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran. *Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program* means an SDVOSB concern that—(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program. *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*, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) 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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); 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 paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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 238330 the small business size standard is $19.0 mil

(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 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 small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *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:* _.]

(5) *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 o each party to the joint venture: _*.]

(6) *Veteran-owned small business concern*. [*Complete only i the offeror represented itsel as a small business concern in paragraph (c)(1) o this provision*.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) *SDVOSB concern*. [*Complete only i the offeror represented itsel as a veteran-owned small business concern in paragraph (c)(6) o this provision*.] The offeror represents as part of its offer that it ☐ is, ☐ is not an SDVOSB concern.

(8) *SDVOSB joint venture eligible under the SDVOSB Program*. [*Complete only i the offeror represented itsel as a SDVOSB concern in paragraph (c)(7) o this provision*]. 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 o each party to the joint venture: _*.]

(9) *HUBZone small business concern*. [*Complete only i the offeror represented itsel as a small business concern in paragraph (c)(1) o this provision*.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) 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 o each party to the joint venture: _*.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(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, shall-

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that—

It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation.

It ☐ has, ☐ has not filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

INSTRUCTIONS FOR THE SUBMISSION OF OFFERS AND OTHER INFORMATION

A. GENERAL:

Submit, at a minimum, an offer that conforms to the solicitation documents. By submission of an offer in accordance with the instructions provided in this section, the offeror unconditionally assents to the terms and conditions in this solicitation document and in any solicitation attachments. Submit an offer complies with the format, content, and submission instructions contained in this section.

B. SUBMISSION INSTRUCTIONS:

Offerors shall submit an electronic copy of proposal volumes to: nathan_jones@ios.doi.gov

C. PROPOSAL FORMAT:

The offer shall consist of two separately bound volumes: Volume I – Technical Proposal, and Volume II – Price Proposal. Required contents of each volume are detailed below. The packaging used in submitting the proposal must clearly identify the solicitation number.

VOLUME I – TECHNICAL PROPOSAL:

This section of the technical proposal should describe the proposed approach to performing the requirement as detailed in the solicitation and its attachments.

EVALUATION FACTORS: The factors to be evaluated are as follows:

FACTOR 1 – PROJECT TECHNICAL APPROACH AND SCHEDULE:

Offer to submit a written technical approach for performing this construction project which demonstrates a clear understanding of the project and a realistic technical approach which illustrates completing the work within the dates specified in a realistic, rational and efficient manner while considering procurement lead-

time, coordination of various trades, on-site storage and staging, protection of historic fabric during construction, relocation of building occupants (including park staff and visitor center staff), owner access during construction, seasonal shutdowns, and weather contingencies. The technical approach shall include strategies for crew mobilization to the site. Submit a written narrative limited to limited to 10 pages describing your technical approach for the specific elements below. Pictures can be included and will count towards the page limitation.

FACTOR 2 – MANAGEMENT APPROACH

Management Approach is organizational structure and business processes to manage, control, and oversee your firm's operations. Submit a written narrative limited to **5** pages describing your management approach to the specific elements listed in Section M. Pictures can be included and will count towards the page limitation.

FACTOR 3 – EXPERIENCE

Describe experience and capability for Key Trades identified in Section H of this solicitation for elements listed below. Indicate whether or not you have previously worked with these firms on previous projects. All firms proposed as Key Trades are subject to substitution requirements contained in this solicitation. Submit a written narrative limited to 10 pages.

FACTOR 4 - PAST PERFORMANCE

The past performance of the offeror and/or its proposed subcontractors on projects similar in scope and complexity will be evaluated in the areas of quality, timeliness, and business relations. Offerors demonstrating a higher level of successful past performance in the evaluated areas will be more favorably rated. In the case of an offeror without a record of relevant, recent past performance or for whom information on past performance is not available, the offeror will be evaluated neither favorably nor unfavorably.

VOLUME II - PRICE PROPOSAL:

1. Standard Form 1442, Solicitation, Offer, and Award, (Construction, Alteration, or Repair): Complete blocks 14 through 20C only. An official having the authority to contractually bind the offeror's company must sign the SF 1442 in accordance with the procedures prescribed in FAR 4.102.
2. Acknowledgement of Amendments: Acknowledge all solicitation amendments using one of the methods set forth in Block 11 of Standard Form 30.
3. Section B, Contract Price Schedule: Enter the proposed dollar amount for each line item in the price schedule, including any optional items, if applicable.
4. Standard Form 24, Bid Bond: Submit a bid bond duly executed between the offeror and the bonding company. Refer to clause 52.228-1. For submission instructions, please refer to the “Proposal Submission Package” under contact information.

5. Section K, Representations, Certifications and Other Statements of Offerors: Complete all required representations and certifications if they are not available at www.SAM.gov. NOTE: Current, active registration at www.SAM.gov

is a requirement of this contract; the Government highly recommends completing SAM registration before submitting the offer.

6. General References: Provide a completed copy of the form entitled "General References," which is provided in the Proposal Submission Package. This form contains a listing of reference information related to the offeror's surety, bank, insurance company, subcontractors, and material suppliers. Information provided may be used in making a determination of responsibility pursuant to FAR 9.103.

subcontractor's size or socioeconomic status.

The Offeror’s subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged

business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and i required by the Contracting Officer, goals shall also be expressed in terms o percentage o total contract dollars, in addition to the goals expressed as a percentage o total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract per ormance, and may include a proportionate share o products and services that are normally allocated as indirect costs. In accordance with 15 U.S.C. 657r(a), an Offeror that is a mentor with an SBA-approved mentor-protégé agreement (see 13 CFR 125.9) that provides a subcontract to its protégé may apply the costs incurred or training it provides to its protégé toward its subcontracting plan goals, provided that protégé is a covered territory business or that protégé has its principal office located in the Commonwealth o Puerto Rico. In accordance with 43 U.S.C. 1626—

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals or small business and small disadvantaged business concerns, regardless o the size or Small Business Administration certification status o the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) I the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion o the total subcontract award to each Contractor. The sum o the amounts designated to various Contractors cannot exceed the total value o the subcontract.

(C) The ANC or Indian tribe shall give a copy o the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days o the date o the subcontract award.

(D) I the Contracting Officer does not receive a copy o the ANC's or the Indian tribe's written designation within 30 days o the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement o –

(i) Total dollars planned to be subcontracted or an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value o projected subcontracts, including all indirect costs except as described in paragraph (g) o this clause, to support the sales or a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description o the principal types o supplies and services to be subcontracted, and an identification o the types planned or subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description o the method used to develop the subcontracting goals in paragraph (d)(1) o this clause.

(5) A description o the method used to identi y potential sources or solicitation purposes (*e.g.*, existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor In ormation Service, the Research and In ormation Division o the Minority Business Development Agency in the Department o Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the in ormation contained in SAM as an accurate representation o a concern's size and ownership characteristics or the purposes o maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use o SAM as its source list does not relieve a firm o its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description o the method used to determine the proportionate share o indirect costs to be incurred with–

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name o the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description o the duties o the individual.

(8) A description o the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete or subcontracts.

(9) Assurances that the Offeror will include the clause o this contract entitled "Utilization o Small Business Concerns" in all subcontracts that offer urther subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns, including entities that are treated as small business concerns by statute or certain purposes (*e.g.,* ANCs, see 13 CFR 125.3(b)(2))) that receive subcontracts in excess o the applicable threshold specified in FAR 19.702(a) on the date o subcontract award, with urther subcontracting possibilities to adopt a subcontracting plan that complies with the requirements o this clause.

(10) Assurances that the Offeror will–

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent o compliance by the Contractor with the subcontracting plan;

(iii) A ter November 30, 2017, include subcontracting data or each order when reporting subcontracting achievements or indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended or use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) o this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide in ormation on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and or NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address o the Offeror's official responsible or acknowledging receipt o or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this in ormation into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address o the subcontractor's official responsible or acknowledging receipt o or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description o the types o records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description o the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the ollowing (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.,* SAM), guides, and other data that identi y small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award o more than the simplified acquisition threshold, as defined in FAR 2.101 on the date o subcontract award, indicating-

(A) Whether small business concerns were solicited and, i not, why not;

(B) Whether veteran-owned small business concerns were solicited and, i not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, i not, why not;

(D) Whether HUBZone small business concerns were solicited and, i not, why not;

(E) Whether small disadvantaged business concerns were solicited and, i not, why not;

(F) Whether women-owned small business concerns were solicited and, i not, why not; and

(G) I applicable, the reason award was not made to a small business concern.

(iv) Records o any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Con erences and trade airs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records o internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring per□ormance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size o□each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good □aith effort to acquire articles, equipment, supplies, services, or materials, or obtain the per□ormance o□construction work □rom the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request □or a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal i□–

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to □urnish certain supplies or per□orm a portion o□ the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost in□ormation or technical expertise in preparing the bid or proposal, where there is written evidence o□an intent or understanding that the small business concern will be awarded a subcontract □or the related work i□the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation i□ the Contractor □ails to acquire articles, equipment, supplies, services or materials or obtain the per□ormance o□construction work as described in (d)(12) o□this clause. This written explanation must be submitted to the Contracting Officer within 30 days o□contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor □rom discussing with the Contracting Officer any material matter pertaining to payment to or utilization o□a subcontractor.

(15) Assurances that the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions o□the underlying subcontract, and noti□y the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract per□ormance, the Contractor shall per□orm the □ollowing □unctions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time □or the preparation o□bids, quantities, specifications, and delivery schedules so as to □acilitate the participation by such concerns. Where the Contractor's lists o□potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-

owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period o time.

(2) Provide adequate and timely consideration o the potentialities o small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives o small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itsel as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Dynamic Small Business Search (DSBS) at *https://web.sba.gov/pro-net/search/dsp_dsbs.cfm*.

(5) Provide notice to subcontractors concerning penalties and remedies or misrepresentations o business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business or the purpose o obtaining a subcontract that is to be included as part or all o a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date o subcontract award, in which a small business concern received a small business pre erence, upon determination o the success ul subcontract offeror, prior to award o the subcontract the Contractor must in orm each unsuccess ul small business subcontract offeror in writing o the name and location o the apparent success ul offeror and i the success ul subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose o the subcontract.

( ) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) o this clause, except goals, may be incorporated by re erence as a part o the subcontracting plan required o the Offeror by this clause; provided-

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies o the approved master subcontracting plan, including evidence o its approval, to the Contracting Officer; and

(3) Goals and any deviations rom the master subcontracting plan deemed necessary by the Contracting Officer to satis y the requirements o this contract are set orth in the individual subcontracting plan.

(g) A commercial plan is the pre?erred type o?subcontracting plan ?or contractors ?urnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, ?or both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan ?rom the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition o?a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) o?this clause by submitting one SSR in eSRS ?or all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception o?those such as the ?ollowing: Employee salaries and benefits; payments ?or petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank ?ees; fines, claims, and dues; original equipment manu?acturer relationships during warranty periods (negotiated up ?ront with the product); utilities and other services purchased ?rom a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days a?ter the end o?the Government's fiscal year.

(h) Prior compliance o?the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility o?the offeror ?or award o? the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.702(a), or an option is exercised, the goals o?the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required ?rom subcontractors when the prime contract contains the clause at FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at FAR 52.244-6, Subcontracts ?or Commercial Products and Commercial Services, under a prime contract.

(k) The ?ailure o?the Contractor or subcontractor to comply in good ?aith with (1) the clause o?this contract entitled "Utilization O?Small Business Concerns;" or (2) an approved plan required by this clause, shall be a material breach o?the contract and may be considered in any past per?ormance evaluation o?the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases ?rom a corporation, company, or subdivision that is an affiliate o?the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit

cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)

(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702 a)(1)(iii) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides–

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*.

(i) Reports submitted under individual contract plans–

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also

includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.702(a), and the contract and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) *Reports submitted under a commercial plan*-

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

***Alternate I* (Nov 2016). As prescribed in 19.708 (b)(1)(i), substitute the following paragraph (c)(1) for paragraph (c)(1) of the basic clause:**

(c)(1) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small

business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract

Alternate II **(Nov 2016). As prescribed in 19.708 (b)(1)(ii), substitute the following paragraph (c)(1) for paragraph (c)(1) of the basic clause:**

(c)(1) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

Alternate III **(Jan 2025). As prescribed in 19.708 (b)(1)(iii), substitute the following paragraphs (d)(10) and (l) for paragraphs (d)(10) and (l) in the basic clause:**

(d)(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Contractor with the subcontracting plan;

(iii) Submit Standard Form (SF) 294 Subcontracting Report for Individual Contract in accordance with paragraph (l) of this clause. Submit the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations; and

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294 in accordance with paragraph (l) of this clause. Ensure that its subcontractors with subcontracting plans agree to submit the SSR in accordance with paragraph (l) of this clause using the eSRS.

(l) The Contractor shall submit a SF 294. The Contractor shall submit SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the U.S. or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *SF 294*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan. For Contractors the report shall be submitted to the Contracting Officer, or as specified elsewhere in this contract. In the case of a subcontract with a subcontracting plan, the report shall be submitted to the entity that awarded the subcontract.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When a Contracting Officer rejects a report, the Contractor shall submit a revised report within 30 days of receiving the notice of report rejection.

(ii)(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(1)(iii) or 19.301-2(e), the Contractor's achievements must be reported in the report on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(2)*SSR*. (i)*Reports submitted under individual contract plans*-

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.*, plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) I the Contractor and/or a subcontractor is per orming work or more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one o that agency's contracts is over the applicable threshold specified in FAR 19.702(a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted or all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30, or the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor is required to submit a revised SSR within 30 days o receiving the notice o report rejection.

(E) Subcontract awards that are related to work or more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in the eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) *Reports submitted under a commercial plan*-

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within 30 days a ter the end o the Government's fiscal year.

(C) I a Contractor has a commercial plan and is per orming work or more than one executive agency, the Contractor shall speci y the percentage o dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs or commercial plans resides with the Contracting Officer who approved the commercial plan.

***Alternate IV* (Jan 2025). As prescribed in 19.708 (b)(1)(iv), substitute the ollowing paragraphs (c) and (d) or paragraphs (c) and (d) o the basic clause:**

(c)(1) The Contractor, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. I the Contractor is submitting an individual subcontracting plan, the plan shall separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part or the basic contract and separate parts or each option (i any). The subcontracting plan shall be incorporated into the

contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. The subcontracting plan does not apply retroactively.

(2)(i) Unless the Contractor has reason to question the representations, it may accept a subcontractor's written representations o□its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business i□the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as o□the date o□the offer □or the subcontract.

(ii) Unless the Contractor has reason to question the representations, it may accept a subcontractor's representations o□its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System □or Award Management (SAM) i□—

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as o□the date o□the offer □or the subcontract.

(iii) The Contractor may not require the use o□SAM □or the purposes o□representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good □aith is not liable □or misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Contractor's subcontracting plan shall include the □ollowing:

(1) Separate goals, expressed in terms o□total dollars subcontracted and as a percentage o□total planned subcontracting dollars, □or the use o□small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and i□required by the Contracting Officer, goals shall also be expressed in terms o□percentage o□total contract dollars, in addition to the goals expressed as a percentage o□ total subcontract dollars. The Contractor shall include all subcontracts that contribute to contract per□ormance, and may include a proportionate share o□products and services that are normally allocated as indirect costs. In accordance with 15 U.S.C. 657r(a), a Contractor that is a mentor with an SBA-approved mentor-protégé agreement (see 13 CFR 125.9) that provides a subcontract to its protégé may apply the costs incurred □or training it provides to its protégé toward its subcontracting plan goals, provided that protégé is a covered territory business or that protégé has its principal office located in the Commonwealth o□Puerto Rico. In accordance with 43 U.S.C. 1626—

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals □or small business and small disadvantaged business concerns, regardless o□the size or Small Business Administration certification status o□the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) I the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion o the total subcontract award to each Contractor. The sum o the amounts designated to various Contractors cannot exceed the total value o the subcontract.

(C) The ANC or Indian tribe shall give a copy o the written designation to the Contracting Officer, the Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days o the date o the subcontract award.

(D) I the Contracting Officer does not receive a copy o the ANC's or the Indian tribe's written designation within 30 days o the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement o –

(i) Total dollars planned to be subcontracted or an individual subcontracting plan; or the Contractor's total projected sales, expressed in dollars, and the total value o projected subcontracts to support the sales or a commercial plan, including all indirect costs, with the exception o those such as the ollowing: Employee salaries and benefits; payments or petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank ees; fines, claims, and dues; original equipment manu acturer relationships during warranty periods (negotiated up ront with the product); utilities and other services purchased rom a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns; (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business; (v) Total dollars planned to be subcontracted to HUBZone small business concerns; (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and (vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description o the principal types o supplies and services to be subcontracted, and an identification o the types planned or subcontracting to

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description o the method used to develop the subcontracting goals in paragraph (d)(1) o this clause.

(5) A description o the method used to identi y potential sources or solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor In ormation Service, the Research and In ormation Division o the Minority Business Development Agency in the Department o Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). The Contractor may rely on the in ormation contained in SAM as an accurate representation o a concern's size and ownership characteristics or the purposes o maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use o SAM as its source list does not relieve a firm o its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Contractor included indirect costs in establishing subcontracting goals, and a description o the method used to determine the proportionate share o indirect costs to be incurred with–

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name o the individual employed by the Contractor who will administer the Contractor's subcontracting program, and a description o the duties o the individual.

(8) A description o the efforts the Contractor will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete or subcontracts.

(9) Assurances that the Contractor will include the clause o this contract entitled "Utilization o Small Business Concerns" in all subcontracts that offer urther subcontracting opportunities, and that the Contractor will require all subcontractors (except small business concerns, including entities that are treated as small business concerns by statute or certain purposes (*e.g.,* ANCs, see 13 CFR 125.3(b)(2))) that receive subcontracts in excess o the applicable threshold specified in FAR 19.702(a) on the date o subcontract award, with urther subcontracting possibilities to adopt a subcontracting plan that complies with the requirements o this clause.

(10) Assurances that the Contractor will–

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent o compliance by the Contractor with the subcontracting plan;

(iii) A ter November 30, 2017, include subcontracting data or each order when reporting subcontracting achievements or an indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended or use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) o this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide in ormation on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and or NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address o the Contractor's official responsible or acknowledging receipt o or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this in ormation into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address o the subcontractor's official responsible or acknowledging receipt o or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description o the types o records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description o the Contractor's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the ollowing (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identi y small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award o more than the simplified acquisition threshold, as defined in FAR 2.101 on the date o subcontract award, indicating–

(A) Whether small business concerns were solicited and, i not, why not;

(B) Whether veteran-owned small business concerns were solicited and, i not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, i not, why not;

(D) Whether HUBZone small business concerns were solicited and, i not, why not;

(E) Whether small disadvantaged business concerns were solicited and, i not, why not;

(F) Whether women-owned small business concerns were solicited and, i not, why not; and

(G) I applicable, the reason award was not made to a small business concern.

(iv) Records o any outreach efforts to contact–

(A) Trade associations;

(B) Business development organizations;

(C) Con erences and trade airs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records o internal guidance and encouragement provided to buyers through–

(A) Workshops, seminars, training, etc.; and

(B) Monitoring per ormance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the Contractor to the Government, including the name, address, and business size o each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Contractor will make a good aith effort to acquire articles, equipment, supplies, services, or materials, or obtain the per ormance o construction work rom the small business concerns that it used in preparing the proposal or the modification, in the same or greater scope, amount, and quality used in preparing and submitting the modification proposal. Responding to a request or a quote does not constitute use in preparing a proposal. The Contractor used a small business concern in preparing the proposal or a modification i–

(i) The Contractor identifies the small business concern as a subcontractor in the proposal or associated small business subcontracting plan, to urnish certain supplies or per orm a portion o the subcontract; or(ii) The Contractor used the small business concern's pricing or cost in ormation or technical expertise in preparing the proposal, where there is written evidence o an intent or

understanding that the small business concern will be awarded a subcontract for the related work when the modification is executed.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the contracting officer any material matter pertaining to the payment to or utilization of a subcontractor.

(15) Assurances that the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

Parent topic: 52.219 [Reserved]

52.222-23 -- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction.

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
6.9%	*6.9%*

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

(1) its implementation of the Equal Opportunity clause,

(2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction,'' and

(3) its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance,

U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Estes Park, Colorado (End of Provision)

52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT – CONSTRUCTION MATERIALS (MAY 2014)

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.228-1 PROPOSAL GUARANTEE (SEP 1996)

(a) Failure to furnish a proposal guarantee in the proper form and amount, by the time proposals are due, may be cause for rejection of the proposal.

(b) The offeror shall furnish a proposal guarantee in the form of a firm commitment, *e.g.,* proposal 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 proposal guarantees, other than proposal bonds—

(1) To unsuccessful offerors as soon as practicable after the contract award; and

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

(c) The amount of the proposal guarantee shall be (20%) twenty percent of the total proposal price or $3,000,000.00, whichever is less.

(d) If the successful offeror, upon acceptance of its proposal 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 offeror, the Contracting Officer may terminate the contract for default.

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

(End of provision)

52.233-2 -- SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Jody Auerbach, 1234 Market St, 20th Floor, Philadelphia, PA 19107.

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

(End of Provision)

52.236-27 -- SITE VISIT (CONSTRUCTION) ALTERNATE I (FEB 1995)

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

(b) An organized site visit will be conducted as part of this solicitation. The Date and Time for the site visit is **9 July 2026 at 10 am EDT**. For Site Visit updates, email the Contracting Officer Representative Christopher_Wang@nps.gov.

(End of Provision)

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

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

https://www.acquisition.gov/browsefar

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

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.

(End of provision)

SECTION M – EVALUATION FACTORS FOR AWARD

SIGNIFICANT FACTORS AND SUB FACTORS

A. BASIS FOR AWARD:

The Government will use a best value tradeoff process for this source selection. Award will be made to the responsible offeror whose offer conforms to the solicitation requirements and provides the best value to the Government considering all evaluation factors combined as detailed below.

By submission of an offer, the Offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Failure to meet a requirement may result in an offer's proposal being un-awardable. While the Government intends to award a contract without discussions, discussions or negotiations may be conducted. **Offerors are cautioned to follow the detailed instructions fully and carefully, as the Government reserves the right to make an award based on initial offers received, without discussion of such offers. The Offeror's initial proposal should reflect their best effort.** The Government intends to award one contract but reserves the right to award none.

B. EVALUATION PROCESS:

A Technical Evaluation Panel (TEP) comprised of Government personnel, with assistance from non-Government advisors when required, will evaluate proposals. The technical evaluation and rating of proposals will be conducted in strict confidence. The number and identities of offerors will not be revealed to anyone not involved in the evaluation and award process or to other offerors. Proposals will be evaluated based only on the factors described herein.

Proposals will be evaluated against the factors set forth in this section. The TEP will not have access to price information until completion of initial technical evaluations.

Proposals will receive a preliminary review to determine whether the proposal contains sufficient information, as required by Section L, to allow the Government to perform a meaningful evaluation. If the results of this preliminary review indicate that the proposal lacks sufficient information to allow a meaningful evaluation to be conducted, the Source Selection Authority (SSA) may eliminate the proposal from further evaluation and consideration for award. Any offeror's proposal eliminated at this stage from

further evaluation or consideration for award will be notified with the reasons why its proposal was eliminated from further evaluation or consideration for award in accordance with FAR 15.503.

After completion of the technical and price evaluations, the TEP will make an award recommendation based on the evaluations to the SSA. The SSA will then consider all proposals and the evaluation factors stated herein, including assessment of the degree of risk associated with the proposals, to determine the offer that provides the overall best value to the Government. The SSA's decision will be based on a comparative assessment of proposals against all source selection factors specified in the solicitation.

The Government may elect to accept other than the lowest priced proposal when the perceived benefits of a higher priced proposal merit the price differential.

C. EVALUATION FACTORS:

The significant factors and any significant sub factors that will be considered in awarding the contract are:

FACTOR 1 – TECHNICAL APPROACH AND SCHEDULE:

Sub-factor 1A: Technical Approach

Offer to submit a written technical approach for performing this construction project which demonstrates a clear understanding of the project and a realistic technical approach which illustrates completing the work within the dates specified in a realistic, rational and efficient manner while considering procurement lead-time, coordination of various trades, on-site storage and staging, protection of historic fabric during construction, relocation of building occupants (including park staff and visitor center staff), owner access during construction, seasonal shutdowns, and weather contingencies. The technical approach shall include strategies for crew mobilization to the site. Submit a written narrative limited to limited to 10 pages describing your technical approach for the specific elements below. Pictures can be included and will count towards the page limitation.

Element 1: Technical Approach - Logistics, Coordination, Process:

Describe your approach to completing work within required schedule and budget for successful contract completion, including how you will manage dust control and cleaning on a daily basis. Contractor must prevent dust from getting on and infiltrating all electrical, equipment (including phone, computer, copiers and appliances), furniture, files, cabinets, closets and bookcases within the building from construction operations related to this project and especially from dust while also providing periodic owner access during construction including access to items listed above.

Element 2: Technical Approach - Natural, Cultural, or Historic Resources

Describe your approach to removal of historic fabric slated for demolition that is adjacent to sensitive architectural features to remain, as well as approach to historic preservation plan demonstrating compliance with Secretary of the Interior's Standards for Historic Preservation.

Element 3: Technical Approach - Risk Mitigation

Submit a risk analysis identifying critical issues, potential problems, and/or areas of concern with recommended solutions. Include strategies to manage project risks such as weather and working around unforeseen site conditions, unusually severe weather, material lead times, and work force availability.

Sub actor 1B: Schedule

Submit your proposed construction schedule for THIS SPECIFIC PROJECT showing completion within the required period of performance contained in this solicitation with accompanying schedule narrative. Submit your schedule in MS Project Gantt Chart format and include specific activities required for this project and a clear critical path with major milestones and applicable predecessor activities. There is no page limit for the Gantt Chart, however please limit your narrative to no more than **5** Pages. In your accompanying narrative, explain schedule logic, critical path activities, key considerations and constraints, proposed phasing and sequencing of work, which demonstrates an understanding of the means and interrelationships of the primary elements of this project.

The following rating scale and definitions apply to the evaluation of the Technical Approach and Schedule Evaluation Factors and Sub-Factors.

Rating	Definition
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.

Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. Proposal is unawardable without discussions.
Unacceptable	Proposal does not meet requirements of the solicitation and thus contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable without discussions.

FACTOR 2 –MANAGEMENT APPROACH

Sub-factor 2A: Management Approach

Management Approach is organizational structure and business processes to manage, control, and oversee your firm's operations. Submit a written narrative limited to **5** pages describing your management approach to the specific elements below. Pictures can be included and will count towards the page limitation.

Element 1: Management Approach - Capacity

Submit a written narrative of your firm's capabilities and assets that are available for this project. Indicate existing capacity to perform this work concurrent with existing ongoing projects. Describe your firm's resources and equipment that will be used for the work on this project.

Element 2: Management Approach – Logistics, Coordination, Process

Submit a general management approach narrative for maintaining and managing project safety, quality control and coordination, cost management, and schedule management. Address how these general management procedures will be applied specifically to the scope, location, and schedule of this project. Describe proposed coordination with the project owner (National Park Service), and other (State, City, Local) regulatory entities to complete work within all parameters of the solicitation. Describe tracking systems and documentation you will employ and how that data will contribute to successfully completing solicitation requirements.

Element 3: Management Approach – Roles and Responsibilities

Provide an organizational chart and narrative that demonstrates the roles and responsibilities of the proposed prime contractor and all key subcontractors. Describe how the subcontractors will be managed and coordinated. Describe the approach to manage and maintain the contract's schedule, cost and scope. Describe how safety requirements will be incorporated into all activities. Describe how the quality control requirements will be performed to ensure the Government receives a quality project.

Sub-factor 2B: Safety

Submit a written narrative limited to **5** pages which details an overview of your company's Construction Safety Program and an assessment of the safety risks associated with this construction project. Describe changes or tailoring to your company's Construction Safety Program required to address this specific projects' risk. Include the names, resumes, and specific safety training completed (i.e., OSHA, etc.) for the proposed Project Site Safety Manager for this project. Additionally, submit a copy of OSHA 300A logs for the previous three calendar years with information from your insurance company showing your company's current Experience Modification Rate (EMR).

The following rating scale and definitions apply to the evaluation of the Management Approach and Evaluation Factor and Sub-Factors.

Rating	Definition

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

FACTOR 3 –PROJECT EXPERIENCE

Sub-factor 3A Project Experience

Describe experience and capability for Key Trades identified in Section H of this solicitation for elements listed below. Indicate whether or not you have previously worked with these firms on previous projects. All firms proposed as Key Trades are subject to substitution requirements contained in this solicitation. Submit a written narrative limited to **10** pages.

Element 1: Project Experience – Logistics, Coordination, Process

Describe experience and capability for moving/relocating employees and office equipment/furnishings, providing temporary facilities and services such as telecommunications, water, sewer, and electrical. Describe experience and capability for with construction at remote project sites within a limited construction season.

Element 2: Project Experience – Natural, Cultural, or Historic Resources

Describe experience and capability for in construction involving rehabilitation/restoration of historic interiors, following Secretary of the Interior's Standards for Historic Preservation.

Element 3: Project Experience – Systems

Describe experience and capability for the replacement of carpeting/tile within commercial/institutional buildings. Describe experience and capability for floor leveling in commercial/institutional buildings.

Sub□actor 3B Key Personnel Experience

Submit resumes for key personnel as identified in this solicitation at. All personnel proposed are subject to substitution requirements contained in this solicitation. There is no preprinted form for this submittal.

The □ollowing rating scale and definitions apply to the evaluation o□the Project Experience and Evaluation Factors and Sub-Factors.

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

FACTOR 4 - PAST PERFORMANCE

The past performance of the offeror and/or its proposed subcontractors on projects similar in scope and complexity will be evaluated in the areas of quality, timeliness, and business relations. Offerors demonstrating a higher level of successful past performance in the evaluated areas will be more favorably rated. In the case of an offeror without a record of relevant, recent past performance or for whom

information on past performance is not available, the offeror will be evaluated neither favorably nor unfavorably.

Offerors **shall** complete the attached **Past Performance Questionnaires (preferably a minimum of 3 and/or a maximum of 5)** that provide information on the **performance quality** of work on similar projects as outlined in the project specifications. **THE ATTACHED PAST PERFORMANCE QUESTIONNAIRE MUST BE THE ONE**

COMPLETED – NO EXCEPTIONS. If available, offerors may submit a Contractor Performance Assessment Reporting System (CPARS) evaluation report in lieu of Past Performance Questionnaire(s). Contact information SHALL be provided so that the Government may contact and confirm the information provided.

Additionally, the Government may consider any and all other sources of information, including, but not limited to, contacting the contractor or contracting officer of the projects provided, and retrieval of information from CPARS.

The following rating scale and definitions shall be used in the evaluation of Factor 4.

Rating	**Definition**
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

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

Evaluation Process: The past performance evaluation considers each offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract's requirements. Performance confidence is assessed at the overall Past Performance factor level after evaluating aspects of the offeror's recent past performance, focusing on performance that is relevant to the technical factors and Price factor.

In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance proposal volume and information obtained from other sources available to the Government, to include, but not limited to, the Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS) or other databases; interviews with Program Managers and Contracting Officers, and commercial sources.

Recency Assessment: An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past six (6) years from the issuance month of this solicitation. Past performance information that fails this condition will not be evaluated.

Relevancy Assessment: The Government will conduct an in-depth evaluation of all recent performance information obtained to determine how closely the products provided/services performed under those contracts relate to the technical factors and Price factors. Consideration will be given to projects involving the type of construction and work elements described in the attached Specifications. Relevant past performance information must demonstrate construction experience involving the type of construction and work elements described in the attached Specifications, Section 01 11 00, and costs comparable to the project magnitude as specified in Block 10 for the SF 1442, Request for Proposal. A relevancy determination of the offeror's past performance will be made based upon the aforementioned considerations, including joint venture partner(s). In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror or

teaming partner whose contract is being reviewed and evaluated. The past performance questionnaires

and information obtained from other sources will be used to establish the degree of relevancy of past performance. A relevancy determination of the offeror's past performance will be made based upon the aforementioned considerations, including joint venture partner(s). In determining relevancy for

individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror or teaming partner whose contract is being reviewed and evaluated. The past performance questionnaires and information obtained from other sources will be used to establish the degree of relevancy of past performance.

The Government will use the following relevancy definitions when assessing recent contracts:

Rating	**Definition**

Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Assigning Ratings: As a result of the relevancy of the recent contracts evaluated, offerors will receive an integrated performance confidence assessment rating. Although the past performance evaluation focuses on performance that is relevant to the technical factors and price factor, the resulting performance confidence assessment rating is made at the factor level and represents an overall evaluation of contractor performance. Offerors without a record of recent/relevant past performance or for whom information on past performance is so sparse that no meaningful confidence assessment rating can be reasonably assigned will not be evaluated favorably or unfavorably on past performance and, as a result, will receive an "Unknown Confidence" rating for the Past Performance factor. More recent performance will have a greater impact on the Performance Confidence Assessment than less recent or relevant effort. A strong record of relevant past performance may be considered more advantageous to the Government than an "Unknown Confidence" rating. Likewise, a more relevant past performance record may

receive a higher confidence rating and be considered more favorably than a less relevant record of favorable performance.

FACTOR 5 - PRICE

A price evaluation will be performed to determine the reasonableness of the proposed price. Reasonableness will be determined considering other competitive prices received and comparison to the independent Government estimate. The Government will consider whether the proposed price is too high and may also consider whether the proposed price is too low, because this might indicate a lack of technical understanding on the offeror's part or a performance risk associated with the proposal that the Government may not be willing to accept. Whether a price is too high or too low may be considered in the context of comparison to other price proposals as well as to the IGE or to any other information the Contracting Officer deems useful in his or her discretion. If multiple contract line items are included in the price schedule, prices will also be evaluated to determine whether any line items are unbalanced. Offerors are cautioned to distribute costs appropriately. All evaluation factors other than price, when combined, are approximately equal to price.

D. RELATIVE IMPORTANCE OF EVALUATION FACTORS:

All evaluation factors other than price, when combined, are approximately equal to price.