SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER	PAGE 1 OF
0044037344	70

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			140P4226R0020	07/29/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Deborah Coles	5406770325	09/02/2026 1200 ED

9. ISSUED BY CODE PNC

DOI, NPS, NERO & NER SOUTH MABO
National Park Service
Northeast Regional Contracting
South/Philadelphia MABO
1234 Market Street, 20th Floor
Philadelphia PA 19107

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): 221310

SIZE STANDARD: $41

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	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
☒ SEE SCHEDULE		☐		☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☒ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE 0011282840

See Schedule

16. ADMINISTERED BY CODE PNC

See Schedule

17a. CONTRACTOR/ OFFEROR CODE ____ FACILITY CODE ____

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE ____

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

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: DOI, NPS, NERO & NER SOUTH MABO National Park Service Northeast Regional Contracting South/Philadelphia MABO 1234 Market Street, 20th Floor 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)*	31c. DATE SIGNED
		Deborah Coles	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Philadelphia PA 19107 US DELIVER TO: NPS, Flight 93 NM 892 Skyline Rd Stoystown PA 15563 US Request for firm fixed price proposal for potable and wastewater treatment plant operations at Flight 93 National Memorial in Stoystown, Pennsylvania as described in the attached Statement of Work. Questions must be sent to the Contracting Officer at Deborah_Coles@ios.doi.gov by 12:00PM Eastern Time on August 24, 2026. Proposals must be sent to the Contracting Officer at Deborah_Coles@ios.doi.gov by 12:00PM Eastern Time on September 2, 2026 with "140P4226R0020 FLNI Water Operations" in the subject line. Contractor must have an active SAM registration at the time of award. www.SAM.gov Please contact Brad Thomas, Brad_Thomas@nps.gov, 724-610-7484 if you are interested in a site visit. Period of Performance: 09/20/2026 to 09/19/2031 Continued...				

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

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	Wastewater Operator Product/Service Code: H345 Product/Service Description: INSPECTION-PLUMBING, HEATING, AND WASTE DISPOSAL EQUIPMENT Delivery: 09/19/2027 Period of Performance: 09/20/2026 to 09/19/2027				
00020	Potable Water Operator Product/Service Code: H345 Product/Service Description: INSPECTION-PLUMBING, HEATING, AND WASTE DISPOSAL EQUIPMENT Delivery: 09/19/2027 Period of Performance: 09/20/2026 to 09/19/2027				
00030	Wastewater Operator - Option Period One (Option Line Item) Anticipated Exercise Date 09/20/2027 Product/Service Code: H345 Product/Service Description: INSPECTION-PLUMBING, HEATING, AND WASTE DISPOSAL EQUIPMENT Period of Performance: 09/20/2027 to 09/19/2028				
00040	Potable Water Operator - Option Period One (Option Line Item) Anticipated Exercise Date 09/20/2027 Product/Service Code: H345 Product/Service Description: INSPECTION-PLUMBING, HEATING, AND WASTE DISPOSAL EQUIPMENT Period of Performance: 09/20/2027 to 09/19/2028				
00050	Wastewater Operator - Option Period Two (Option Line Item) Anticipated Exercise Date 09/20/2028 Product/Service Code: H345 Product/Service Description: INSPECTION-PLUMBING, HEATING, AND WASTE DISPOSAL EQUIPMENT Period of Performance: 09/20/2028 to Continued...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	09/19/2029				
00060	Potable Water Operator - Option Period Two (Option Line Item) Anticipated Exercise Date 09/20/2028 Product/Service Code: H345 Product/Service Description: INSPECTION-PLUMBING, HEATING, AND WASTE DISPOSAL EQUIPMENT Period of Performance: 09/20/2028 to 09/19/2029				
00070	Wastewater Operator - Option Period Three (Option Line Item) Anticipated Exercise Date 09/20/2029 Product/Service Code: H345 Product/Service Description: INSPECTION-PLUMBING, HEATING, AND WASTE DISPOSAL EQUIPMENT Period of Performance: 09/20/2029 to 09/19/2030				
00080	Potable Water Operator - Option Period Three (Option Line Item) Anticipated Exercise Date 09/20/2029 Product/Service Code: H345 Product/Service Description: INSPECTION-PLUMBING, HEATING, AND WASTE DISPOSAL EQUIPMENT Period of Performance: 09/20/2029 to 09/19/2030				
00090	Wastewater Operator - Option Period Four (Option Line Item) Anticipated Exercise Date 09/20/2030 Product/Service Code: H345 Product/Service Description: INSPECTION-PLUMBING, HEATING, AND WASTE DISPOSAL EQUIPMENT Period of Performance: 09/20/2030 to 09/19/2031				
00100	Potable Water Operator - Option Period Four (Option Line Item) Anticipated Exercise Date 09/20/2030 Product/Service Code: H345 Product/Service Description: INSPECTION-PLUMBING, HEATING, AND WASTE DISPOSAL				

Continued...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	EQUIPMENT Period of Performance: 09/20/2030 to 09/19/2031				

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SECTION B - SCHEDULE OF SERVICES

19. ITEM NO.	20. SCHEDULE OF SERVICES	21. QTY	22. UNIT OF MEASURE	23. UNIT PRICE	24. TOTAL
Base Items					
00010	Base Period – Provide Wastewater Treatment Plant Operation Services	1	Each	**$**	**$**
00020	Base Period – Provide Potable Water Treatment Plant Operation Services	1	Each	**$**	**$**
			Base Total		**$**
Optional Item					
00030	Optional Period One (1) - Provide Wastewater Treatment Plant Operation Services (Subject to the Availability of Funding)	1	Each	**$**	**$**
00040	Optional Period One (1) - Provide Potable Water Treatment Plant Operation Services (Subject to the Availability of Funding)	1	Each	**$**	**$**
00050	Optional Period Two (2) – Provide Wastewater Treatment Plant Operation Services (Subject to the Availability of Funding)	1	Each	**$**	**$**
00060	Optional Period Two (2) - Provide Potable Water Treatment Plant Operation Services (Subject to the Availability of Funding)	1	Each	**$**	**$**
00070	Optional Period Three (3) – Provide Wastewater Treatment Plant Operation Services (Subject to the Availability of Funding)	1	Each	**$**	**$**
00080	Optional Period Three (3) - Provide Potable Water Treatment Plant Operation Services (Subject to the Availability of Funding)	1	Each	**$**	**$**
00090	Optional Period Four (4) - Provide Wastewater Treatment Plant Operation Services (Subject to the Availability of Funding)	1	Each	**$**	**$**

00100	Optional Period Four (4) - Provide Potable Water Treatment Plant Operation Services (Subject to the Availability of Funding)	1	Each	**$**	**$**
			Optional Item Total		**$**
			Base and Optional Item Total		**$**

NOTE: This acquisition utilizes Revolutionary FAR Updates (RFO) FAR 12 Acquisition of Commercial Products and Commercial Services – Specifically RFO FAR 12.201-1 – Simplified Procedures.

The contract includes the FAR Clause 52.217-8 – Option to Extend Services for up to six (6) months. If the Government elects to exercise FAR 52.217-8 – Option to Extend Services after the base period, the contractor is hereby notified that the Government will require continued performance of any services within the limits and at the unit prices specified in the Schedule of Services above, unless any of the unit prices require adjustment per revisions to the prevailing labor rates provided by the Secretary of Labor. The prices under this clause are hereby considered to be evaluated at the time of award of the base contract.

SECTION C – Description/Specification/Requirements

Flight 93 National Memorial (FLNI) – Potable and Wastewater Treatment Plant Operations

C.0 NATIONAL PARK SERVICE

The National Park Service (NPS) is a bureau of the U.S. Department of the Interior (DOI) that has been entrusted with the care of our national parks since 1916. The National Park System currently has 433 units (often referred to as parks), covering more than 85 million acres in all 50 states, the District of Columbia, and US territories.

The NPS also has more than 150 related areas that are linked in importance and purpose to places managed directly by the National Park Service by preserving important segments of the nation's natural and cultural heritage. They are designated by acts of Congress or by the Secretary of the Interior (affiliated areas). The majority of related areas are not units of the National Park Service and are managed by other government agencies or non-government organizations and landowners. The National Park Service is involved in related areas by directly managing the entire or sections of a related area, or by providing technical or financial assistance.

The NPS preserves unimpaired natural and cultural resources, and values of the National Park System for the enjoyment, education, and inspiration of this and future generations. The NPS cooperates with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world.

The NPS – Business Service Contracting Division (BSCD) – Contracting Operations – Northeast Region – Philadephia MABO. The NPS – BSCD-Northeast issues contracts through the Federal Acquisition Regulation's (FAR) for supplies, services, construction, A&E for Northeast Regional Parks only.

C.1 FLIGHT 92 NATIONAL MEMORIAL (FLNI

On Tuesday morning, September 11, 2001, the U.S. came under attack when four commercial airliners were hijacked and used to strike targets on the ground. Nearly 3,000 people tragically lost their lives. Because of the actions of the 40 passengers and crew aboard one of the planes, Flight 93, the attack on the U.S. Capitol was thwarted.

The flight data recorder that was recovered from the crash site revealed that the terrorists had reprogrammed the aircraft's autopilot system for a new destination - Washington, D.C. Recovered evidence and responses to interrogations revealed that the terrorists' intended target was most likely the United States Capitol Building, where the nation's legislators were in session. Flight 93 crashed only 20 minutes flying-time from Washington, D.C. Because of the quick and determined actions of the passengers and crew, Flight 93 was the only one of the four hijacked aircraft that failed to reach the terrorists' intended target that day. The passengers and crew showed unity, courage, and defiance in the face of adversity. Today the National Park Service, volunteers, and partners work to honor their actions, and understand fully the legacy of Flight 93 and the events of September 11, 2001.

For more information, please visit FLNI's website at: Flight 93 National Memorial (U.S. National Park Service)

C.2 BACKGROUND

The National Park Service at Flight 93 National Memorial (FLNI) has a requirement for a contractor to provide potable and wastewater treatment plant operations.

C.3 SUMMARY OF WORK

The Contractor shall provide personnel, supervision, transportation, operation, testing, training, monitoring and reporting, and other items or services (except as stated herein) necessary to perform wastewater & potable water treatment plant services to maintain a safe, clean and healthy environment for all the Memorial visitors, staff, volunteers and members of the general public. To accomplish these goals, it is essential that the properties and facilities of the Flight 93 National Memorial specified herein have qualified wastewater & potable water treatment plant services as required.

C.4 OBJECTIVES/TASKS

1. Routine operations and maintenance services, daily operations testing; submitting samples for laboratory analysis; preparation of monthly operations reports in accordance with the National Pollutant Discharge Elimination System (NPDES) permit No. PA0255009 and the Potable water permit No. PWSID: 4560361 for NPS signatures.

2. Provide training and guidance to designated NPS staff limited to: recognizing and reporting abnormal plant conditions; routine visual monitoring, reading of instrumentation, and assisting with sample collection under the certified operator's direction; emergency shutdown and life-safety procedures; interim protective actions (e.g., restroom closure, area access restriction); and assembly of a comprehensive Safety Data Sheet (SDS) binder for all contractor- and NPS-provided chemicals. NPS staff shall not make process control decisions as defined in 25 Pa. Code Chapter 302, and the Contractor's certified operator shall remain the operator in responsible charge, retaining responsibility for all process control decisions, for permit compliance, and for the validity of compliance monitoring data, including where NPS staff assist with monitoring or sampling.

3. The Contractor shall be on-site each service day for the time necessary to complete all required routine operations, maintenance, and daily testing, and the Contractor's certified operator shall at all other times serve as the available operator (on-site or reachable to make process control decisions in a timely manner) as defined in 25 Pa. Code § 302.101. Emergency response is governed by Section C.6, and coverage during operator absences by Section C.10 and 7.2(d). The Government is not responsible for plant operation or process control decisions at any time during the term of this contract.

4. The contractor shall prepare for the NPS signature and submission, the monthly reports on facility operation in accordance with the NPDES permit PA0255009 and PWSID: 4560361 permit no later than the 5th of each month.

5. Daily inspections, operational maintenance and monitoring to comply with the provisions of the NPDES permit PA025500 and permit PWSID: 4560361, PADEP requirements, and the manufacturer's recommendations found in the equipment operations and maintenance manuals.

6. Prepare the Discharge Monitoring Report for NPS signature and submission as stated in the respective NPDES permit No. PA0255009 and prepare the monthly water samples and submission as stated in the respective permit PWSID: 4560361. The Contractor shall notify the COR by telephone immediately, and in writing (email) within two (2) hours, upon receiving or determining any noncompliant effluent test result or any condition that is causing or may cause a permit violation. For any total coliform result, the Contractor shall so notify both the COR and the FLNI Work Maintenance Supervisor on the same immediate basis. "Immediately" means without delay upon receipt or determination of the result and shall not be contingent on prior COR approval. Upon any such result or condition, the Contractor's certified operator shall promptly inspect the affected facilities and processes, determine the probable cause, take any corrective operational measures within the normal scope of this contract to restore compliance, and report findings to the COR within twenty-four (24) hours, stating whether the corrective action is (a) within normal contract operations; (b) outside the contract scope but within the Contractor's capability, with a proposed approach and rough order-of-magnitude cost; or (c) beyond the Contractor's scope and capability such that a separate corrective project is warranted. The Contractor shall also recommend any interim protective measures the Government may take (e.g., restroom closure, area access restriction). The Contractor shall copy or notify the COR on all communications with regulatory agencies; nothing in this paragraph relieves the Contractor or its certified operator of any independent mandatory reporting obligation under the permit or applicable law, and the Contractor shall not delay any such mandatory report pending COR notification.

7. Provide necessary laboratory analysis monthly to comply with NPDES testing requirements and perform and provide guidance in the performance by NPS staff of daily operating test as required as well as compliance with PA DEP Potable water testing requirements.

8. Provide routine operations and maintenance services, daily operations testing, submitting samples for laboratory analysis and preparation of monthly operations reports to NPS Work Maintenance Supervisor. One maintenance staff member will be assigned to a communicate needs of the contracting operator and two (2) NPS maintenance staff members will be assigned to a shadow detail throughout the term of the contract receive instruction and guidance on the above tasks.

9. The service requirements and performance objectives relate directly to the essential items as identified in the SOW, the National Pollutant Discharge Elimination System (NPDES) permit No. PA0255009 and the PWSID: 4560361 issued by the Pennsylvania Department of Environmental Protection (PADEP), and the Contractor's Quality Control Plan (QCP) providing for the highest level of service delivery performance critical to operation success. The contractor shall use the SOW, NPDES permit No. PA0255009, DEP permit No. PWSID: 4560361, as well as the approved QCP to accomplish the functions/tasks generated for this effort.

C.5 OTHER INCIDENTAL WORK

Furnishing of Supplies, Material and Chemicals by the Contractor, and Accessibility to Government- Furnished Equipment.

1. The NPS shall furnish all necessary supplies and consumable materials necessary for the operation of the Wastewater and Potable Water plants, including chlorine and de-chlorination tablets and AQUA MAG Sequestrant agent. The Contractor shall provide a minimum of 45 days regarding quantities and types of these supplies needed.

2. The Contractor shall furnish all the necessary chemicals to conduct the required testing at the wastewater treatment plant (to include, but not limited to: Buffer Reagent for PH, 4.00, 7.00, and 10.0. Total Chlorine Reagent, Total Alkalinity Reagent) and to conduct the required testing for Potable Water (to include but not limited to: Chlorimator- or a daily Chlorine test kit. Chlorine levels monitored and held to a 1.0-1.75. Contractor shall always keep to the Potable Water standard and always stay within compliance of a .04-4.0.

3. Before commencing work, the contractor shall submit to the COR for approval, a list providing the name of the manufacturer and brand name of all chemicals to be used in accomplishment of the work and an SDS for each.

4. The Contractor shall provide testing equipment necessary for the performance of the contract (to include, but not limited to: PH Meter, DO Meter, Alkalinity test it, and Chlorine test kit.

5. The Government is responsible for all the mechanical and electrical equipment required to operate the Wastewater and Potable water treatment plant.

6. Except for those items specifically stated as Government–furnished property, the contractor shall furnish any other items and service necessary to provide and accomplish the required performance of this contract.

7. The Government will provide a designated area for the storage of the contractors' supplies, materials and chemicals. The contractor shall be responsible for the maintaining of this area, to be kept clean and in an organized manner.

8. The contractor shall identify and make recommendations to the COR of all facilities or equipment requiring repairs that are the responsibility of the Government so that a work order may be placed to complete the work in timely manner so as not to negatively impact facility effectiveness.

9. The Contractor shall actively participate in NPS energy conservation activities. The contractor shall comply with and enforce all local NPS policies and directives regarding energy management. Contract employees shall be instructed in utilities conservation practices and shall be required to operate under conditions that prevent waste or misuse of Government-owned utilities.

C.6 PLACE OF PERFORMANCE AND HOURS OF OPERATION

Flight 93 National Memorial
892 Skyline Road
Stoystown, PA 15562

Hours of Operation: Services shall be provided daily from Sunday through Saturday, unless specifically stated otherwise by the CO. Site access is available 24 hours a day / 7 days a week. The contractor shall remain on-site for a sufficient amount of time to meet the requirements of routine operations, notify the NPS staff regarding maintenance, and daily testing services.

Service Call / Emergency Response Time: Contractor shall be available to respond to emergency situations 24 hours per day, 7 days per week. Response time to an emergency will require the contractor to be on-site within two (2) hours of notification.

Period of Performance: The contract will be for a total of five (5) years consisting of a 12-month base period and four (4) 12-month option periods. The option periods are subject to the availability of funds and will be exercised at the discretion of the National Park Service. The estimated period of performance dates are:

Base Period: September 20, 2026 – September 19, 2027
Option Period One: September 20, 2027 – September 19, 2028
Option Period Two: September 20, 2028 – September 19, 2029
Option Period Three: September 20, 2029 – September 19, 2030
Option Period four: September 20, 2030 – September 19, 2031

C.7 SCHEDULING AND COORDINATION

The COR will be responsible for acting on behalf of the Contracting Officer (CO) on all matters of work within the scope of the contract. Approval of all work beyond the scope of the contract is reserved for the CO. The contractor is responsible for notifying the COR in writing all work that is beyond the scope of the contract.

C.8 SPECIFIC LOCATION REQUIREMENTS

1. This procurement consists of locations within the boundaries of the Flight 93 National Memorial regarding the operation of a Potable water plant. The FLNI Potable Water Plant System consists of a 2 gallon a minute producing well which pumps into a small building, (Well House/Potable Water Building) The raw water starts to be converted to potable water in this building by first injecting AQUA MAG into the raw water line which flows through a static mixer and about 10 ft of waterline to a chlorine injection pump. Also, in this building an AQUA Scout Panel controls and monitors the well and level of a holding tank at a higher location. When the well pump turns on it pumps through the Well house /Potable water building to the higher elevation into a 5,000 gallon underground holding tank. The Holding tank services the detention time needed for chlorine contact and gravity feeds the FLNI Learning Center and Visitor center. The water comes into the Learning Center in a 2-inch line at 25-31 psi and then is boosted by a pump to a pressure of 45-50 lbs. After the booster pump the water line is plumbed into a dirt media filter that back washes daily. All finished and water samples are taken beyond this point.

2. This procurement consists of locations within the boundaries of the Flight 93 National Memorial regarding the operation of a Class D, Sub-class 1 wastewater treatment plant; including a 5000 gallon per day Extended Aeration Treatment Plant (package plant), that is comprised of four Jet 1250 1500 Series Bat Media Plants. The associated plant equipment includes a 5,000 gal. septic tank, three 5,000 gal. equalization tanks, dosing tank and pumps, as well as 2" effluent pressure line which extends to the point of discharge.

3. The government is responsible for the environmentally acceptable removal and disposal of the sludge generated through the sewage treatment process.

C.9 GENERAL CONTRACTOR RESPONSIBLITIES

Monitoring and Analytical Services

The contractor shall perform, and provide instruction and guidance to NPS staff for, specific monitoring and analytical services, and be responsible for the completion of the Discharge Monitoring Report, as well as any other reports required by permit with the Pennsylvania Department of Environmental Protection. Specific monitoring and analytical requirements are as follows:

	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) 11'		Concentrations (mg/L)				Minimum {2) Measurement Frequency	Required Sample Type
Parameter	Average Monthly		Minimum	Average Monthly	Daily Maximum	Instant. Maximum		
Flow (MGD)	Report	XXX	XXX	XXX	XXX	XXX	2/month	Measured
pH (S.U.)	XXX	XXX	6.0	XXX	XXX	9.0	1/day	Grab

Dissolved Oxygen	XXX	XXX	4.0	XXX	XXX	XXX	1/day	Grab
Total Residual Chlorine	XXX	XXX	XXX	0.5	XXX	1.6	1/day	Grab
CBOD5	XXX	XXX	XXX	25	XXX	50	2/month	Grab
Total Suspended Solids	XXX	XXX	XXX	30	XXX	60	2/month	Grab
Fecal Coliform (CFU/100 ml) May 1- Sep 30	XXX	XXX	XXX	200 Geo Mean	XXX	1,000	2/month	Grab
Fecal Coliform (CFU/100 ml) Oct 1 -Apr 30	XXX	XXX	XXX	2,000 Geo Mean	XXX	10,000	2/month	Grab
Total Nitrogen	XXX	XXX	XXX	XXX	Report	XXX	1/year	Grab

Effluent Limitations							Monitoring Requirements	
Parameter	Mass Units (lbs/day)		Concentrations (mg/L)				Minimum Measurement Frequency	Required Sample Type
	Average Monthly		Minimum	Average Monthly	Daily Maximum	Instant Maximum		
Ammonia-Nitrogen May 1 -Oct 31	XXX	XXX	XXX	25	XXX	50	2/month	Grab
Ammonia-Nitrogen Nov 1 -Apr 30	XXX	XXX	XXX	Report	XXX	Report	2/month	Grab
Total Phosphorus	XXX	XXX	XXX	XXX	Report	XXX	1/year	Grab
Total Aluminum	XXX	XXX	XXX	XXX	Report	XXX	1/year	Grab
Total Iron	XXX	XXX	XXX	XXX	Report	XXX	1/year	Grab
Total Manganese	XXX	XXX	XXX	XXX	Report	XXX	1/year	Grab

C.10 CONTRACTOR/EMPLOYEE QUALIFICATIONS

1. General: The contractor shall manage the total work effort associated with the services required to assure fully adequate and timely completion of these services. Such management includes, but is not limited to, planning, scheduling, report preparation, establishing and maintaining records and quality control. The contractor shall provide staff with the necessary management expertise to assure the performance of the required work; and trained and experienced personnel who meet established standards to effectively perform the services required and who exhibit capability to perform with minimum supervision. The contractor shall submit copies of the employee's licenses proposed to operate the plant in accordance with the Pennsylvania Department of Environmental Protection. Removal or dismissal of employees, who are not fully able to perform the normally assigned duties or violate any security or health requirement, does not relieve the contractor

of the requirement to provide sufficient personnel to adequately perform services required. The contractor shall provide contingencies for employees who are absent during their regular work hours; and shall have in place a suitable replacement for the absentee employee within two hours of initial notification by the COR.

2. Personnel Requirements:

   a. On-site Wastewater and Potable Water Treatment Plant Operator(s). The contractor's onsite personnel must have a minimum of a Class D License and a Sub-class 1 (Activated Sludge) License assigned by the Pennsylvania Department of Environmental Protection (PADEP) and a Potable Water License issued in PA assigned by the Pennsylvania Department of Environmental Protection (PADEP).

   b. The contractor shall provide copies of employee's licenses proposed to operate the plant. These persons must be approved by the state prior to any service performance under this contract. If the Contractor intends to use an operator certified in another state, Pennsylvania certification through reciprocity (25 Pa. Code § 302.304) shall be obtained and in effect before the operational start date; the Contractor is responsible for allowing sufficient lead time for State Board processing, which occurs on a scheduled board-meeting cycle.

   c. The contractor's Project Manager shall have an intimate knowledge of the wastewater and potable water treatment duties and shall be able to both properly train and direct personnel. At the time of hiring, all personnel for these tasks shall comply with all rules, regulations and laws, both federal and state (Commonwealth of Pennsylvania) applicable.

   d. The Contractor shall designate in writing and provide licenses for On-site Operator(s) to include any alternates or replacement, with the authorization to act on behalf of the Contractor to be available at all times for contract work is in progress.

   e. The Project Manager shall be the central point of contact with the Government for performance of all work required: Shall stay apprised of facilities conditions to ensure conformity with the SOW, the approved Contractors Quality Control Plan, permit **PWSID: 4560361,** NPDES permit **No. PA0255009**: and, shall be fully capable of supervising all other contractor employees and be responsible for ensuring the completion of all work assignments and required services as specified and/or directed under the terms of the contract.

   f. In addition, the contractor's project manager shall conduct overall management coordination; shall have the authority to act for the Contractor on a day to day basis to accept and sign notices regarding deficiencies, inspection reports and other routine correspondence from the Contracting Officer or his representative; and, shall be available to meet with the COR and/or other Government personnel to discuss problem areas. The Project Manager's authority under this paragraph is limited to contract administration and correspondence and does not extend to process control decisions or to certifying regulatory submissions, which remain the responsibility of the certified operator and/or the permittee's authorized signatory under 40 CFR 122.22. The Contractor's representative shall be available to discuss contract matters with the COR, during the hours of 7:00 a.m. to 4:30 p.m., Monday through Friday. This can be accomplished in person, or by telephone, depending on the circumstances.

   g. The Contractor shall comply with all applicable federal, state, local and municipal laws, regulations and requirements; all industry standards/references; and all Government and NPS Regulations. The contractor shall instruct and guide its employees regarding any directives provided by the NPS.

   h. The Contractor shall utilize safe products and equipment and qualified personnel to ensure the health and safety of all are following Environmental Protection Agency (EPA) and Occupational Safety Hazard Administration (OSHA) regulations. The Contractor shall obtain and submit all necessary licenses and permits required for the execution of the services; and shall maintain such licensing through the term of the contract.

   i. Conduct of Personnel: The contractor shall require their employees to comply with the instructions pertaining to conduct, safety and health regulations forming a part of this contract. Contractor personnel shall not smoke or consume food or drink while performing work on this contract. During breaks, eating or smoking is permitted in designated areas only. Each contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the NPS, and the Federal Government. The Government reserves the right to direct the contractor to remove an employee from the work site for failure to comply with the standards of conduct. To maintain continuity of services, the contractor shall initiate immediate action to replace such an employee, at no additional cost to the Government.

j. The Contractor shall provide adequately trained and instructed employees and recurring training for all contractor personnel in the areas of safety, security, environmental, health, and in fire prevention in accordance with established Federal, State, and Local requirements, to include applicable NPS regulations (available upon request). The Contractor shall ensure that all employees have been properly trained, certified, and licensed to perform wastewater and potable water treatment operations required by this SOW**.** The Contractor shall maintain records of all training, qualifications and certifications and ensure they are available for Government review upon request.

k. The contractor or qualified representative on site must be able to read, write, speak, and understand the English language. They must be able to fulfill, completely and clearly, the reporting requirements of the contract.

C.11 SAFETY

1. The Contractor shall be responsible for the safe conduct of all operations, shall adhere to applicable OSHA standards (29 CFR 1910.266), and be subject to inspection by NPS Safety Officer.

2. During the execution of this contract, the Contractor must conform to the rules and regulations, as amended and as set forth by:

- 29 CFR 1910 – OSHA General Industry Regulations & Standards.
- National Park Service Occupational Safety and Health Program – Reference Manual 50B - Reference Manual 50B: NPS Occupational Safety and Health Program
- Most Recent Superintendents Compendiums as amended:
  - FLNI- Superintendent's Compendium - Flight 93 National Memorial (U.S. National Park Service)
- All Contractor or employee conduct is subject to park rules and regulations concerning: littering, wildlife harassment, collecting, resource damage and other topics as specified for the NPS in the Code of Federal Regulations title 36 (eCFR :: 36 CFR Part 2 -- Resource Protection, Public Use and Recreation).
- All operations under this contract shall be conducted in accordance with ANSI Z133.1-2006 Tree Care Safety Standards, and all federal OSHA, state and local safety requirements. Where OSHA regulations and ANSI standards conflict, OSHA regulations will take precedence.
- Work area shall always be maintained in a clean and safe condition.
- All personnel providing service on-site shall have pictured identification and uniform displaying the name of the company (if appliable).
- All on-site vehicles will also be marked with the company name (if applicable).
- Smoking of any kind will not be permitted on premises. The COR/POC may authorize the use of a designated smoking if requested.
- Contract employees shall not possess, distribute, consume, use or cause to be used any controlled substance or alcohol on the job site on Government property. Any employee using a controlled substance prescribed by a physician shall get written permission from the Contracting Officer to continue performance of assigned duties for this contract. Any contractor or contractor employee found to be in violation of this section will be permanently prohibited from the NPS property. Actions taken under this section shall not relieve the contractor of the requirement to provide sufficient personnel to perform adequate and timely service as required in this contract.

3. Contractor and operators shall follow all OSHA regulations which apply to the work activities. OSHA Regulations for tree removal operations can be found at http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9862

4. The contractor shall maintain the ability to contact 911 or FLNI within 15 minutes in case of an emergency.

5. The Contractor shall ensure that any Contractor employee shall be in good health and free of any communicable disease prior to commencing work at this facility. The Contractor shall maintain and follow an exposure control plan for bloodborne pathogens in accordance with OSHA standard 29 CFR 1910.1030. Any necessary medical certificates, exams and treatments are at the expense of the Contractor.

C.12 PERSONAL PROTECTIVE EQUIPMENT (PPE)

1. The Contractor shall furnish personal protective equipment (PPE) to crew members respective of the type of work being completed.

2. The contractor shall train workers in the safe operation and use of equipment that they will be using to accomplish the work under this contract. Occupation Safety & Health Administration (OSHA) standards PPE shall be followed; information can be found at OSHA PPE Standards.

3. PPE, including personal protective equipment for eyes, face, head, and extremities shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered in a manner capable of causing injury or impairment in the function of any part of the body.

4. Defective or damaged PPE shall not be used and shall be either repaired or replaced.

C.13 SAFETY PLAN

The Contractor shall provide a copy of their safety plan at the pre-work meeting. The Safety Plan shall be available to all employees and subcontractors working on the contract and subsequent task orders. The Safety Plan should cover at a minimum:

1. Name or responsible party to ensure program compliance.
2. Safety briefings covering the area working in, equipment being used, and any special considerations for the work under the contract.
3. Personal Protective Equipment required for the work under the contract.
4. Appropriate OSHA requirements for the type of work under the contract.
5. Weather considerations for the time of year of the contract.
6. Communication issues and locations of the nearest medical facilities to the job site.
7. Emergency numbers to contact if an accident happens.
8. Outline of the methods proposed to ensure property protection and safety of the public, National Park Service personnel, and Contractor's employees.

C.14 ACCIDENT REPORTING

1. Accident Reporting: Reportable Accidents: A reportable accident is defined as death, occupational disease, traumatic injury to employees or the public, property damage by accident in excess of $100, and fires. Within 7 days of a reportable accident, send a report of the accident to the Contracting Officer.

2. All Other Accidents: The Contractor shall report all other accidents to the Contracting Officer as soon as possible and assist the Contracting Officer and other officials as required in the investigation of the accident.

3. The COR will provide the numbers for the rescue services to the contractor upon award.

C.15 FIRE PREVENTION AND PROTECTION

- Any accidental fire starts shall be reported immediately to COR and/or FLNI Fire Management Fire Management. Should the fire exceed the size of a campfire and threaten workers safety, the contractor should depart the area and call 911 or FLNI Fire Management Fire Management immediately.
- Hazard Control: Take all necessary precautions to prevent fire during construction. Keep flammable substances or materials at a safe distance from use of volatile or noxious substances.
- Smoking is prohibited in the work areas in sites designated for the contractor's use. Designate a space away from the work area be used for smoking. Cigarette butts must be disposed of properly.

C.16 SECURITY

1. The contractor's employees shall have personal identification on their person at all times while working at this project. Employees working after normal working hours must check in with the on-duty NPS Law Enforcement Officer.

2. Any contractor-owned vehicle(s) used must meet established Pennsylvania Department of Transportation and NPS regulations (e.g. safety, insurance, etc.). All vehicles will be identified with the contractor's logo to facilitate easy

identification.

3. The contractor is responsible for safeguarding all Government property that they come in contact with during the performance of this contract. The contractor shall also be expressly responsible for safeguarding their property. At the close of each workday, facilities, equipment and supplies shall be secured.

4. The contractor shall be responsible for restoring any damaged property or equipment caused by the contractor. The restoration shall be to its original condition at no additional charge to the Government.

5. The Contractor, or any representative, and all contractor employees entering the Government reservation, shall abide by all security regulations of this installation which may be in effect during the contract period; and shall be subject to such checks as may be deemed necessary to insure that no violations occur. All contractor personnel shall follow any instructions given by the COR, and NPS Law Enforcement personnel in case of fire, hurricane or any other emergencies.

6. All Contractor personnel shall wear attire appropriate for the specific task. Clothing not to be worn tank tops, shorts, sandals, or other inappropriate clothing as determined by the Contracting Officer's Technical Representative (COR). The contractor shall ensure that each employee or representative of the Contractor shall present a clean and professional appearance.

C.17 DRONES/UNMANNED AERIAL VEHICLE (UAV) USAGE

The use of drones and/or UAVs are not authorized at any NPS location during performance of this contract.

C.18 PROHIBITION OF WEAPONS/FIREARMS

18 USC 930 is Federal law that supersedes Section 512 of Public Law 111-24 and prohibits the possession of a firearm or other dangerous weapon in a Federal facility. Federal facilities are buildings or parts thereof owned or leased by the Federal Government, where Federal employees are regularly present for the purpose of performing official duties. No weapon or firearms are authorized within FLNI at any time.

C.19 GENERAL COMMUNICATION REQUIREMENTS

- Contractor shall furnish a serviceable cellular telephone, radio, or other NPS-approved device while on- site to communicate with the National Park Service and to provide for the safety of the contract employees.

- If the Contractor's employees do not speak English, the Contractor's job site supervisor shall be fluent and conversant in both English and the language of their non-English speaking employees.

- The Contractor shall contact the COR/POC with project progress notifications prior to completion. The time frame for these progress notifications shall be coordinated in writing between COR/POC and Contractor, and maybe either daily, weekly, etc. As the Contractor near the completion of the specified work, a site visit will be scheduled with the COR/POC to determine if the work has been successfully completed.

C.20 PROJECT MEETINGS

Contractor Conference: At least 10 days before contract start date, the Contractor shall meet in conference with the Contracting Officer and COR to discuss and develop mutual understanding relative to scheduling and administration of work performed under this contract.

- Correspondence procedures
- Designation of responsible personnel
- Labor standards provisions
- Changes
- Payments to Contractor
- Subcontractors
- National Park Service regulations
- Accident prevention program (including name of responsible Supervisor)
- Accident reporting
- Documents required under the contract

- Park rules and regulations
- Park Access
- Working hours and days
- Safety program (compliance with the "Accident Prevention" clause of the General Provisions)
- Tentative work schedule.

C.21 RESOURCE DAMAGE

All conduct outside of the specified work is subject to park rules and regulations concerning littering, wildlife harassment, collecting, resource damage and other topics as specified for the NPS in the Code of Federal Regulations title 36, which can be found at http://www.gpoaccess.gov/ecfr/

C.22 IDENTIFICATION OF CONTRACTOR EMPLOYEES

All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor personnel not required to obtain and wear badges in the performance of this service.

In accordance with AP&P 1443.37-1 the following requirements will be applicable to any and all on-site contractor personnel:

a) Contractor personnel should not in any way represent themselves as government employees. Contractor personnel shall wear badges clearly identifying them as contractors when working outside of government office space. Badging should be visible at all times. In addition, contractor personnel shall dress in clothing appropriate to the office/environment in which they are working.
b) Government office space occupied by contractor personnel shall be clearly labeled with the individual's name and/or company affiliation.
c) Contractor personnel shall be clearly identified as "contractors" in printed material such as telephone directories, etc. They shall be listed separately on organization charts or any other document that shows direct lines of supervision.
d) Contractors shall provide proper identification when making phone calls or speaking to others during performance of their scope of services. This means they shall indicate to the other party that they are a contractor, rather than a government employee.
e) Contractor personnel shall complete all necessary computer and security training/documentation before receiving access to the NPS computer network.
f) Contractor personnel shall not receive "all-employee" e-mail or other communications intended for NPS employees, unless it relates directly to the work the contractor is doing for the NPS or involves health or safety issues, for example security alerts or severe weather conditions. They shall not have access to internal NPS web pages, unless it relates directly to the work the contract employee is doing for the NPS.
g) Contractor personnel may use NPS e-mail systems when it is required to perform the work the contractor is doing for the NPS. The e-mail addresses of the contractor must include a label that identifies their contractor status (e.g. John Doe contractor would have an e-mail address john_doe@contractor.nps.gov). In addition, contractor personnel shall indicate in their e-mail signature block that they are a contractor and the contractor for whom they work. Doing so clearly identifies this individual each time they send an e-mail message using the NPS system, and it identifies their status as a contractor employee in the e-mail directory.
h) Unless stipulated in the contract, contractor personnel shall not drive government vehicles.
i) Contractor personnel are not authorized to purchase property and supplies with government funds.
j) Generally, all Government-furnished property shall be set forth in the contract or agreement; however, when it is not, use of additional property must be approved, in advance, by the CO.
k) Contractor personnel shall not be invited to official NPS "social" events, functions, meetings, or orientation tours which are not specific to the contract. However, attendance of contractor personnel at staff meetings, which convey some benefit in the contractor personnel performing their contractual duties, is allowed at the discretion of the CO.
l) Contractor personnel must sign appropriate agreements to protect sensitive, privileged and confidential information.

C.23 THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION

1. Contracting Officer: The Contracting Officer (CO) has overall responsibility for the administration of this contract. The CO alone, without delegation, is authorized to amend, modify, or deviate from the contract. Other responsibilities may be delegated to authorized representatives.

2. Contracting Officer's Representative (COR): The COR will be designated in writing at the time of award to assist the CO in the day-to-day on-site administration of the contract requirements. The responsibilities of the COR include, but are not limited to;

   (A) Determining the compliance and adequacy of performance by the Contractor in accordance with the terms and conditions of this contract;
   (B) Requesting removal of unsuitable contractor employees;
   (C) Ensuring adequacy of schedule and Quality Control Plan, including changes;
   (D) Ordering re-performance of unacceptable work or performance by other mean, etc.

3. Point-of-Contact (POC): The POC will be used if an official certified COR cannot be designated at the time of award. The POC will not be designated in writing and will assist the CO in the day-to-day on-site administration of the contract requirements.

C.24 QUALITY CONTROL PLAN

In this contract the quality control program is the driver for product quality. The contractor is required to develop a comprehensive program of inspections and monitoring actions.

1. Contractor QC Plan (QCP): The Contractor shall develop and maintain a QC Plan delineating the contractor's QC program/inspection system to monitor and control their performance of services so that they meet the contract requirements. (see Paragraph 6.0). The QC Plan must be submitted to the Contracting Officer within ten days after contract award. The program/inspection system shall establish and explain in detail how the contractor shall sustain the quality of providing the services required. The QC Plan must assure that the requirements of the contract will be met. The COR will approve any changes to the QCP prior to the contractor implementing them. If the COR perceives such changes to be other than minor, approval by the Contracting Officer is necessary.

2. QC Program/Inspection System. The QC system shall encompass all functions of the contract. It must specify areas to be inspected on both a scheduled or unscheduled basis and list the title(s) of the individual(s) conducting the inspection. The contractor shall develop and implement quality control procedures addressing the areas identified in the SOW herein and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The QC program/Inspection System shall be designed to keep the Contractor's management and the NPS informed of all issues affecting quality to include timely and effective corrective actions. The QC records shall, in part, consist of checklists of inspections and shall indicate the nature, frequency and number of observations made, number and type of deficiencies found, and the nature of corrective action taken as appropriate. The Contractor shall ensure that QC includes timely and effective corrective action for all deficiencies identified by the Government.

3. Contents of the QC Program/Inspection System shall include, but are not limited to, the following:
   a. Introduction to the Quality Control System:
      1. Background and Rationale for the System
      2. Objectives in using Quality Control
      3. Successes with and updates for the System

   b. Wastewater & Potable Water Treatment Quality Control Process for the Various Tasks identified herein:
      1. Steps and Flow Diagram (includes a checklist used in inspecting contract performance during regularly scheduled/unscheduled inspections/testing; method of documenting and enforcing quality control operations)
      2. Inspection Procedure (to include checklists used by the contractor, identifying the items, frequency, conformance indicators and actions taken if nonconformance found
      covering all the service requirements of this contract.
      3. Means of Identifying and Resolving Problems
      4. Roles and responsibilities.

c. Specific Quality Control Functions:

1. Supervision of duties covering all the service requirements of this contract (to include staffing and schedules for all necessary assignments; submissions and completion reports; and availability of project manager/supervisor/shift-leader and any substitutes/alternates with the flexibility to realign staff for certain events; a training plan outlining names, topics, and completion dates; and, the name(s) of the individual(s) who will perform inspections, testing and monitoring
2. Compliance with Security, and Health and Sanitary requirements.
3. Contractor's Safety Plan
4. Accident Prevention
5. Contractor Identified Service Work procedures
6. Key Control Procedures (if applicable)

d. Contingencies
   1. Emergency Situations - procedures to be used; obtaining additional employees.

NOTE 1: The COR will approve any changes to the Quality Control Plan, to be submitted by the Contractor in accordance with Paragraph 6.0, prior to the Contractor implementing them. If the COR perceives such changes to be other than minor, approval by the Contracting Officer is necessary.

The Contractor/Contractor's representative, or alternate, may be required to meet at weekly with the COR during the first month of the contract. Meetings will be bi-weekly, thereafter. Time and place of the meetings will be mutually agreed upon between the NPS and the contractor. The meetings may be conducted as teleconferences when appropriate. The minutes of the meetings shall be prepared by COR. If the contractor does not concur with the minutes, they shall state, in writing, any areas of non-concurrence, and submit to the COR, within five calendar days of receipt of the signed minutes.

C.25 DELIVERABLES

The Contractor shall submit within ten (10) calendar days after contract award the following reports and other deliverables in accordance with the table below. The preferred method of delivery is email with any attachments generated in Microsoft Word/Excel or PDF files.

Deliverables	Frequency	No. of Copies and to whom	Date Required
Licenses and Certifications required by the state of Pennsylvania. (see section 7.2)	Updated As needed	Two - Contracting Officer/COR	Within ten (10) calendar days after contract award
Staff List, including identification information of the designated Project Manager with qualifications	As needed	Two - Contracting Officer/COR	Within ten (10) calendar days after contract award
Quality Control Plan (QCP) (to include staffing, assignments and training schedules)	Updates as needed	Three - Contracting Officer/COR	Within fifteen (15) days after contract award
Safety Plan, as part of Quality Control Plan (QCP)	Updates as needed	One-COR	Within ten (10) calendar days after contract award
Safety Data Sheet(s)	As Revised	One-COR	Within ten (10) Calendar days after contract award

C.26 INTERRUPTION OF WORK

ENVIRONMENTAL - The Contracting Officer, by issuance of a stop work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions or fire danger. The Contractor shall be given a resume work order, which shall document the date the stop work order ended. An allowance has been included in the contract time for short-term environmental delays up to one day at a time. The count of contract time shall therefore continue during stop work of one day or less, but the count of contract time shall stop during stop work orders in excess of one day at a time. All periods of stop work by the Government shall be documented. Actions taken under this paragraph shall be subject to Special Clause 1 – Stop Work.

C.27 ENVIRONMENTAL REGULATIONS

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;
- Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 ET SEQ);
- Clean Air Act as amended (42 U.S.C. Sec 7401 ET SEQ);
- Endangered Species Act, as amended (16 U.S.C. Sec 1531 ET SEQ);
- Toxic Substances Control Act, as amended (15 U.S.C. Sec 2601, ET SEQ);
- National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ);
- Solid Waste Disposal Act, as amended (42 U.S.C. 6901 ET SEQ);
- 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 subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

C.28 PRESERVATION OF HISTORICAL/ARCHEOLOGICAL/CULTURAL RESOURCES

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 terrain because of any Federal construction project.
2. The Contractor agrees that should any contractor employee, in the performance of this contract, discover evidence of possible scientific, prehistorical, historical, cultural, or archeological data the contractor must notify the CO and COR in writing within 24 hours of first discovery. The notification must indicate time of discovery, the nature of the findings and location.
3. Immediately stop work if paleontological, archaeological, or historical remains (including burials or skeletal material) are encountered, until work is permitted to resume by written order from the CO. the contractor must notify the CO and COR in writing within 24 hours of first discovery. The notification must indicate time of discovery, the nature of the findings and location. The CO and/or COR will notify the Regional Archaeologist, so the provisions of 36 CFR 800.7 (Resources Discovered During Construction) and other relevant laws are followed. Work in other areas may proceed as approved by the CO.
4. Where appropriate by reason of discovery, the CO 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.
5. The Contractor must insert this requirement in all subcontracts which involve the performance of work on the terrain of the site.

C.29 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.

C.30 HAZARDOUS MATERIAL IDENTIFICATION

Submit Safety Data Sheet (SDS)'s as required per 29 CFR 1910.1200 as amended. The contractor must provide one digital copy of each SDS for applicable hazardous chemicals used and/or provided in performance of any work under this contract.

C.31 GOVERNMENT FURNISHED PROPERTY/INFORMATION

The Government may provide Government furnished property and/or information after award, if not already included in solicitation or contract. Examples may include but are not limited to:

- Water treatment chemicals and other related supplies

C.32 LOSS OR DAMAGES

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

If due to fault, neglect, dishonesty of the contractor, his agency or employees, loss or damage to government property is incurred during the performance of this contract, the contractor shall be responsible for the same. The government, at its option, in lieu of repayment, may require the contractor to replace at his own expense, all property as directed by the Contracting Officer.

C.33 WORK BY THE GOVERNMENT

The Government reserves the right to undertake performance by Government forces or other Contractors, the same type of similar work as contracted for herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

C.34 OTHER CONTRACTS

The Government may undertake work with its own forces or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and Government employees and carefully fit its own work to such additional work as may be directed by the CO. The Contractor shall not commit or permit any act, which shall interfere with the performance of work by any other Contractor or by Government employees.

C.35 EXTENT OF OBLIGATION

The Government obligation for performance of this contract beyond the award price is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the amount that has been authorized through the issuance of a contract modification or change order by the CO.

C.36 POST AWARD CONFERENCE/PERIODIC PROGRESS MEETINGS

The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

C.37 BIOBASED AND SUSTAINABLE PRODUCTS

The Federal Acquisition Regulation; Executive Order (EO) 13514, "*Federal Leadership in Environmental, Energy and Economic Performance*," dated October 5, 2009; EO 13423, "*Strengthening Federal Environmental, Energy, and Transportation Management,*" dated January 24, 2007; and Presidential0 Memorandum, "*Driving Innovation and Creating Jobs in Rural America through Biobased and Sustainable Product Procurement*," dated February, 2012 to provide biobased products.

All supplies and materials shall be of a type and quantity that conform to applicable Federal specifications and standards, and to the extent feasible and reasonable; include the exclusive use of biobased and recycled products.

The following is a list of categories for biopreferred products that may be required in performance of this contract:

- Clothing- Utility Gloves – 25% Minimum Biobased Content
- Disinfectants – 25% Minimum Biobased Content
- Eyewear – 25% Minimum Biobased Content
- Laboratory Chemicals – 25% Minimum Biobased Content
- Paper Products – Nonwriting Paper – 25% Minimum Biobased Content
- Safety Equipment – 25% Minimum Biobased Content
- Shopping and Trash Bags – 22% Minimum Biobased Content
- Wastewater Systems Coatings – 47% Minimum Biobased Content
- Water and Wastewater Treatment Chemicals – 87% Minimum Biobased Content
- Writing Utensils – Pens – 25% Minimum Biobased Content

For more information including definition of terms with regard to the Department of Agriculture Biobased Program go to: https://www.biopreferred.gov/BioPreferred/faces/pages/ProductCategories.xhtml

C.38 DEFINITIONS (Not included in Federal Acquisition Regulations)

Wherever in these provisions, or in other contract documents, the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

Calendar Days - Every day shown on the calendar, Saturdays, Sundays, and holidays included.

Change Order - An order issued to the Contractor by the Contracting Officer, pursuant to the "change" clause included in Section I of this contract, requiring work to be performed, within the general scope of the contract.

Clothing – Utility Gloves - A fitted hand garment used to protect hands in industrial and construction work.

Contract Pay Item - A pay item designated on the bid schedule and described by a specification.

Contractor - The individual, partnership, joint venture, or corporation undertaking the execution of work under the terms of the contract and acting directly or through their agent, employees, or subcontractors.

Drawings - The approved documents and reproductions of these documents, including plan and profile sheets, cross sections, site plans, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, and similar documents showing details for construction of a facility.

Equipment - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, including tools and apparatus necessary for the proper construction and acceptable completion of the work.

Eyewear – Products that are worn over the eyes, either to provide protection (from the sun, impact, chemicals, etc.) or to enhance vision. Eyewear consists of frames and lenses, either separately or together. This category includes contact lenses.

Labor Standards Provisions - Those statutory and regulatory requirements pertaining to the Contractor's employees and employment practices.

Materials - Any substances for use in the construction of the project and its appurtenances.

Personal Protective Equipment (PPE) – Equipment used by workers that protect against worksite accidents, such as goggles, ear plugs, face shields and gloves.

Pneumatic Equipment Lubricants – Lubricants designed specifically for pneumatic equipment, including air compressors, vacuum pumps, in-line lubricators, rock drills, jackhammers, etc.

Quality Control - Actions taken by a contractor to carry out a written Quality Control Plan to ensure the performance of contracted services meet the SOW and Specifications.

Quality Control Plan - A written document created by the contractor outlining the specific actions the contractor will take to ensure the performance of contracted services meet the requirements contained within the SOW and Specifications.

Quality Assurance - Actions taken by the Government to assure contracted services meet all SOW and Specification requirements.

Right of Way - A general term denoting land, property, or interest therein acquired for or devoted to a road or a construction site.

Safety Equipment – Equipment used by workers that protects against worksite accidents, such as goggles, ear plugs, face shields and gloves.

Safety Plan - A written document that takes into consideration the risk assessment of the requirement and develops reasonable concepts, behaviors, and disciplines to mitigate the assessed risk.

Shopping and Trash Bags – Open-ended bags that are typically made of thin, flexible film and are used for containing and transporting items such as consumer goods and waste. Examples include trash bags, can liners, shopping or grocery bags, pet waste bags, compost bags, and yard waste bags. This category does not include product packaging disposable containers, or semi-durable and non-durable films.

Specifications - A general term applied to all written directions and requirements pertaining to performance of work.

Standard Specifications - Specifications established for region wide use for construction of facilities which cover most items of work likely to be performed; such as Earthwork, Base Courses, Pavement, Concrete, etc.

Utility Services - Are services such as electricity, gas, steam, water and sewage.

C.39 TRAVEL

The contractor shall be responsible for all travel necessary to complete the work described in the Scope of Work.

C.40 NOTIFICATION OF SUBCONTRACTING

The contractor shall within 14 days after award notify the Contracting Officer upon entering into any subcontract arrangement, as required by FAR 52.222-11 – Subcontracts (Labor Standards). The subcontractor shall have the experience and be equipped for such work. The written notification shall be completed:

A. Prime Contract Number and Subcontract Number (if applicable)
B. The name and address of the Prime Contractor.
C. The name and address of the subcontractor.
D. The date upon which the subcontract was entered into and its duration.
E. A detailed description of the work being subcontracted.
F. Project Name and Location of Work.
G. Identify the names of any intermediate subcontractors (if applicable)
H. Must be signed by both Prime Contractor and Subcontractor

Subcontracting any portion of the contract shall not relieve the Prime Contractor of any responsibility under this contract. Any

subcontract agreement shall contain all terms and conditions of the prime contract.

C.41 ADDITIONAL REGULATIONS

https://www.pa.gov/agencies/dep/programs-and-services/water/clean-water/wastewater-management

SECTION D—PACKAGING AND MARKING

{For this Contract, there are NO clauses in this Section}

SECTION E—INSPECTION AND ACCEPTANCE

{For this Contract, there are NO clauses in this Section}

SECTION F—DELIVERIES OR PERFORMANCE

{For this Contract, there are NO clauses in this Section}

SECTION G—CONTRACT ADMINISTRATION DATA

G.1 POST AWARD CONFERENCE

Prior to commencement of work, the CO, CS or COR and/or POC will arrange a meeting with the contractor to discuss the contract terms and work performance requirements. A work progress schedule will be proposed by the contractor at this meeting complete with a schedule of values. It will be scheduled as soon as possible after the date of the contract

award. It is anticipated that this meeting will take place All dates and locations of the conference will be mutually agreed upon and may be held via Microsoft Teams, onsite, or a combination of both.

G.2 GOVERNMENT FURNISHED PROPERTY

The Government may provide Government Property to the Contractor for use as stated below. If Government Property is provided the property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract and as stated at the Task Order Level.

Item No.	Property Description	Qty	Location	Date Available or Delivery Date
1	N/A			

G.3 DESIGNATION OF CONTRACTING OFFICERS REPRESENTATIVE (COR) AND/OR POINT-OF-CONTACT (POC)

A. The Contracting Officer will designate an individual as Contracting Officer's Representative (COR) at time of award of the contract in accordance with DIAR 1452.201-70 Authorities and Delegations (SEP 2011). The name will be designated on a letter or form.

B. The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by a proper contractual documents executed by the Contracting Officer prior to completion of the contract.

C. The Contracting Officer should be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly. (This does not apply to individual assignments which were issued by the Contracting Officer's Representative provided they do not affect the delivery schedule or performance period stated in the contract.)

D. On all matters that pertain to the contract terms the Contractor must communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COR's requests effort outside the scope of the contract, the Contractor should so advise the Contracting Officer's Representative. If the COR persists and there still exists a disagreement as to proper contractual coverage, the CO should be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

E. The COR's major duties and responsibilities are contained in Contracting Officer Representative Letter. The COR is delegated full authority under this contract except for the following actions which are reserved for the Contracting Officer:

1. Approve Change Orders and Modifications
2. Take action to terminate the contract for default or Government convenience.
3. Make contract adjustments under the Differing Site Conditions clause.
4. Grant extensions of contract time.
5. Approve assignment of claims.
6. Make final decisions under the Disputes clause.
7. Make final acceptance under the contract.
8. Make final decisions under the Suspension of Work clause.
9. Make equitable adjustments.
10. Authorize change in amount of Payment Retention.

11. Approve subcontractors.
12. Approve payments with deductions or final payment.
13. Approve use and possession prior to completion.
14. Enforce the warranty provisions.
15. Issue any direction that would result in a possible change to contract requirements.

F. The POC will be used if an official certified COR cannot be designated at the time of award. The POC will not be designated in writing and will assist the CO in the day-to-day on-site administration of the contract requirements and/or performance.

- The POC is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by a proper contractual document executed by the CO prior to completion of the contract.

- The CO should be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly. (This does not apply to individual assignments which were issued by the OCO provided they do not affect the delivery schedule or performance period stated in the contract.)

- On all matters that pertain to the contract terms the Contractor must communicate with the CO. Whenever, in the opinion of the Contractor, the POC requests effort outside the scope of the contract, the Contractor should so advise the CO. If the POC persists and there still exists a disagreement as to proper contractual coverage, the CO should be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

G.4 ADMINISTRATIVE CONTRACTING OFFICE

(a) Contact Information:

Deborah Coles
Contracting Officer
National Park Service
Telephone No. 540-677-0325
Email: deborah_coles@ios.doi.gov

(b) The Contracting Officer (CO) is the only person authorized to approve changes or modify any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the CO. In the event the contractor effects any such change at the direction of any person other than the CO, the change will be considered made without authority and no adjustment will be made in the contract price to cover increase in costs incurred as a result thereof.

(c) Contractual problems, of any nature, which might occur during the life of the contract, must be handled in conformance with very specific public laws and regulations (e.g., Federal Acquisition Regulation), and must be referred to the CO for resolution. Only the CO is authorized to formally resolve such problems. Therefore, the contractor is hereby directed to bring all such contractual problems to the immediate attention of the CO.

Any request for contract changes/modifications shall be submitted to the CO.

(e) The contractor and the Government may agree to perform a no-cost field change. Field changes are made when

the change appears to be mutually beneficial to all parties and would not require changing the negotiated line items. All field changes must be approved by the CO prior to execution.

(f) All correspondence concerning this contract, such as requests for information (RFI), explanation of terms, and contract interpretation, shall be submitted to the CO.

OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) INSPECTIONS

The contractor shall be subject to inspections under the OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) program by inspectors of the Department of Labor.

INTERIM AND FINAL INSPECTIONS

1. Prior to covering, enclosing, or hiding any of type work, the Contractor must contact the Government representative to perform an interim inspection. Failure to contact the Government representative perform an interim inspection prior to concealment may result in the Contractor being required to uncover performed work sufficiently to allow for proper inspection.

2. When ready for final inspection, the Contractor shall notify the CO and COR, requesting a final inspection in writing to the CO. The final inspection shall normally be requested a minimum of three (3) calendar days before the desired date or as otherwise negotiated with the Contracting Officer.

3. The final inspection will be onsite with the Contractor, the Contracting Officer's Representative, and Contract Specialist/Contracting Officer (when possible).

INVOICING SUBMITTAL PROCEDURES

The contractor is required to submit invoices online in Department of Treasury's Invoice Processing Platform (IPP www.ipp.gov) The invoice should include the items identified in G.6 below.

Failure by the contractor to properly submit an application for payment in IPP releases the Government form any obligation to pay for services claimed; the pay application will be promptly rejected. Incomplete work or work that is indicated as being below standard may result in nonpayment, performance, and/or reperformance to the satisfactory of the COR.

G.5 SYSTEM FOR AWARD MANAGEMENT (SAM)

The General Service Administration (GSA) Office of Governmentwide Policy is consolidating the governmentwide acquisition and award support systems into one new system – the System for Award Management (SAM). SAM is streamlining processes, eliminating the need to enter the same data multiple times, and consolidating hosting to make the process of doing business with the government more efficient.

The Entity Management functional area of SAM, formerly Central Contractor Registration (CCR), Online Representations and Certifications (ORCA), and Federal Agency Registration (FedReg), is the primary database for the U.S. Federal Government to manage information on potential government business partners or federal financial assistance recipients.

If you have previously registered your entity in CCR, ORCA, or FedReg all of your entity's information has been brought into SAM. You just need to set up a SAM account, migrate your roles and update/renew your entity record in SAM as needed. See the following website SAM.gov | Home. for more information and assistance on registering your entity in SAM. In order to be eligible for an award, potential contractors must comply with all requirements of FAR Clause 52.204-7, System for Award Management.

G.6 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:

Contractor Invoice which must include:

- Contract Number
- Project Name (FLNI Potable and Wastewater Treatment Operations)
- Description of work performed
- Date(s) of work performance
- Payrolls
- Daily Diaries

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.7 NOTICE TO CONTRACTOR - CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) (December 2015)

1) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

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

3) We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.

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

5) Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/.

a) Contractor Representatives may then provide comments in response to the evaluation or return the evaluation without comment.
b) Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.
c) All information provided should be reviewed for accuracy prior to submission.
d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.
e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as “Pending” with or without comments and whether or not it has been closed.
f) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

6) The following guidelines apply concerning your use of the past performance evaluation:

a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.
b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
c) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

7) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

8) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

G.8 BIOBASED REPORTING REQUIREMENTS

Prime contractors are required to report the category of product, type of product, and dollar value of all USDA designated biobased products that were purchased in the performance of federal contracts. Federal contractors are required to report annual biobased product purchases made under their service and construction contracts. Based on the RFO Clause 52.223-2 - Reporting of Biobased Products Under Service and Construction Contracts, reporting of biobased product purchases is completed through a portal in the System for Award Management (SAM) at SAM.gov | Home.

If a contract contains RFO Clause 52.223-2, the contractor must report all biobased purchases through SAM.

The Reporting Requirement(s):

- The reporting requirement became effective September 3, 2013;
- It applies to services and construction contractors where contracts have a RFO Clause 52.223-2 - Reporting of Biobased Products Under Service and Construction Contracts, requiring the reporting of biobased product purchases;

- Contractors must report their purchases of biobased products to a reporting portal within SAM;
- Contractors must report the category, product type and dollar value of any USDA designated biobased products purchased by the Contractor; and
- Reporting must be completed by October 31st for the previous entire fiscal year (October 1 - September 30).

To Meet the Requirement(s) Contractors must:

- Access SAM.gov | Home;
- Complete the required information within the portal and provide documentation to the Contracting Officer;
- If the applicable contract is not accessible in SAM, the contractor should contact their Contracting Officer.

Actions that may be taken to Meet Reporting Requirement(s) by Contracting Officer:

- Require a copy of the reporting data from the Contractor as required in FAR Clause 52.223-2;
- Remind the contractor, as necessary, of the requirement to report BioPreferred product types and dollar value, if any, into SAM at http://www.sam.gov. This includes any BioPreferred products used in performing contract-related services or in delivering contract-related products;
- Cure Notice may be issued by Contracting Officer as required by termination clauses.
- Upon failure to correct deficiency issued through Cure Notice contract may be terminated for Cause (RFO 52.212-4) of Terminated for Default under FAR Part 49.

G.9 NOTIFICATION OF SUBCONTRACTING

The contractor shall promptly notify the Contracting Officer upon entering into any subcontract arrangement. The subcontractor shall have the experience and be equipped for such work. The written notification shall be provided on Standard Form 1413 and must include as a minimum:

A. Prime Contract Number and Subcontract Number (if applicable)
B. The name and address of the Prime Contractor.
C. The name and address of the subcontractor.
D. The date upon which the subcontract was entered into and its duration.
E. A detailed description of the work being subcontracted.
F. Project Name and Location of Work.
G. Identify the names of any intermediate subcontractors (if applicable)
H. Must be signed by both Prime Contractor and Subcontractor

Subcontracting any portion of the contract shall not relieve the Prime Contractor of any responsibility under this contract. Any subcontract agreement shall contain all terms and conditions of the prime contract, including any included through contract modification, if applicable.

SECTION H—SPECIAL CONTRACT REQUIREMENTS

SPECIAL CLAUSE 1 - RESTRICTIONS AGAINST DISCLOSURE

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or

otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of Clause)

SPECIAL CLAUSE 2 - INDEMNIFICATION

The contractor is an 'independent contractor' and shall obtain all necessary insurance to protect themselves 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 Clause)

SPECIAL CLAUSE 3: STOP WORK

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 30 days (unless otherwise stated) after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 30 days (unless otherwise stated) after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or
(2) Terminate the work covered by the order as provided in RFO FAR 52.212-4.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this contract; and
(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

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 to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph. (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

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

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

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

(End of clause)

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

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is

intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

DIAR 1452.228-70 LIABILITY INSURANCE (JUL 1996)

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

$200,000.00 each person*
$500,000.00 each occurrence*
$20,000.00 property damage*

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

(End of clause)

PART II--CONTRACT CLAUSES

SECTION I--CONTRACT CLAUSES

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

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

FAR - Acquisition.GOV | www.acquisition.gov
(Deviation) - RFO FAR - Revolutionary FAR Overhaul | Acquisition.GOV

Table 12-3 – Clauses to include as Prescribed

52.203-6	Restrictions on Subcontractor Sales to the Government.	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Deviation)	MAY 2026
52.204-13	System for Award Management – Maintenance (Deviation)	MAR 2026
52.204-14	Service Contract Reporting Requirements (Deviation)	MAR 2026
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Deviation)	MAY 2026
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Deviation)	MAY 2026
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Deviation)	MAY 2026
52.219-6	Notice of Total Small Business Set-Aside (Deviation)	JAN 2026
52.219-8	Utilization of Small Business Concerns (Deviation)	JAN 2026
52.219-28	Postaward Small Business Program Rerepresentation (Deviation)	JAN 2026
52.222-3	Convict Labor (Deviation)	MAY 2026
52.222-35	Equal Opportunity for Veterans (Deviation)	MAY 2026
52.222-36	Equal Opportunity for Workers with Disabilities (Deviation)	MAY 2026
52.222-37	Employment Reports on Veterans (Deviation)	MAY 2026
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Deviation)	MAY 2026
52.222-41	Service Contract Labor Standards (Deviation)	MAY 2026
52.222-42	Statement of Equivalent Rates for Federal Hires	MAY 2014
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Deviation)	MAY 2026
52.222-50	Combating Trafficking in Persons (Deviation)	MAY 2026
52.222-54	Employment Eligibility Verification (Deviation)	MAY 2026
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (Deviation)	MAY 2026
52.222-62	Paid Sick Leave Under Executive Order 13706 (Deviation)	MAY 2026
52.222-90	Addressing DEI Discrimination by Federal Contractors (Deviation)	MAY 2026
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts (Deviation)	MAY 2026
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-23	Sustainable Products (Deviation)	MAY 2026
52.225-5	Trade Agreements	NOV 2023
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.229-12	Tax on Certain Foreign Procurements (Deviation)	SEP 2025
52.232-33	Payment by Electronic Funds Transfer - System for Award Management	OCT 2018
52.232-40	Providing Accelerated Payment to Small Business Subcontractors	MAR 2023
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.245-1	Government Property	SEP 2021

RFO FAR - 52.212-4 - TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION MAR 2026)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changed in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;
(2) Remedy the delay as quickly as possible; and
(3) Notify the Contracting Officer when the occurrence is over.

(g) *Invoice.* The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*—
(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
(B) Affected contract number and delivery order number, if applicable;
(C) Affected line item or subline item, if applicable;
(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–
(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:
(A) The date fixed under this contract.
(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
(A) The date on which the designated office receives payment from the Contractor;
(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—
(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

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

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

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;
(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
(3) Other contract clauses incorporated in the solicitation or contract;
(4) Addenda to this solicitation or contract;
(5) Solicitation provisions incorporated in the solicitation;
(6) Other paragraphs of this clause;
(7) Other documents, exhibits, and attachments; and
(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.
(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

FAR 52.217-8 – Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor ***within thirty (30) before Period of Performance End Date.***

(End of Clause)

FAR 52.217-9 – Option to Extend the Term of the Contract (MAR 2000)

(a)The Government may extend the term of this contract by written notice to the Contractor within *fifteen (15) days*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *thirty (30) days* before the contract expires. The preliminary notice does not commit the Government to an extension.

(b)If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c)The total duration of this contract, including the exercise of any options under this clause, shall not exceed *five (5) years, six (6) months*.

(End of clause)

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

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.
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.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
  (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  (ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding 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 that apply 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 that apply 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 that apply 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.

Information technology, as defined in 40 U.S.C. 11101(6)—
(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
  (i) Of that equipment; or
  (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

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.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—
(1) Is developed or provided by a Kaspersky Lab-covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—
(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
(4) Any entity of which Kaspersky Lab has a majority ownership.

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.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

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.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) 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) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services 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 (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) 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) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, 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 order 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.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting 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 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. 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 this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:
   (i) Contract number and order number, if applicable;
   (ii) The specific prohibition the product or service is not complying with;
   (iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
   (iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
   (v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
   (vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
   (vii) Whether alternative products or services are available that would comply with the prohibition;
   (viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
      (A) Brand;
      (B) Model number, OEM number, manufacturer part number, or wholesaler number; and
      (C) Item description, as applicable.
   (ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
   (i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.
   (ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
   (iii) 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.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM 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 (e) 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. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) 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). 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. The Contractor shall report the following information within 72 hours 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:
(i) Contract number and order number, if applicable;
(ii) Name of the covered article or source subject to a FASCSA order;
(iii) The specific FASCSA order the product or service does not comply with;
(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

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

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

(End of clause)

FAR 52.252-6 - Authorized Deviations in Clauses. (Nov 2020)

The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
The use in this solicitation or contract of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
(End of clause)

PART III—LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J—LIST OF ATTACHMENTS

1. Attachment 1 – Proposal Submission Worksheet 7 Pages
2. Attachment 2 – Wage Determination WD 15-5793 Rev 32 10 Pages
3. Attachment 3 – Limitations on Subcontracting Worksheet 2 Pages

PART IV—REPRESENTATIONS AND INSTRUCTIONS
SECTION K—REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

FAR 52.252-1 – Solicitation Provision 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):

FAR - Acquisition.GOV | www.acquisition.gov
(Deviation) - RFO FAR - Revolutionary FAR Overhaul | Acquisition.GOV

RFO FAR - Table 12-2 Provisions to include as prescribed

52.203-11	Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions	SEP 2024
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
52.209-12	Certification Regarding Tax Matters	OCT 2025
52.223-1	Biobased Product Certification (Deviation)	MAY 2026
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications	JUN 2020

RFO FAR - 52.204-7 - SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION MAR 2026)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

(a)
Definitions. As used in this provision—

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management—Maintenance, of this solicitation.

(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:

(1) *Unique entity identifier (UEI)*.

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.

(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) *Taxpayer identification number (TIN)*.

(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and

(3) *Commercial and Government Entity (CAGE) code*.

(i) The Offeror shall provide a CAGE code and legal business name (Do not use a "doing business as" name) for—

(A) Itself;

(B) Its immediate owner(s), if any;

(C) Its highest-level owner, if any; and

(D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is….	Then….
Located in a country that is a member of North Atlantic Organization (NATO) or sponsored nation	Contact the appropriate National Codification Bureau AC/135 Contacts
Located in a country that is not a member of NATO or sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) NATO Allied Committee 135 (AC/135) - The Group of National Directors on Codification

(c) *Representations and certifications*.

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	Title	Date
52.204-5	Women-Owned Business (other Than Small Business)	OCT 2014

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation (Deviation)	MAY 2026
52.209-5	Certification Regarding Responsibility Matters (Deviation)	MAY 2026
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation)	MAY 2026
52.219-1	Small Business Program Representations (Deviation)	MAY 2026
52.219-1	Small Business Program Representations, with its Alternate II	MAR 2023
52.226-2	Historically Black College or University and Minority Institution Representation	OCT 2014

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) *Other information*. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

RFO FAR 52.209-7 – Information Regarding Responsibility Matters (DEVIATION MAY 2026)

(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)

RFO FAR 52.209-13 - Violation of Arms Control Treaties or Agreements-Certification (Deviation MAY 2026)

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

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

__ (1) The Offeror certifies that–

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

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

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

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

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

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

(i) An inability to certify compliance.
(ii) An inability to conclude compliance.
(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless—
(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or
(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has
(i) Waived application under 22 U.S.C. 2593e(d) or (e); or
(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

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

(End of provision)

RFO FAR – 52.229-11 - Tax on Certain Foreign Procurements—Notice and Representation (DEVIATION MAY 2026)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means
(1) A citizen or resident of the United States;
(2) A domestic partnership;
(3) A domestic corporation;
(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
(5) Any trust if–
(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that
(1) It □ is □ is not a foreign person; and
(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 □ a full exemption, or □ partial or no exemption [*Offeror must select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—
(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

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

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

Sensitive technology—
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  (i) To restrict the free flow of unbiased information in Iran; or
  (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.
(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
(2) *FASCSA Orders*.
  (i) The Offeror shall search in SAM for the phrase "FASCSA order" 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 (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
  (ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
  (iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—
(1) It 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, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA 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 (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
(vii) Whether alternative products or services are available that would be compliant with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

FAR 52.252-5 Authorized Deviations in Provisions (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
(b) The use in this solicitation of any _____ *[insert regulation name]*(48 CFR Chapter_____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

SECTION L—INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

FAR 52.252-1 – Solicitation Provision 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):

FAR - Acquisition.GOV | www.acquisition.gov
(Deviation) - RFO FAR - Revolutionary FAR Overhaul | Acquisition.GOV

PROVISIONS – FULL TEXT

DOI Acquisition Regulations (DIAR)

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

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

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.
(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

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

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

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend: "This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

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

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

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

(End of provision)

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

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—
  (1) The solicitation number;
  (2) The name, address, telephone number of the Offeror;
  (3) The Offeror’s Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
  (4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
  (5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
  (6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.
  (1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
  (2) Any offer, modification, or revision received after the time specified for receipt of offers is “late” and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
  (3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
  (4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:
(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award.
(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates a single award of **firm-fixed price** contract resulting from this solicitation.

(End of Provision)

FAR 52.233-2 – Service of Protest Department of Interior (SEP 2006) (Deviation)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer as received through electronic commerce (email) as identified in the solicitation and award.
(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240.

(End of provision)

52.237-1 - Site Visit (Apr 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Please contact Brad Thomas, Brad_Thomas@nps.gov , 724-610-7484 if you would like to arrange a site visit.

(End of provision)

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

Preparation of Proposals

(a) Proposals must be
(1) submitted on the forms furnished by the Government or on copies of those forms, and
(2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including --
(1) Lump sum price;
(2) Alternate prices;
(3) Units of construction; or
(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

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

L.1 ADDENDUM TO FAR 52.212-1

L.1.1 OFFER SUBMISSION INSTRUCTIONS

A. GENERAL

All offerors are required to submit, at a minimum, an offer that conforms to all the solicitation requirements. By submission of its offer in accordance with the instructions provided in this section, the offeror unconditionally assents to the terms and conditions in this solicitation document and in any attachments hereto.

Each offeror shall submit an offer that fully addresses the evaluation factors contained in Section M of this solicitation and complies with the format, content, and submission instructions contained in this section. **Offerors SHALL carefully review this section and its relationship to Section M prior to commencing proposal preparation**!

B. DISCREPANCIES

If an offeror believes the requirements in this solicitation contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the Contracting Officer (CO) in writing with supporting rationale. The offeror is

reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions.

C. ELECTRONIC SUBMISSION OF PROPOSALS

(a) *Definition*. "Electronic proposal/quote," as used in this solicitation, means a proposal, modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via electronic means that communicates and reproduces both printed and handwritten material. The most common and preferred method is direct email.

(b) The government requires the use of electronic proposal/quotes in response to this solicitation. Proposals/Quotes must be submitted electronically via email to Deborah_Coles@ios.doi.gov

(c) Electronic proposals/quotes that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation may be excluded from consideration.

(d) Electronic proposals must contain the required signatures.

(e) The Government reserves the right to make award solely on the electronic proposal. However, if requested to do so by the Contracting Officer, the apparent successful offeror agrees to promptly submit the complete original signed proposal.

(f) Refer to Instruction to Offerors – Section (c) for electronic submission requirements. The Government will not be and is not responsible for any failure(s) attributable to the transmission or receipt of the electronic proposal including, but not limited to, the following:

(1) Receipt of garbled or incomplete proposal/quote.
(2) Availability or condition of the receiving IT equipment.
(3) Incompatibility between the sending and receiving equipment.
(4) Delay in transmission or receipt of proposal/quote.
(5) Failure of the offeror/quoter to properly identify the proposal/quote.
(6) Illegibility of proposal/quote.
(7) Security of proposal/quote data.

(a) Any mailed (postal service), shipped (UPS/FEDEX, etc.), faxed or hand delivered proposals shall not be accepted or considered for award.
(b) The email subject line must reference the solicitation number in all communications. All quotes/offers must be received by the date and time indicated on the cover page, anything received after this date and time will not be considered. Due to attachment file size limitations, multiple emails will be considered, and all must be received before for the closing date and time.
(c) The DOI – Nation Park Service is not responsible for any transmission failures, resulting in failed or late quotes (Refer to RFO FAR 52.212-1 (c)). Contractors are cautioned not to wait time last minute to submit and should carefully review RFO FAR 52.212-1 (c).

L.1.2 OFFER DUE DATE AND TIME

Offerors shall submit their proposals no later than 12:00 PM Eastern Time on Wednesday, September 2, 2026: Electronic proposal must be submitted via email to Deborah Coles at: Deborah_Coles@ios.doi.gov with "140P4226R0020 FLNI Water Operations" in the subject line.

No Hardcopy, facsimile or in person proposals/quotes shall be accepted.

The last date for contractor to submit any technical questions is 12:00 PM Eastern Time on Monday, August 24, 2026. Questions received after this date will not be addressed through any Amendment. ALL technical questions must be submitted in writing only to the Contracting Officer at: Deborah_Coles@ios.doi.gov

The offeror/quoter is advised to ***carefully read***, understand the quote format, and quote content sections of the RFP. The offer shall clearly demonstrate the offeror's understanding of the overall and specific requirements of the solicitation.
.
The offer should submit **two (2) separate** files:

File I – Factor 1 - Technical Approach and Factor 2 – Contractor Responsibility
File II – Price Proposal.

Required contents of each file are detailed below in Section L.2. As there are sometimes limitations on file sizes that can be submitted electronically via email depending on provider, multiple files and emails will be accepted so long as each file is clearly identified, and they are ALL received by the closing date and time.

Electronic copies submission (no hard copy): Emails may include both volumes in one email, and/or multiple emails with each volume clearly marked as an attachment, so long as both volumes are received prior to closing date and time (refer to FAR 52.212-1 for specific electronic requirements). ***If proposals are received after the closing date and time they shall not be accepted.***

If contractors fail to submit any of the required documentation stated in L.2 they will not be considered technically acceptable, and may not be considered further for award, regardless of price.

However, the Government may request any missing documentation or incomplete documentation after receipt of proposals as necessary if more than one (1) of the contractors fail to submit one or more of the required documents. When contractors are required to submit missing documentation, they shall submit it within the timeframe specified in the request. If the contractor fails to submit within the timeframe specified, they will not be considered technically acceptable regardless of price. All requests will be provided via email, and the Government is not responsible for missed, unread or emails that end up in junk/spam folders.

L.1.3 QUOTE/PROPOSAL PREPARTION INSTRUCTIONS

The offer shall clearly demonstrate the offeror's understanding of the overall and specific requirements of the Scope of Work (SOW) and convey the offeror's capabilities for transforming their understanding into accomplishments for performing the Solicitation.

Information requested herein must be furnished fully and completely in compliance with instructions. The information requested and the manner of submittal is essential to permit prompt evaluation of all quotes/offers on a fair and uniform basis. Simple statements of compliance (i.e., "understood"; "will comply") without the detailed description of how compliance will be met may not be considered enough evidence that the proposed services can technically meet the requirements of this RFP. Accordingly, any offer in which material information requested is not furnished, or where indirect or incomplete answers or information are provided may be considered not acceptable or determined to be outside the competitive range.

Changes to the offer by the offeror shall be accomplished by amended page(s). Any changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside margin of the page. The offeror shall include the date

of the amendment on the lower right-hand edge of the page. Proposal amendments will be allowed only prior to the due date for proposals. Offer revisions shall be permitted only at the Contracting Officer's request.

L.1.4 QUOTE/PROPOSAL PREPARATION COSTS

The Government will not pay any costs incurred by any offeror in the preparation and submission of a offer in response to this RFP. The Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds in connection with this procurement.

L.1.5 QUOTE/OFFER CONTENT

Offerors are cautioned to review the RFP and ensure that the quote/offer submitted fully complies with any and all requirements of the RFP. Each offer shall clearly demonstrate the offeror's comprehension of the overall and specific technical requirements of the SOW. The offeror must provide all the requested documentation stated L.2. Failure of the offeror to address any and all requirements of the RFP in their quote/offer may result in the proposal not being considered technically acceptable, regardless of price.

Each offeror must submit a proposal, which consists of two (2) separate electronic files in Adobe Acrobat format and MS Excel that can be opened on a MS Windows PC. The pricing file must be in a MS Excel Workbook.

File 1 – Factor 1 - Technical Capability and Factor 2 – Contractor Compliance.
File 2 – Factor 3 – Price Proposal.

Offerors are reminded that File 1 shall NOT contain any pricing data. The Contracting Officer will review File 1 and delete any pricing data included prior to the proposal evaluation. If more that one file is required due file size limitations with electronic submission, that is acceptable, so long as the specific files are identified clearly and received by the closing date and time.

L.2 REQUIRED SUBMISSION DOCUMENTS:

VOLUME 1

FACTOR 1 – Technical Capability

Sub-Factor A - Technical Approach Document

The offeror must provide a capability document that demonstrates the contractors technical background and capability in performing ALL of the work as stated in the Section C and related attachments included with the solicitation that demonstrates the offeror's overall understanding and ability to anticipate and address significant project constraints, risks, and challenges. It must also identify efficient site-specific approaches that demonstrate the appropriate activities and the most appropriate materials and equipment to be used on the project.

Sub-Factor B – Licensing/Certifications - On-site Wastewater and Potable Water Treatment Plant Operator(s). The contractor's onsite personnel must have a minimum of a Class D License and a Sub-class 1 (Activated Sludge) License assigned by the Pennsylvania Department of Environmental Protection (PADEP) and a Potable Water License issued in PA assigned by the Pennsylvania Department of Environmental Protection (PADEP).

The contractor shall provide copies of employee's licenses proposed to operate the plant. These persons must be approved by the state prior to any service performance under this contract.
.

Sub-Factor C – Relevant Project Experience and Past Performance - The Government will review responses to the Relevant Experience Questionnaire (see Attachment 1) or equivalent document for this evaluation sub-factor. The Contractor is required to provide relevant information regarding three (3) prior projects that are similar to ALL the work described in this solicitation so the Government can verify contractor's relevant experience for similar work. The work does not need to be Federal but needs to be similar for it to be considered relevant and technically acceptable. If the information provided is not considered relevant, the Project Relevant Experience rating with be considered not technically acceptable.

Past Performance will be evaluated using the Contractor Performance Assessment Reporting System (CPARS), and anything with "Satisfactory" and above will be considered Technically Acceptable.

Sub-Factor D – Biobased Certification - The offerors shall identify the Biobased products to be purchased and used under this contract as detailed in Section C.37 using the Biobased Certification (Attachment 1) or equivalent documentation. For each Biobased product the offeror shall specify the percentage of Biobased content, and for the USDA-designated Biobased content products, the offeror shall demonstrate that the products to be used under this contract will contain the percentage specified in the USDA recommendations or the highest level of Biobased material practicable, consistent with USDA's recommended percentages of Biobased content.

FACTOR 2 – Contractor Compliance (non-price) This can be separate document, and does not count towards page limit above in Factor 1.

Sub-Factor A – Active SAM Registration

- Did offeror provide current UEI#
- Is the offeror registered under NAICS Code 221310 as a Small Business.

Note - this information can be included in Attachment 1 – Proposal Submission

Sub-Factor B – Completed Provisions – Provide the following completed Provisions included in Solicitation as identified below:

- RFO 52.209-7 – Information Regarding Responsibility Matters (MAY 2026)
- RFO 52.209-13 - Violation of Arms Control Treaties or Agreements-Certification (MAY 2026)
- RFO 52.229-11 - Tax on Certain Foreign Procurements – Notice and Representation (MAY 2026)

Note the provisions identified above may or may not be in your SAM Representations and Certifications so do not submit your SAM Representations and Certifications submit the completed provisions included in the solicitation separately.

Sub-Factor C – Limitations on Subcontracting Compliance Worksheet – Offeror must provide a completed Limitations on Subcontracting Compliance Worksheet (Attachment 3).

VOLUME 2

FACTOR 3 – PRICE

1. Standard Form 1449, Solicitation, Offer, and Award An official having the authority to contractually bind the offeror's company must sign the SF 1449 in accordance with the procedures prescribed in FAR section 4.102.

2. Acknowledgement of Amendments (if appliable): In accordance with Section L, Instructions to Offerors-Competitive Acquisition, acknowledge all solicitation amendments using one of the methods set forth in Block 11 of Standard Form 30, the amendment.

3. Section B, Contract Price Schedule: Enter the proposed dollar amount for each line item in the price schedule.

SECTION M—EVALUATION FACTORS FOR AWARD
AWARD DETERMINATION

RFO FAR - 52.212-2 - EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION MAR 2026)

(a) Evaluation factors. 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 will be used to evaluate offers:

1. **BASIS FOR AWARD:**
The solicitation and resulting award will be conducted under RFO FAR Part 12 – Acquisition of Commercial Products and Commercial Services, and will be evaluated as prescribed in RFO 12.203

Evaluation of quotes/offers will be conducted in accordance with RFO FAR 12.203 and, the Lowest Price Technically Acceptable process as defined in FAR 15.101-2 shall be used in the requirement as authorized by RFO FAR 12.203 (c)(3).

Offerors are advised that in the evaluation process, primary consideration will be given to the technical acceptability of the proposals. Any required documentation that is not provided, will be considered not technically acceptable; however, see Section E.2.6 for additional information.

2. **EVALUATION FACTORS AND SUBFACTORS:**
The technical evaluation of proposals will be conducted in strict confidence. The number and identities of offerors will not be revealed to anyone not involved in the evaluation and award process or to other offerors. Proposals will be evaluated based only on the factors described herein. No ranking of proposals will be included in source selection hence information about where once contractor's price placed among all other offers shall not be disclosed.

Proposals will be evaluated against the factors and sub-factors set forth in this section. Technical documentation will receive a preliminary review to determine whether they are acceptable or not acceptable based on what is prescribed herein, which will allow the Government to perform a meaningful evaluation Technical Approach and Contractor Responsibility. If the results of this preliminary review indicate an offeror(s) fails to submit any of the required documentation and/or incomplete documentation as stated in L.2, they may not be considered technically acceptable, and may not be considered further for award, regardless of price.

If more than one (1) offeror fails to submit the required documentation and/or provides required documentation that appears to be incomplete (i.e., missing signatures, acknowledge of provisions, etc.) the Government may at its discretion request any missing documentation or incomplete documentation after receipt of proposals as necessary from any offeror that submitted as response to the solicitation.

When contractors are required to submit missing documentation and/or incomplete documentation, they shall submit it within the timeframe specified in the Government request. If the contractor fails to submit within the timeframe specified, they will not be considered technically acceptable at that point. All requests will be provided via email, and the Government is not responsible for missed, unread or emails that end up in junk/spam folders.

Any offeror's proposal eliminated at this stage from further evaluation or consideration for an award will be notified with the reasons why its proposal was eliminated from further evaluation or consideration for award in accordance with FAR 15.503. Price portions of proposals will be evaluated independently of technical portions of proposals.

After completion of the technical and price evaluations, a recommendation will be made for award based on the evaluations. The Government will consider all proposals and the evaluation factors stated herein, including assessment of the degree of risk associated with the proposals, to determine the apparent successful offeror. The Government's decision will be based on a comparative assessment of proposals against all source selection factors specified in the solicitation. It is exceptionally important that offerors **do not omit any documentation required for evaluation.**

3. EVALUATION FACTORS:

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

FACTOR 1: TECHNICAL CAPABILITY (non-price): All Sub-Factors must be considered "Technically Acceptable" for Factor 1 to be Considered "Technically Acceptable." If one (1) or more Sub-Factors are found "Technically Unacceptable" Factor 1 will be considered "Technically Unacceptable."

Sub-Factor A – Technical Approach Document - The Government will evaluate if the offeror discussed and provided all the required information stated above in L.2 based on the following:

Sub-Factor A – Technical Approach Document Evaluation	
Rating	Definition
Technically Acceptable	The contractor provided all the information required in Sub-Factor A.
Technically Unacceptable	The contractor did not provide all the information required in Sub-Factor A.

Sub-Factor B – Licensing/Certifications - The Government will evaluate if the offeror provided all the required information stated above in L.2 based on the following:

Sub-Factor B – Licensing/Certifications	
Rating	Definition
Technically Acceptable	The contractor provided all licenses required in Sub-Factor B.
Technically Unacceptable	The contractor did not provide all licsenses required in Sub-Factor B.

Sub-Factor C – Relevant Project Experience and Past Performance

The Government will evaluate if the offeror provided all the required information stated above in L.2 for Relevant Experience, which means works similar in nature to work described in Section C above and all the Attachments.

Past Performance will be evaluated using Contractor Performance Assessment Reporting System (CPARS).

Sub-Factor D - Relevant Project Experience Evaluation	
Rating	Definition

Technically Acceptable	The contractor provided at least three (3) relevant projects that are similar to the work described in the solicitation within past five (5) years. Past Performance – CPARS any rating at or above "Satisfactory"
Technically Unacceptable	The contractor DID NOT provide at least three (3) relevant projects that are similar to the work described in the solicitation within past five (5) years. Past Performance – CPARS any rating that is below "Satisfactory"

Sub-Factor D – Biobased Certification - The Government will evaluate if the offeror provided the required documentation for Biobased Certifications as stated in L.2.

Sub-Factor E - Biobased Certification Evaluation	
Rating	Definition
Technically Acceptable	Proposal clearly states the utilization/non-utilization of Biobased products, List of products, certification, and operation plan. Note if Biobased products are NOT going to utilized that must also be stated in their response for it to be considered Technically Acceptable.
Technically Unacceptable	There is NO response (meaning any kind of acknowledge, either yes or no) provided or proposal does not clearly state the utilization/non-utilization of Biobased products, does not include a list of products, lacks certification documentation, and is lacking in clear understanding of operation plan – will not be considered Technically Unacceptable.

FACTOR 2 – CONTRACTOR COMPLIANCE (non-price) - All Sub-Factors must be considered "Technically Acceptable" for Factor 2 to be Considered "Technically Acceptable." If one (1) or more Sub-Factors are found "Technically Unacceptable" Factor 2 will be considered "Technically Unacceptable."

Sub-Factor A – Active SAM Registration

- Did offeror provide current UEI#
- Is the offeror registered under NAICS Code 221310 as a Small Business.

Sub-Factor A – Active SAM Registration and UEI#	
Rating	Definition
Technically Acceptable	The contractor provided all the information required in Sub-Factor A and are confirmed to have active SAM.gov registration and are a Small Business.
Technically Unacceptable	The contractor did not provide all the information required in Sub-Factor A. The offeror is found not to have an Active SAM.gov registration and/or found to not be a Small Business.

Sub-Factor B – Completed Provisions – Did the contractor provided the required provisions as stated in Section L.2?

Sub-Factor B – Completed Provisions - Ratings	
Rating	Definition
Technically Acceptable	The contractor provided all the required completed provisions included in the solicitation as required.
Technically Unacceptable	The contractor did not provide all the required completed provisions included in the solicitation as required.

Sub-Factor C – Limitations on Subcontracting Compliance Worksheet – Offeror must provide a completed Limitations on Subcontracting Compliance Worksheet (Attachment 3) and is it with in the limitations stated?

Sub-Factor C – Limitations of Subcontracting Compliance Worksheet - Ratings	
Rating	Definition
Technically Acceptable	The contractor provided the Limitations on Subcontracting Compliance Worksheet as is less than the 50% required for Services
Technically Unacceptable	The contractor did not provide the Limitations on Subcontracting Compliance Worksheet as required or the percentage exceeds 50% required for Services.

Overall Technical Acceptability Rating – If an offeror is found "Technically Acceptable" in both Factor 1 and Factor 2 the offeror will be found "Technically Acceptable" and will move on to lowest price evaluation. If an offeror is found "Technically Unacceptable" in both Factor 1 and Factor 2 or in either Factor 1 or Factor 2 the overall rating will be found as "Technically Unacceptable" and not considered any further beyond the technical evaluation regardless of price.

FACTOR 3: PRICING – Lowest Price of Technically Acceptable Offer

Following the technical evaluation of non-price factors and subfactors, all proposals that are determined technically acceptable, as defined above, will then be sorted by price from lowest to highest. The lowest priced offeror that includes/submits all requirements established in the solicitation and is considered technically acceptable with regard to technical capability and past performance will be recommended for award.

The offeror's price proposal will not be point scored or adjectivally rated but will be evaluated in accordance with one or more of the techniques identified in FAR 15.404-1 Proposal Analysis techniques (b) Price Analysis (2) examples of various price analysis techniques and procedures. The price proposal will also be used as an aid to determine the offeror's understanding of the requirements of the solicitation, price reasonableness, and to assess the validity of the offeror's approach to managing and performing the work.

(b) *Options (if applicable)*. 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. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer 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)