SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER: 0044051554

2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 140FS326Q0121

6. SOLICITATION ISSUE DATE: 07/31/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Keith Rose

b. TELEPHONE NUMBER *(No collect calls)*: 6127135423

8. OFFER DUE DATE/ LOCAL TIME: 08/14/2026 1200 ED

9. ISSUED BY CODE FS3

FWS SAT Team 3
FWS SAT Team 3
5275 Leesburg Pike
Falls Church VA 22041

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 325120

SIZE STANDARD: 1200

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS:

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING:

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ)
☐ INVITATION FOR BID (IFB)
☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE 0011279903
See Schedule

16. ADMINISTERED BY CODE FS3
See Schedule

17a. CONTRACTOR/ OFFEROR CODE: FACILITY CODE:

TELEPHONE NUMBER:

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE:

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: FWS SAT Team 3 FWS SAT Team 3 5275 Leesburg Pike Falls Church VA 22041 US DELIVER TO: Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: Keith Rose

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	FWS ARTHUR R MARSHALL LOXAHATCHEE N 10216 LEE ROAD BOYNTON BEACH FL 33473 US BPA for Bulk Fuel - USFWS ARTHUR R MARSHALL LOXAHATCHEE NWR - FL Tech POC Name/#: Jennifer Brown (561) 336-8218 Alt POC Name/#: Melissa Juntunen (561) 248-9018 PPR2118322 Period of Performance: 10/01/2026 to 09/30/2031				
00010	Bulk fuel				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

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B – Combined Synopsis/Solicitation

Solicitation Number: **140FS326Q0121**

Solicitation Title: BPA for Delivered Bulk Fuel – USFWS Loxahatchee NWR - FL

Posted Date:	07/31/2026
Response Date:	08/14/2026, 12:00 PM
Classification Code:	9140
Set Aside:	Small Business
NAICS Code:	**325120 – Industrial Gas Manufacturing, 1,200 Employees**

Contracting Office:

Department of the Interior, U.S. Fish and Wildlife Service Acquisitions Team, Goods & Services Acquisition Operations

This requirement is being procured, and an award will be made in accordance with Revolutionary FAR Overhaul (RFO) FAR Part 12, Acquisition of Commercial Products and Commercial Services. Buyer intends to issue award using a purchase order. Quotes from Sellers unable to accept purchase orders will not be considered for award.

1. **Solicitation Number 140FS326Q0121** is issued as a request for quote (RFQ).

2. This procurement is a Blanket Purchasing Agreement (BPA) for Delivered Bulk Fuel for Loxahatchee NWR – FL.

3. This is a solicitation for commercial items prepared in accordance RFO FAR 12 and with the format in Subpart 12.202(b)(1) as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

4. This action is being solicited as a **Small Business Set-Aside**. A Firm-Fixed Price commercial order will be issued. NAICS Code: **325120 – Industrial Gas Manufacturing, 1,200 Employees**.

5. Offerors are cautioned that a warranted Contracting Officer is the only authorized Government representative to make any contractual changes once an award is made. No oral statement of any person whomsoever shall, in any manner or degree modify or otherwise affect the terms of this Purchase Order. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority, and no adjustment shall be made in the Purchase Order price to cover any increase in costs incurred as a result thereof. The Contract Specialist for this order is keith_rose@ios.doi.gov.

6. Contracting Officer Representative: TBD

7. There is no Previous Contract – this is a new requirement.

8. **Prior to submitting an offer, Offerors must be Registered, Active, and Eligible for All Awards in System for Award Management.** Registration instructions may be obtained, and online registration may be accomplished at www.sam.gov. **By submitting an offer, the offeror acknowledges the requirement to be registered in the SAM (www.sam.gov) database prior to award, during performance, and through final payment of any contract resulting from the solicitation. Offers that fail to furnish required representations or information or reject the terms and conditions of the solicitation may be excluded from consideration.**

9. Questions on this solicitation should be **sent via email only** to keith_rose@ios.doi.gov **within the first 48 hours of the posting of the solicitation**. This will allow time for responses to be obtained and posted as an amendment to the solicitation prior to the closing date and time.

10. Evaluation Factors IAW FAR 52.212-2 Evaluation - Commercial Products and Commercial Services. (DEVIATION MAR 2026). These General Evaluation Factors will be applied:

- Technical experience, capacity, and expertise to perform the required tasks within the period of performance and to meet all goals and objectives on schedule. Demonstrated experience with Delivered Bulk Fuel, **specifically within the size, location, and proximity of the current requirement.**

- Technical approach to performing the required tasks as described in the statement of work addendum within the period of performance. The proposal shall include a narrative explaining how the work will be carried out in terms of the techniques, procedures, and schedule.

- Management Plan: Key Personnel shall be addressed and identified in proposals to be considered responsive. If use of a Subcontractor is part of your response to the solicitation, they should be identified in the response to the solicitation.

- Past performance. The proposal shall include three examples of successful, timely completion of similar work. The examples may come from federal, state, or local government. A Past Performance Questionnaire is attached to this solicitation. The following information shall be included:
    - Name of the job (to include address)
    - Project Prime's name
    - Issuing agency or company
    - Contract/Identification number
    - Start and completion dates
    - Brief description of the scope of work
    - How the work is substantially similar to the proposed project
    - No less than two (2) valid references that includes: Agency name, Point of Contact, Phone Number, Email Address

- Technical Capabilities & Past Performance when combined is **significantly more than price**.

11. Offerors must submit quotes via email to keith_rose@ios.doi.gov. All interested Contractors shall provide a quote as follows:

RFQ due date: Friday, August 14, 2026

RFQ due time: 12:00 PM; Eastern Time

The anticipated award date is September 1, 2026. Please do not request award status prior to this date.

Parties responding to this solicitation please submit the following:

- SF 1449: Provide a completed SF 1449 with signature. Provide all signed amendments (SF 30), if issued for this notice.
- Company Information: P rovide Company's address, phone number, email, and **SAM.gov Unique Entity Identifier (UEI)**. **Vendors must be registered and Active for All Awards in SAM.gov to be considered for an award action. Dunn and Bradstreet Number (DUNS) is no longer used by the federal government for verification. Failure to provide a SAM UEI will have your response deemed unresponsive and not further considered for an award.**
- Technical Capabilities: Evidence of the technical capabilities of the offeror IAW the attached Statement of Work.
- Past Performance References: Provide references for up to three (3) clients in which you have performed similar services IAW with the attached Statement of Work.
- Price Quotes: A detailed breakdown of pricing.

The Government will evaluate the reasonableness of pricing submission based on other quotes received.

C – Quote Schedule

Contractor shall provide, on an as needed basis, all materials, equipment, and services required in the Statement of Work and contract documents. Fuel shall be requested and provided on an as- needed basis based upon the following schedule.

Pricing is based on the Rack Price the day of delivery using the Oil Price Information Service (OPIS) Rack Price (using the appropriate city index for the area the fuel is purchase), *plus* provider's fixed mark-up price. The contractor must provide the rack price for that day on each delivery ticket when delivered and on each subsequent invoice. Contractors will use only their **mark-up price per gallon** for each item listed. This amount must be in dollar format ($0.00) and include all costs for transportation, margin, applicable taxes and fees, etc.

5 Year Period	**Item**	**Mark-up Per Gallon**
08/15/2026-08/14/2031	Unleaded gasoline (10% ethanol)	
08/15/2026-08/14/2031	Unleaded gasoline (high octane)	
08/15/2026-08/14/2031	Clear diesel (highway-on road)	

D – Blanket Purchasing Agreement (BPA) Ordering Instructions

Blanket Purchase Agreement (BPA) – the authorized limit for the life of the BPA is $250,000. There is a not to exceed call limit of $10,000.

1) Description of Agreement:

The supplier shall furnish the following fuels when requested by the contracting officer (or the authorized representative of the contracting officer) for the period 8/15/2026 through 8/14/2031:

- Unleaded gasoline (10% ethanol)
- Unleaded gasoline (high octane)
- Clear diesel (highway-on road)

These fuel types are the minimum required varieties needed - this is not an all-encompassing list.

2) Extent of Obligation:

The Government is obligated only to the extent of authorized purchases actually made under this BPA.

3) Purchase Limitations are as follows:

Minimum Amount Per Call: $1.00
Individual Field Station personnel not to exceed $10,000.
For supplies - $10,000.00 per call
For non-construction services - $2500.00 per call

4) List of Authorized Callers:

Authorized callers include all Loxahatchee NWR employees who have completed the government purchase card training. Authorized callers also include the station Budget Specialist and any warranted contracting officer up to their warrant authority. Government Purchase Card training certificates for all potential orders should be in the official contract file, maintained by the Administrative Contracting Officer.

5) Invoices
Invoices shall be submitted via the Internet Payment Platform at https://www.ipp.gov and shall contain the following information:

a. Name of supplier
b. BPA number
c. Date of service
d. Call number
e. Itemized list of supplies or services furnished
f. Quantity, unit price, and extension of each item

6) Pricing:

The contractor warrants that the prices and discounts to the Government under this BPA are as low, or lower than, those charged to the contractors most favored customers.

E – Contract Clauses

DOI ELECTRONIC INVOICING 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 [Contracting Officer to edit and include the documentation required under this contract]:

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)

52.222-90 Addressing DEI Discrimination by Federal Contractors (DEVIATION MAR 2026)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

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

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

(End of clause)

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)).

52.203-6 Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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).

52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

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

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (DEVIATION MAY 2026) (31 U.S.C. 6101 note).

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (DEVIATION MAY 2026) (41 U.S.C. 2313).

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

52.212-4 Terms and Conditions - Commercial Products and Commercial Services. (DEVIATION MAR 2026)

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (DEVIATION JAN 2026) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

52.219-6 Notice of Total Small Business Set-Aside (DEVIATION JAN 2026) (15 U.S.C. 644).

52.219-8 Utilization of Small Business Concerns (DEVIATION JAN 2026) (15 U.S.C. 637(d)(2) and (3)).

52.219-9 Small Business Subcontracting Plan (DEVIATION FEB 2026) (15 U.S.C. 637(d)(4)).

52.219-14 Limitations on Subcontracting (DEVIATION JAN 2026) (15 U.S.C. 657s).

52.219-16 Liquidated Damages- Subcontracting Plan (DEVIATION JAN 2026) (15 U.S.C. 637(d)(4)(F)(i)).

52.219-33 Nonmanufacturer Rule (DEVIATION JAN 2026) (15 U.S.C. 637(a)(17)).

52.222-3 Convict Labor (JUN 2003) (E.O. 11755).

52.222-19 Child Labor-Cooperation with Authorities and Remedies (DEVIATION MAY 2026) (E.O. 13126).

52.222-35 Equal Opportunity for Veterans (DEVIATION MAY 2026) (38 U.S.C. 4212).

52.222-36 Equal Opportunity for Workers with Disabilities (DEVIATION MAY 2026) (29 U.S.C. 793).

52.222-37 Employment Reports on Veterans (DEVIATION MAY 2026) (38 U.S.C. 4212).

52.222-50 Combating Trafficking in Persons (DEVIATION MAY 2026) (22 U.S.C. chapter 78 and E.O. 13627).

52.222-54 Employment Eligibility Verification (DEVIATION MAY 2026) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

52.223-23 Sustainable Products (DEVIATION MAY 2026) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552a).

52.225-1 Buy American- Supplies (OCT 2022)) (41 U.S.C. chapter 83).

52.225-3 Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

52.225-5 Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C.4505, 10 U.S.C. 3805).

52.232-30 Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

52.232-33 Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

52.232-34 Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

52.232-36 Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

52.233-3 Protest After Award (AUG 1996) (31 U.S.C. 3553).

52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

52.240-91 Security Prohibitions and Exclusions (DEVIATION MAR 2026)

F – Solicitation Provisions

52.212-2 Evaluation - Commercial Products and Commercial Services. (DEVIATION MAR 2026)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- Technical experience, capacity, and expertise to perform the required tasks within the period of performance and to meet all goals and objectives on schedule. Demonstrated experience with Delivered Bulk Fuel, **specifically within the size, location, and proximity of the current requirement.**

- Technical approach to performing the required tasks as described in the statement of work addendum within the period of performance. The proposal shall include a narrative explaining how the work will be carried out in terms of the techniques, procedures, and schedule.

- Management Plan: Key Personnel shall be addressed and identified in proposals to be considered responsive. If use of a Subcontractor is part of your response to the solicitation, they should be identified in the response to the solicitation.

- Past performance. The proposal shall include three examples of successful, timely completion of similar work. The examples may come from federal, state, or local government. A Past Performance Questionnaire is attached to this solicitation. The following information shall be included:
    - Name of the job (to include address)
    - Project Prime's name
    - Issuing agency or company
    - Contract/Identification number
    - Start and completion dates
    - Brief description of the scope of work
    - How the work is substantially similar to the proposed project
    - No less than two (2) valid references that includes: Agency name, Point of Contact, Phone Number, Email Address

- Technical Capabilities & Past Performance when combined is **significantly more than price**.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) 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 or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

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

(End of provision)

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2024)

52.204-7 System for Award Management (DEVIATION MAR 2026)

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (DEVIATION MAR 2026)

52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (FEB 2021)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEVIATION MAR 2026)