SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140FGA26R0023	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 07/01/2026	PAGE 1 OF 32 PAGES

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0044043673	6. PROJECT NO.

7. ISSUED BY CODE FGA	8. ADDRESS OFFER TO
FWS GAOA FWS, GAOA 5275 Leesburg Pike Falls Church VA 22041	

9. FOR INFORMATION CALL	a. NAME Justine Coleman	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 4132538287

SOLICITATION

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

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

This opportunity is only available to Small Businesses. The U.S. Fish & Wildlife Service has a requirement for the replacement of boat ramps at Kirwin National Wildlife Refuge at Kirwin NWR. This requirement is being procured in accordance with FAR Part 15, Contracting by Negotiation.

Project Description: Boat Ramp Replacement Project at Kirwin NWR

Location:
Kirwin NWR (National Wildlife Refuge)
702 E. Xavier Road
Kirwin, KS 67644

Interested contractors must be registered in SAM (System for Award Management, www.sam.gov) and complete online representations and certifications before the solicitation response due date.

Contract Type: Firm-Fixed Price

Continued...

11. The contractor shall begin performance within 15 calendar days and complete it within 60 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** _____ ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 1200 ***(hour)*** local time 07/31/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☐ is, ☒ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

CODE FACILITY CODE

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

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

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

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

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

26. ADMINISTERED BY FGA

FWS GAOA
FWS, GAOA
5275 Leesburg Pike
Falls Church VA 22041

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 0 *copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

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

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

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

Justine Coleman

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Project Magnitude: Between $500K and $1M Period of Performance: 60 Days After Receipt of NTP Wage Rates: General Wage Rate Decision Number: KS20260037 State and County: Phillips County, KS Construction Type: Heavy Site Visit Date/Time/Address: 10AM CST Wednesday, July 15 at the Project Location detailed above Site Visit Contact: CO Justine Coleman, Justine_coleman@ios.doi.gov Questions Due Date: 5PM PST - Wednesday, July 22 Response Due Date: 12:00 PM PST - Friday, July 31 Proposal Acceptance Period: Must be valid for 30 days Bonds: A bid bond is not required. Contractors are reminded that any amount awarded over $35,000 requires submission of a Payment Bond. Any amount over $150,000.00 requires both payment and performance bonds. Bonds are due no later than 10 calendar days after award. Based on the project magnitude, both payment and performance bonds will be required. Basis for Award: Tradeoff - Best Value Questions and Proposals should only be submitted to the CO. All communications should be sent to justine_coleman@ios.doi.gov. -- Please disregard email address justine_pasiecnik@fws.gov, all emails should go to justine_coleman@ios.doi.gov. Delivery: 08/31/2026 Delivery Location Code: 0011280434 Continued...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FWS KIRWIN NATIONAL WILDLIFE REFUGE 702 EAST XAVIER ROAD KIRWIN KS 67644-3505 US Period of Performance: 08/01/2026 to 10/15/2026				
00010	South Shore North Boat Ramp				
00020	South Shore South Boat Ramp				
00030	North Shore Boat Ramp				
00040	Concrete Dock (Bulkhead)				

Part I – The Schedule

Section A – Solicitation/Contract Form

- SF 1442 – Solicitation, Offer, and Award

--END OF SECTION A--

Section B – Supplies or Services and Prices/Costs

- See Attached Price Schedule or SF 1442

--END OF SECTION B--

Section C – Description/Specifications/Statement of Work

- Construction Statement of Work (SOW) – See Section J for list of attachments

--END OF SECTION C--

Section D – Packaging and Marking

D.1 PAYMENT OF POSTAGE AND FEES

All postage fees related to submitting information forms, reports, etc., to the CO or the COR shall be paid by the contractor.

D.2 MARKING

Solicitation Number: 140FGA26R0023

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the Contract Number of the contract for which the information is being submitted.

--END OF SECTION D--

Section E – Inspection and Acceptance

FAR Clause	Description	Date
FAR 52.246-12	Inspection of Construction	AUG 1996
FAR 52.246-21	Warranty of Construction	MAR 1994

--END OF SECTION E--

Section F – Deliveries or Performance

FAR Clause	Description	Date
FAR 52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
FAR 52.211-12	Liquidated Damages – Construction	SEPT 2000
FAR 52.242-14	Suspension of Work	APR 1984

--END OF SECTION F--

Section G – Contract Administration Data

G.1 CONTRACTING STAFF

Contracting Officer

Justine Coleman
Contracting Specialist, Construction/A&E Operations
Joint Administrative Operations| U.S. Fish & Wildlife Service
Justine_coleman@ios.doi.gov

G.2 DEFINITIONS

CONTRACTING OFFICER'S REPRESENTATIVE

The "Contracting Officer's Representative (COR)" is the on-the-ground representative for the Contracting Officer that monitors and enforces the terms and conditions of the contract.

PROJECT INSPECTOR

"Project Inspector" is the designated Government personnel that performs the on-the-job Government inspection of work accomplished by the Contractor.

G.3 PROVISIONS AND CLAUSES IN FULL TEXT

- DIAR 1452.201-70 - AUTHORITIES AND DELEGATIONS (SEPT 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 having 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

exceeding 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 their or her appointment, shall be at the Contractor's risk.

(End of Clause)

- **Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (FEB 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. Invoice billed according to contract line items and rates.
2. Certified payrolls and Statement of Compliance in accordance with clause 52.222-8.
3. If the partial payment is billed and the invoice states a lump sum, the invoice shall include an itemized breakdown and narrative progress summary of the work performed during this invoice period.
4. If final payment is billed, the last invoice shall state “FINAL”.
5. Contractor’s Release of Claims shall be submitted with the final invoice.

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

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

(End of Local Clause)

G.4 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM

(a) For each construction contracts of $900,000 or more, and for each contract terminated for default regardless of the contract value, the U.S. Department of Interior or Forest Service will submit an electronic record of contractor performance on this contract in the Contract Performance Assessment Reporting System (CPARS) at https://www.cpars.gov/. The DOI/FS has implemented the Contractor

Performance Assessment Reporting System (CPARS) to submit performance evaluations. One or more past performance evaluations will be conducted on this contract to record contractor performance.

(b) The past performance evaluation process is a paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the CPARS for Government use in evaluating past performance as part of a source selection action.

(c) The Contractor must furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to past performance evaluation(s) for this contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether the Contractor agrees with the evaluation, before returning the report to the Government Assessing Official. The report information must at all times be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically generated email with de tailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/.

The CPARS User Manual, registration for Online Training for Contractor Representatives, and a practice application may also be found at this site.

(e) Within 60 days after the end of a performance peri od, the Government Assessing Official (AO) for the contract will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/ . Contractor Representatives may then provide comments in response to the evaluation or return the evaluation without comment. Comments are limited to the space provided by CPARS and your comments must focus on objective facts in the AO's rating, narrative and your performance of the contract. In addition to the ratings and supporting narratives, review the accuracy of all information in the evaluation, as it includes key fields that will be used by the Government to identify the Contractor in future source selection actions. If you elect not to provide comments, acknowledge receipt of the evaluation by indicating "No comment" in Block 22 along with signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPARS.

(f) The following guidelines apply concerning your use of past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CP ARS. If for some reason the form cannot be viewed and/or submitted through CPARS, contact the AO for instructions.

(2) Strictly control access to the evaluation within your organization, and ensure the evaluation is never released to persons or entities outside of their control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, send a request in writing to the AO no later than seven days following the date the DOI/FS submits an evaluation to CPARS.

(h) If the parties cannot resolve any disagreement in the content of the past performance evaluation, the original evaluation as well as your comments will be referred to the Reviewing Official (RO). The RO will make a final determination on the performance evaluation.

(i) The completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting future source selection actions after it has been finalized.

(End of clause)

--END OF SECTION G--

Section H – Special Contract Requirements

H.1 PROJECT MANAGEMENT

The Contractor shall have a competent Project Manager on-site for this contract, to supervise all phases of the contract, for the duration of on-site performance and until final inspection and acceptance of the work.

The Project Manager shall have the authority to act for the contractor, and their name shall be submitted in writing to the Contracting Officer. The contractor shall be responsible for the actions of the Project

Manager who is acting on their behalf. Notification of deficiencies and problems, made to the Project Manager by the Government, shall effectively be notice to the Contractor of those deficiencies and problems.

H.2 SPECIAL CONTRACT REQUIREMENTS

H.2.1 Rights of Entry

The Contractor shall obtain all necessary permission and permits to enter private property to make ground surveys, establish reference points, and 'set' monuments. The Contractor shall assume responsibility for damage to property because of its actions in performing work under this contract.

H.2.2 Damages

a. The Contractor shall assume all risks of injury to persons or property in connection with the performance of work under this contract and shall indemnify and save harmless the Government against all claims, causes of action, cost and expense, because of bodily injuries or death or damages to property arising from work activities of the Contractor.

b. The Contractor shall not cut, remove, or knock down fences or leave any gate open without specific permission of the landowner or person in charge of the property.

c. The Contractor shall not use any materials which are poisonous or hazardous to animals.

d. The Contractor shall exercise extreme care to prevent the start or spread of fire and to prevent any damage to property. The Contractor shall leave the property as undisturbed as possible prior to departure.

H.2.3 Accident Prevention

a. The Contractor shall, always, exercise reasonable precautions and provide for protecting the lives and health of employees and other persons in the performance of work under this contract. Specifically, the Contractor shall comply with all applicable provisions of federal, state, local, safety, health, and sanitation laws, codes and regulations.

b. The Contractor shall maintain an accurate record of and shall report to the Contracting Officer in the manner and on forms prescribed by the Contracting Officer, all causes of death, occupational diseases, traumatic injuries, lost-time accidents, or damage to property arising out of or in the course of employment incidental to performance of the work under this contract.

H.2.4 Clean-Up

a. Except for monuments, witness posts and reference posts established by the Contractor, in accordance with the provisions of the contract, the Contractor shall remove all flags, markers, paneling, targets, stakes, rubbish, unused material, and any other materials belonging to the Contractor or used under the Contractor's direction during the performance of work under this Contract.

b. In the event the Contractor does not remove all materials and in terms discussed above, the Government may remove those items at the expense of the Contractor. Any monies due the contractor may be offset by reasonable charges for this removal. If sureties are involved, they may also be liable for the costs for this removal effort.

H.2.5 Meetings and Progress Reports

a. During the execution of field operations under this contract, the Contractor shall meet periodically with the Contracting Officer or the COR at the site at mutually agreed times. The purpose of the meetings is to obtain information on the progress of the field work.

b. The Contractor shall submit a monthly report summarizing work completed operations in progress, and schedule of future activities. The reports should discuss both field activities and office activities and should be submitted within two working days after the end of the reporting period.

c. Progress reports will be submitted by the COR and/or Project Leaders on as needed basis.

H.2.6 Special Instructions

a. Accuracy - The Contractor's attention is directed to the fact that the precision, accuracy, and completeness of the work called for by this contract is essential. The detailed requirements of the contract will be rigidly interpreted and applied in determining the acceptability of the field work accomplished, monuments 'set' and referenced and data delivered.

b. Performance of Work by the Government - Nothing in this contract shall be construed or interpreted to prohibit or restrict the Government's right to have Government employees perform work of the type covered by this contract.

H.3 WORK HOURS

Will be established by the on-site staff during post award. Hours are typically sunrise to sundown. Special accommodation can be requested.

H.4 DRAWINGS

H.4.1 Typical Drawings

Any drawings titled typical are general only and dimensions of each structure will be fixed by the Contracting Officer to adapt the design to existing conditions at the structure location.

H.4.2 Reduced Size Drawings

Drawings appearing in this package may be photographically reduced in size. Accordingly, measurements and dimensions should not be taken or be based on any numerical scales shown. To review full-size drawings, contact the Contracting Officer.

H.5 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

H.5.1
Public Law 93-291, May 24, 1974, provides for the preservation of scientific, prehistorical, and archeological data (including relics and specimens) which might otherwise be lost due to alteration of the terrain because of any Federal construction project.

H.5.2
The Contractor agrees that should any contractor employee, in the performance of this contract, discover evidence of possible scientific, prehistorical, historical, or archeological data the contractor will notify the Contracting Officer immediately in writing giving the location and nature of the findings.

H.5.3
Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance and/or changes in the work. If such delays and/or changes are ordered, the time of performance and contract price shall be adjusted in accordance with the applicable clauses in the Contract Clauses Section of this contract.

H.5.4
The Contractor agrees to insert this requirement in all subcontracts which involve the performance of work on the terrain of the site.

H.6 ENVIRONMENTAL IMPACT

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by their subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law, including, but not limited to Executive Order 12088, 13 October 1978, Federal Compliance with Pollution Control Standards; the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 ET SEQ); the Clean Air Act as amended (42 U.S.C. Sec 7401 ET SEQ); the Endangered Species Act, as amended (16 U.S.C. Sec 1531, ET SEQ); the Toxic Substances Control Act, as am ended (15 U.S.C. Sec 2601, ET SEQ); the National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ); the Solid Waste Disposal Act, as amended (42 U.S.C. 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 U.S.C. Sec 469, ET SEQ). Should the United States Government be held liable for any neglect or improper actions by the contractor or any subcontract or regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

H.7 HAZARDOUS MATERIALS

Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional

protective measures, a contract modification may be required, subject to equitable adjustment under the terms of the contract. The contractor advised that friable and/or non-friable asbestos-containing material may be encountered in project areas. Friable asbestos-containing material is any material that contains more than one percent asbestos by weight, and that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos containing materials are materials in which asbestos fibers are bound by a matrix material, saturation, impregnation or coating. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use.

However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition, or other similar activities. 29 CFR 1910.1001 shall be referenced in the event asbestos-containing materials are encountered. Friable asbestos-containing materials are not authorized for use in new construction or maintenance projects.

H.8 UNAUTHORIZED PERSONNEL

The contractor shall inform all personnel working under their jurisdiction (including subcontractor and visiting supplier personnel) that access to areas outside of the immediate work area, excluding direct haul and access routes, contracting and Civil Engineering offices and points of supply and storage is prohibited. Circulation of said personnel will be limited to official business only. People in violation of the above will be apprehended and appropriately disciplined.

H.9 WAGE RATES

Davis Bacon Wage Rate Determinations are applicable throughout the life of the contract and can be found at https://sam.gov.

H.10 GOVERNMENT FURNISHED MATERIALS

Government standards, procedures, guidelines, instructions, and other materials which will be furnished to the contractor on a loan basis and shall be returned upon completion of the project unless noted otherwise. The contractor shall exercise extreme care while reviewing Government data and materials to prevent their loss or damage.

H.11 INDEMNIFICATION

The contractor is an 'independent contractor' and shall obtain all necessary insurance to protect themself from liability arising out of this contract. The contractor hereby agrees to indemnify and hold the Government harmless in connection with, any loss or liability from damage to or destruction of property or from injuries to or death of persons (including the agents and employees of both parties) if such damage, destruction, injury or death arises out of, or is caused by performance of work under this contract, unless such damage, destruction, injury or death is caused solely by the negligence of the Government, its agents or employees. The contractor agrees to include this clause, appropriately modified, in all subcontracts to be performed under this contract.

--END OF SECTION H--

Part II – Contract Clauses

Section I – FAR/DIAR Contract Clauses

FAR Clause	Description	Date
FAR 52.202-1	Definitions	JUN 2020
FAR 52.203-3	Gratuities	APR 1984

FAR 52.203-5	Covenant Against Contingent Fees	MAY 2014
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
FAR 52.203-7	Anti-Kickback Procedures	JUN 2020
FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
FAR 52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
FAR 52.203-14	Display of Hotline Poster(s)	NOV 2021
FAR 52.203-17	Contractor Employee Whistleblower Rights & Requirements to Inform Employees of Whistleblower Rights	NOV 2023
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
FAR 52.204-2	Security Requirements Alternate II	MAR 2021 / APR 1984
FAR 52.204-10	Reporting Executive Compensation	JUN 2020
FAR 52.204-13	System for Award Management Maintenance	OCT 2018
FAR 52.204-14	Service Contract Reporting Requirements	OCT 2016
FAR 52.204-15	Service Contract Reporting Requirements for Indefinite Delivery Contracts	OCT 2016
FAR 52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
FAR 52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services by Kaspersky Lab	DEC 2023
FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
FAR 52.209-6	Protecting the Government’s Interests	JAN 2025
FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
FAR 52.210-1	Market Research	NOV 2021
FAR 52.215-2	Audit and Records -- Negotiation	JUN 2020
FAR 52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
FAR 52.219-6	Notice of SB Set-Aside	NOV 2020
FAR 52.219-8	Utilization of Small Business Concerns	JAN 2025
FAR 52.219-14	Limitations on Subcontracting	OCT 2022
FAR 52.219-28	Post Award Small Business Program Rerepresentation	JAN 2025
FAR 52.219-32	Orders Issued Directly Under Small Business Reserves	SEP 2021
FAR 52.222-3	Convict Labor	JUN 2003
FAR 52.222-4	Contract Work Hours and Safety Standards -- Overtime Compensation	MAY 2018
FAR 52.222-6	Construction Wage Rate Requirements	AUG 2018
FAR 52.222-7	Withholding of Funds	MAY 2014
FAR 52.222-8	Payrolls and Basic Records	JUL 2021
FAR 52.222-9	Apprentices and Trainees	JUL 2005
FAR 52.222-10	Compliance with Copeland Act Requirements	FEB 1988
FAR 52.222-11	Subcontracts (Labor Standards)	MAY 2014
FAR 52.222-12	Contract Termination - Debarment	MAY 2014
FAR 52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
FAR 52.222-14	Disputes Concerning Labor Standards	FEB 1988
FAR 52.222-15	Certification of Eligibility	MAY 2014
FAR 52.222-30	Construction Wage Rate Requirements-Price Adjustment	AUG 2018

FAR 52.222-35	Equal Opportunity for Veterans	JUN 2020
FAR 52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
FAR 52.222-37	Employment Reports on Veterans	JUN 2020
FAR 52.222-40	Notification of Employee Rights Under National Labor Relations Act	DEC 2010
FAR 52.222-50	Combating Trafficking in Persons	OCT 2025
FAR 52.222-54	Employment Eligibility Verification	JAN 2025
FAR 52.222-55	Minimum Wages under Executive Order 13658	JAN 2022
FAR 52.222-62	Paid Sick Leave under Executive Order 13706	JAN 2022
FAR 52.223-2	Reporting of Biobased Products (DEVIATION FEB 2025)	MAY 2024
FAR 52.223-3	Hazardous Material Identification and Material Safety Data	FEB 2021
FAR 52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
FAR 52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners	MAY 2024
FAR 52.223-20	Aerosols	MAY 2024
FAR 52.223-21	Foams	MAY 2024
FAR 52.225-9	Buy American – Construction Materials	OCT 2022
FAR 52.225-11	Buy American-Construction Materials under Trade Agreements.	NOV 2023
FAR 52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	JUN 2000
FAR 52.227-1	Authorization and Consent	JUN 2020
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	JUN 2020
FAR 52.227-4	Patent Indemnity -- Construction Contracts	DEC 2007
FAR 52.228-2	Additional Bond Security	OCT 1997
FAR 52.228-5	Insurance – Work on a Government Installation	JAN 1997
FAR 52.228-12	Prospective Subcontractor Requests for Bonds	DEC 2022
FAR 52.228-14	Irrevocable Letter of Credit	NOV 2014
FAR 52.229-2	North Carolina State and Local Sales and Use Tax	APR 1984
FAR 52.229-3	Federal, State, and Local Taxes	FEB 2013
FAR 52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
FAR 52.232-17	Interest	MAY 2014
FAR 52.232-23	Assignment of Claims	MAY 2014
FAR 52.232-27	Prompt Payment for Construction Contracts	JAN 2017
FAR 52.232-33	Payment by Electronic Funds Transfer – SAM	OCT 2018
FAR 52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
FAR 52.233-1	Disputes	MAY 2014
FAR 52.233-3	Protest after Award	AUG 1996
FAR 52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
FAR 52.236-1	Performance of Work by the Contractor	APR 1984
FAR 52.236-2	Differing Site Conditions	APR 1984
FAR 52.236-3	Site Investigation	APR 1984
FAR 52.236-5	Material and Workmanship	APR 1984
FAR 52.236-6	Superintendence by the Contractor	APR 1984
FAR 52.236-7	Permits and Responsibilities	NOV 1991
FAR 52.236-8	Other Contracts	APR 1984
FAR 52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
FAR 52.236-10	Operations and Storage Areas	APR 1984
FAR 52.236-11	Use and Possession Prior to Completion	APR 1984
FAR 52.236-12	Cleaning Up	APR 1984
FAR 52.236-13	Accident Prevention	NOV 1991
FAR 52.236-14	Availability and Use of Utility Services	APR 1984

FAR 52.236-15	Schedules for Construction Contracts	APR 1984
FAR 52.236-16	Quantity Surveys	APR 1984
FAR 52.236-17	Layout of Work	APR 1984
FAR 52.236-21	Specifications and Drawings	FEB 1997
FAR 52.237-4	Payment by Government to Contractor	APR 1984
FAR 52.242-13	Bankruptcy	JUL 1995
FAR 52.243-4	Changes	JUN 2007
FAR 52.244-2	Subcontracts	JUN 2020
FAR 52.244-6	Subcontracts for Commercial Items	OCT 2025
FAR 52.245-1	Government Property	SEP 2021
FAR 52.245-9	Use and Charges	APR 2012
FAR 52.246-21	Warranty of Construction	MAR 1994
FAR 52.248-3	Value Engineering – Construction	OCT 2025
FAR 52.249-2	Termination for Convenience (Fixed-Price)	APR 2012
FAR 52.249-3	Termination for Convenience (Dismantling, Demolition, or Removal of Improvements)	APR 2012
FAR 52.249-10	Default (Fixed-Price Construction)	APR 1984
FAR 52.252-2	Clauses Incorporated by Reference	FEB 1998
FAR 52.253-1	Computer Generated Forms	JAN 1991

I.3 Clauses incorporated by Full Text

- **FAR 52.204-30 Federal Acquisition Supply Chain Security Act Orders – Prohibition (DEC 2023)**

1. *Definitions.* As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

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

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

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

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

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

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

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

(b) *Prohibition.*

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1).

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

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

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

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

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

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

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

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

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

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

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

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable

FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts*.

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of clause)

52.223-9 Estimate of Percentage of Recovered Materi al Content for EPA-Designated Items (May 2008)

(a) Definitions . As used in this clause—

“Postconsumer material” means a material or finish ed product that has served its intended use and has been discarded for disposal or recovery, having comp leted its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

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

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

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

(2) Submit this estimate to the designated person described in each task order.

(End of Clause)

52.252-6 Authorized Deviations in Clauses (NOV 2020)

(a) The use in this solicitation or contract of an y 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 Agriculture Acquisition Regulation (48 CFR __4___) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

DIAR 1452.204-70 Release of Claims (JUL 1996)

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

(End of clause)

DIAR 1452.228-70 LIABILITY INSURANCE -- DEPARTMENT OF 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:

$ 500,000 Each person
$ 500,000 Each occurrence
$ 1,000,000 Property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contacting 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.

(End of clause)

DIAR Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (April 2013)

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: CO Approved Invoice.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment

instructions via email from the Federal Reserve Bank of Boston (FRBB) 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 ippgroup@bos.frb.org 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)

--END OF SECTION I--

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

Section J – Attachments and Exhibits

Document Number	Document Name	Page Length
1	Statement of Work	7 Pages
2	Specifications	66 Pages
3	Wage Rates – DOL	5 Pages
4	Project Bid Schedule	2 Pages
5	Data Entry Form	1 Page

--END OF SECTION J--

Part IV – Representations and Instructions

Section K – Representations and Certifications

Provisions by Reference

FAR Clause	Description	Date
FAR 52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
FAR 52.236-28	Preparation of Proposals – Construction	OCT 1997

Provisions by Full Text

- FAR 52.204-8 – Annual Reps and Certs (MAR 2026)
(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is *237990.*
(2) The small business size standard is $45M.
(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce 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.

(b) (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 $200,000.

(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) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

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

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

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

(x) 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.

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when 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).

(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.

(xiii) 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).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 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.

(xvi) 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 products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

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

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

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

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates 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 $105,767, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

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

(xxiv) 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.

(xxv) 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:
[*Contracting Officer check as appropriate.*]

[X] (i) 52.204-17, Ownership or Control of Offeror.

[X] (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) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.
__ (vii) 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 website 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*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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)

FAR 52.204-24 – Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services.
The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.
(a) *Definitions.* As used in this provision—
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—
(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
(d) *Representation.* The Offeror represents that—
(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—
It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services.
The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.
(e) *Disclosures.*
(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:
(i) For covered equipment—
(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
(ii) For covered services—
(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
(i) For covered equipment—
(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
(ii) For covered services—
(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services – Representation (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c)

(1) *Representation.* The Offeror represents that it □ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

FAR 52.204-29 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (DEC 2023).

(a) *Definitions.* As used in this provision, *Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system,* and *Source* have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures*.

(1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(*https://www.sam.gov)* for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

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

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

FAR 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)

--END OF SECTION K--

Section L – Instructions to Offerors

PROVISIONS INCORPORATED BY REFERENCE

FAR Clause	Description	Date
FAR 52.204-7	System for Award Management	NOV 2024
FAR 52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
FAR 52.204-22	Alternative Line-Item Proposal	JAN 2017
FAR 52.215-1	Instructions to Offerors- -Competitive Acquisition	NOV 2021
FAR 52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
FAR 52.225-10	Notice of Buy American Requirements – Construction Materials	MAY 2014
FAR 52.225-12	Notice of Buy American Requirement— Construction Materials under Trade Agreements	MAY 2014
FAR 52.233-2	Service of Protest	SEP 2006

PROVISIONS INCORPORATED BY FULL TEXT

FAR 52.216-1 Type of Contract (APR 1984)
The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.
(End of Clause)

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):
Federal Acquisition Regulation (FAR) Clauses: https://www.acquisition.gov/browse/index/far
(FAR clauses begin with 52)

(End of Clause)

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 Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

PROPOSAL SUBMISSION REQUIREMENTS

GENERAL. This Request for Proposal (RFQ) is set aside for small business concerns. An award notice will be posted on the Government Point of Entry website located at sam.gov upon award. The award notice will include the awardee's name and address and total award amount.

CHECKLIST. In order for a proposal to be considered responsive, the offeror shall submit the information listed in the checklist below. Failure to submit all of the required information prior to the closing of the solicitation (Block 8 of the SF 1442) will result in the proposal not being considered for award.

Proposal Submission Checklist: Respondents Initials of Items Included in Submission

1. Filled-Out SF 1442 1._____
2. Signed Amendment(s)- SF30s (if Applicable) 2. _____
3. Pricing for Items on the Price Schedule 3._____
4. Contractor Technical Evaluation Documentation per Section M .4._____
5. Data Entry Form 5. _____

Electronic Response. The proposal MUST be electronically submitted via e-mail to Justine_Coleman@ios.doi.gov

Requests for Information. Questions regarding this solicitation must be submitted in writing to Justine Coleman via e-mail to Justine_Coleman@ios.doi.gov by July 31, 2026 at 12:00PM PST.

PROPOSAL INSTRUCTIONS

FORMAT AND CONTENT
Submit the completed Standard Form 1442 and all acknowledged amendments, if any.

Evaluation Factor, Price. The Respondent shall remit a completed price schedule (Attached). The Respondent shall enter unit prices and extended totals for each item listed. The price shall include all necessary supervision, management, labor, transportation, equipment, materials, any other direct incidental costs, overhead and profit, unless the cost is identified as a separately priced contract line item.

The Respondent shall complete and submit all applicable Representations, Certifications and Other Statements of Offerors. In accordance with FAR 4.1201, representations and certifications shall be submitted to the System for Award Management (www.sam.gov) and updated at least annually to ensure they are kept current, accurate, and complete. Registration must be for ALL AWARDS.

Technical response as detailed in Section M.

Data Entry Form (See Attached Documents)

--END OF SECTION L--

Section M – Evaluation Factors for Award

BASIS FOR CONTRACT AWARD

M.1.0 BASIS OF AWARD.

M.1.1 Award without Discussion

The Government intends to evaluate proposals and award a contract without discussions with offerors. Therefore, each initial offer should contain the offeror's best terms from a price standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. (See Provisions FAR 52.215-1, Instructions to Offerors – Competitive Acquisitions) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Offerors are cautioned to submit sufficient information and, in the format, specified in Section L. Communication conducted to resolve minor or clerical errors would not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.

M.1.2 Evaluation Approach

This award will be made based off of the tradeoff evaluation method. The Tradeoff Process is a best value source selection strategy that permits a tradeoff between price, past performance, and technical capabilities.

This is a competitive best value source selection in which competing offeror's recent relevant experience and ability to deliver, when combined, are more important to cost/price. By submission of its 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.

M.1.3 Factors to be Evaluated

The following evaluation factors will be used to evaluate each proposal:

FACTOR 1 – RECENT RELEVANT EXPERIENCE
FACTOR 2 – ABILITY TO DELIVER/OFFEROR CAPACITY
FACTOR 3 – PRICE

Evaluation of the offeror's proposal shall address each factor as it applies to the statement of work, specifications and drawings. A detailed explanation of the criteria for the evaluation is set forth (Evaluation Approach) below.

M.2.0 Evaluation Factors

FACTOR 1 – RECENT RELEVANT EXPERIENCE

Offerors shall be evaluated to determine whether they have performed similar contracts, in terms of scope and price, to the work required within the solicitation. Offerors shall provide the minimum requested project information on at least three (3) relevant projects completed within the last (5) years for the construction of similar projects as stated on statement of work (MAXIMUM 5 PAGES TOTAL). For a project to be considered, the offeror shall have been the Prime Contractor on it. One of the projects does have to have been done with a Federal Agency to be considered. Responses exceeding the 5-page maximum shall not be considered.

A project is considered 'relevant' if it is similar in terms of scope and price to the work required within the solicitation. To be considered similar in scope, projects shall demonstrate work experience in construction of similar project as stated on the statement of work and the project shall have a contract value of at least $500,000 or more.

FACTOR 1 RECENT AND RELEVENT EXPERIENCE	
Rating	**Description**
High Confidence	The Government has high confidence that the offeror understands the requirement, has experience performing relevant work in recent history and will be successful in performing this contract with little to no Government interaction based on the information received in this proposal for factor 1.
Some Confidence	The Government has some confidence that the offeror understands the requirement, has experience performing relevant work in recent history and will be

	successful in performing this contract with little to no Government interaction based on the information received in this proposal for factor 1.
Low Confidence	The Government has low confidence that the offeror understands the requirement, has experience performing relevant work in recent history and will be successful in performing this contract with little to no Government interaction based on the information received in this proposal for factor 1.

FACTOR 2 – TECHNICAL ABILITY TO DELIVER/OFFEROR CAPACITY

The offeror shall provide documentation which demonstrates their capacity to construct the project as shown in the solicitation, drawings, specifications, and supporting documents.

a) Documentation shall include but will not necessarily be limited to: General Contractor's list of current on-going projects and projected project commitments and obligations for remaining calendar year 2026.
b) b) The offeror shall also confirm availability for project start on or about August 15, 2026. The response on this item is limited to 2 pages maximum. Proposal responses exceeding the 2-page maximum limit shall not be considered.

FACTOR 2 TECHNICAL ABILITY TO DELIVER/OFFEROR CAPACITY	
Rating	**Description**
High Confidence	The Government has high confidence that the offeror has demonstrated they have sufficient ability to start this project on time and complete this project by the period of performance end date based on the information provided in factor 2.
Some Confidence	The Government has some confidence that the offeror has demonstrated they have sufficient ability to start this project on time and complete this project by the period of performance end date based on the information provided in factor 2.
Low Confidence	The Government has low confidence that the offeror has demonstrated they have sufficient ability to start this project on time and complete this project by the period of performance end date based on the information provided in factor 2.

FACTOR 3 – PRICE

Price – Offeror's prices for each item within the price schedule shall represent the best price in response to the solicitation. Prices will be evaluated using price analysis IAW FAR 15.404-1(a)(2) and 15.404-1(b). Prices shall be evaluated to determine fair and reasonableness.

The Offeror shall remit a completed price schedule attached in Section J of the solicitation. The price shall include all necessary supervision, management, labor, transportation, equipment, materials, any other direct incidental costs, overhead and profit, unless the cost is expressly identified as a separately priced contract line item. Any offer that fails to cite a price for each item or fails to make an entry that indicates service will not be provided for an Item will be rejected as non-conforming to this solicitation and not be considered for award.

(End of Section M)

--END OF SECTION M--