| SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) | 1. SOLICITATION NO. | 2. TYPE OF SOLICITATION | 3. DATE ISSUED | PAGE | OF PAGES |
|---|---|---|---|---|---|
| | 140P1426R0013 | ☐ SEALED BID (IFB) INVITATION FOR BID<br>☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL | 07/15/2026 | 1 | 60 |

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

| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. | 6. PROJECT NO. |
|---|---|---|
| | 0044034569 | |

| 7. ISSUED BY CODE PIR | 8. ADDRESS OFFER TO |
|---|---|
| NPS, IMR - Northern Rockies MABO<br>PO Box 168<br>Mammoth Supply Center / 22 Stable St<br>Yellowstone NP WY 82190 | Stacy_Vallie@ios.doi.gov |

| 9. FOR INFORMATION CALL | a. NAME | b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* |
|---|---|---|
| | Stacy Vallie | 4064044167 |

## SOLICITATION

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

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

Project Name: Rehabilitate Polebridge Water System, Glacier National Park, PMIS: GLAC 329234B

Type of Contract: Firm Fixed Price Construction Contract

Magnitude (FAR 36.204): Between $1,000,000 and $5,000,000

Set-Aside: Total Small Business

NAICS CODE: 237110

SIZE STANDARD: $45M

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

See Section L "Instructions, Conditions and Notices to Offerors" for proposal submission specifics.

Continued...

11. The contractor shall begin performance within 10 calendar days and complete it within 274 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** FAR Clause 52.211-10 ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1300 ***(hour)*** local time 08/14/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

d. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

## OFFER *(Must be fully completed by offeror)*

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

CODE FACILITY CODE

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

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

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

| AMENDMENT NUMBER | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| DATE. | | | | | | | | | | |

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

20b. SIGNATURE

20c. OFFER DATE

## AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

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

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

26. ADMINISTERED BY PIR

NPS, IMR - Northern Rockies MABO
PO Box 168
Mammoth Supply Center / 22 Stable St
Yellowstone NP WY 82190

27. PAYMENT WILL BE MADE BY

### *CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE*

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 1 *copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

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

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

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

Stacy Vallie

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | Questions shall be submitted in writing to Stacy_Vallie@ios.doi.gov no later than 5 business days prior to the solicitation close date. No phone calls please.<br><br>Delivery: 06/21/2027<br>Delivery Location Code: 0011286207<br>NPS. Glacier NP<br>61 Scoyen Circle<br>West Glacier MT 59936 US<br><br>Period of Performance: 09/21/2026 to 06/21/2027 | | | | |
| 00010 | Water System Improvements<br><br>SUBCLIN# TITLE QTY UNIT<br><br>10.1 Distribution System 1 LS<br><br>10.2 Infiltration System 1 LS<br><br>10.3 Water Tank 1 LS<br><br>10.4 Control System 1 LS<br><br>Product/Service Code: Y1NE<br>Product/Service Description: CONSTRUCTION OF WATER SUPPLY FACILITIES | | | | |
| 00020 | Fiber Optics<br>Product/Service Code: Y1NZ<br>Product/Service Description: CONSTRUCTION OF OTHER UTILITIES | | | | |

## PART I – THE SCHEDULE

## SECTION A – SOLICITATION/CONTRACT FORM

This is a Request for Proposals (RFP), in accordance with the Specifications and Drawings and is issued on Standard Form (SF) SF1442 in the preceding pages.

The Government will evaluate all Proposals in an impartial manner and consideration will be given to those with the highest perceived value to the government based on responses to the evaluation factors identified in Section M.

In accordance with FAR Part 15 and FAR Part 36, a price evaluation will be performed to determine the reasonableness of the proposed price. Reasonableness will be determined considering other competitive prices received and comparison to the Independent Government Cost Estimate.

**(END OF SECTION A)**

## SECTION B – SERVICES AND PRICES

Proposal pricing shall be provided in accordance with Section L and is incorporated herein. The contractor must furnish an itemized breakdown. Offerors shall use the Price Schedule provided as an attachment.

**Project Title:** **Rehabilitate the Polebridge Area Water System**
**Location:** **Glacier National Park**
**Solicitation No.:** **140P1426R0013**
**Park – PMIS NO.:** **GLAC – 329234B**

| CONTRACT PRICE SCHEDULE | | | | | | |
|---|---|---|---|---|---|---|
| **Notice: Offerors are required to submit, a minimum, an offer that conforms to the solicitation documents with pricing for Base line items. Failure to do so may render the proposal unacceptable. On lump-sum line items, provide the total price only. For all unit-priced line items, provide the unit price and the extended total price. If no specific line item exists for a portion of the work, include the costs in a related item. In case of error in calculation of extended prices, the unit price governs. In case of error in summation, the total of the corrected amounts govern. Round totals and extended prices to whole dollars.** | | | | | | |
| **SCHEDULE OF BASE ITEMS** | | | | | | |
| **CLIN #** | **SUB CLIN#** | **TITLE** | **QTY** | **UNIT** | **Unit Price** | **Total Price** |
| 10 | **Water System Improvements** | | | | | |
| 10.1 | | Distribution System | 1 | LS | | |
| 10.2 | | Infiltration Gallery | 1 | LS | | |
| 10.3 | | Water Tank | 1 | LS | | |
| 10.4 | | Control System | 1 | LS | | |
| 20 | **Fiber Optics** | | 1 | LS | | |
| **TOTAL PROPOSED PRICE (SUB CLINs 10.1 - 10.4 and 20):** | | | | | | |

(End of clause)

**(END OF SECTION B)**

## SECTION C – SPECIFICATIONS/DRAWINGS

**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): http://www.acquisition.gov.

52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (May 2024) -DEVIATION (Feb 2025)
52.223-23 Sustainable Products and Services (MAY 2024) - DEVIATION (May 2026)

**Description of Work:**

All field work is located in the Polebridge Ranger Station Area, located in Glacier National Park's northwest corner, approximately 1.0 miles from Polebridge, Montana.

Work generally consists of construction of a new public water system that includes a new infiltration gallery, new water storage tank, and new water main or service lines to service area buildings. Four housing units and two administrative buildings will be connected to the new potable water service. A new programmable logic controller, pump control panel, pump protection system, and tank monitoring system will be installed. The chlorination treatment system will remain unchanged. Work also includes the installation of fiber optic lines to five buildings. Refer to the attached Civil Plans.

**1452.236-70 Prohibition Against Use of Lead-based Paint - Department of the Interior (Jul 1996)**

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

(End of clause)

**(END OF SECTION C)**

## SECTION D - PACKAGING AND MARKING

Contractor initiated correspondence and submittals shall identify the task order number and the associated contract number. Task order requirements will be detailed at the task order level, but correspondence includes the Submittal Register and Construction Schedule/Reports. Submittals shall be submitted to the Contracting Officer's Representative (COR) and copied to the task order CO. If hard copies are required, specific task order documentation or meetings will detail submission addresses.

**(END OF SECTION D)**

## SECTION E – INSPECTION AND ACCEPTANCE

### 52.246-12 Inspection of Construction (Aug 1996)

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

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

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

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

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

(3) Constitute or imply acceptance; or

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

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

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

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

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

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

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

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

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

(End of clause)

**(END OF SECTION E)**

## SECTION F – PERFORMANCE

Work shall be completed by skilled personnel per industry standards and manufacturer specifications.

### 52.211-10 Commencement, Prosecution, and Completion or Work (Apr 1984)

The Contractor shall be required to:

(a) commence work under this contract within **10 calendar days** after the date the Contractor receives the notice to proceed,

(b) prosecute the work diligently, and

(c) complete the entire work ready for use not later than **274 calendar days** after receipt of Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

### 52.236-15 Schedules for Construction Contracts (Apr 1984) - DEVIATION (Jan 2026)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

### 52.242-14 Suspension of Work (Apr 1984)

The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1)by an act of the Contracting Officer in the administration of this contract, or (2)by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

**(END OF SECTION F)**

## SECTION G – CONTRACT ADMINISTRATION DATA

### 1. CONTRACT REPRESENTATIVES:

**Contracting Officer (CO):**
Stacy Vallie
Stacy_Vallie@ios.doi.gov

**Contracting Officer's Representative (COR):**
Kirby Granite
Kirby_Granite@nps.gov

### 2. JOB SITE ADMINISTRATION

The Government's designated COR will be available at the site to inspect the work as it progresses. The COR will prepare a Daily Log, beginning with the first day of the contract, detailing ground and weather conditions, work being performed, materials delivered, and notes of any problems or difficulties. Government inspections do not relieve the Contractor of responsibility for providing adequate quality control measures. At the end of every day of work on this contract, The Contractor's Superintendent, as defined below, shall contact the COR to review the daily log, and sign as the Contractor's representative. Unless the Contractor's Superintendent makes a contrary notation on the daily log, the log shall be presumed to be accurate for recording daily inspections and conditions, work accomplished, and notations of any issues as described above. In accordance with FAR 22.406.7(4) regular compliance checks may include comparison to daily inspector's reports and daily logs of construction to ensure consistency in meeting compliance requirements.

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 at bringing all such contractual problems to the immediate attention of the CO.

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 affects 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.

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.

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

### 3. FINAL PAYMENT

Final payment will be made only after receipt of all payrolls to include subcontractors, SF 1413 Statement of Acknowledgement for each subcontractor, project schedule, updated progress reports, material submittals, test reports, as-built drawings, warranty of construction, release of claims and any other documents requested by the contracting office as applicable. Contractor must provide a signed copy of the 'Release of Claims' to the Contract Administrator upon submittal of final invoice.

## 4. AVAILABILITY OF UTILITIES SERVICES

Notwithstanding the provisions of contract clause FAR 52.236-14, Availability and Use of Utility Services, all reasonably required amounts of water, gas, electricity, etc., essential to contract performance shall be made available, at no cost to the contractor, from existing systems, outlets, and supplies. All temporary connections, outlets, and distribution lines as may be required will be installed by the contractor at the contractor's own expense.

## 5. UTILITIES CONSERVATION

The contractor will be required to participate in government energy conservation programs. For this contract, utilities such as water, electricity, etc., will be furnished by the government at no cost to the contractor.

## 6. 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.

## 7. INTERIM AND FINAL INSPECTIONS

i. 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 to perform an interim inspection prior to concealment may result in the Contractor being required to uncover performed work sufficiently to allow for proper inspection.

ii. 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.

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

## 8. CONSTRUCTION CONTRACT ADMINISTRATION

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

**DOI AAAP-0050 Notice to Contractors - Contractor Performance Assessment Reporting System (Dec 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. 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.

(End of notice)

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

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

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

The contractor shall submit a draft Invoice Package, including copies of the following documents, to the National Park Service's (NPS) Contracting Officer's Representative (COR) and Contract Specialist (CS) a minimum of 5 working days prior to submittal of the formal Invoice through IPP. Within 5 working days of receipt, the COR shall provide an acceptability recommendation to both the NPS CS and the contractor. If the COR recommends acceptance, the contractor shall submit a copy of the final version of the checklist and the Invoice Package to the NPS through IPP.

1. *Completed copy of the COR's final Construction Payment Request Checklist (Submit only with the formal submittal to IPP).*
2. *Completed copy of the Pay Estimate Form (including signed certification of subcontractor payments).*
3. *Completed copy of the Limitations on Subcontracting Report.*
4. *Information required by contract clause 52.232-27, Prompt Payment for Construction Contracts.*
5. *A copy of the current construction schedule (refer to project specification section 013216).*
6. *A copy of the current Schedule of Values. (refer to project specification section 013216).*

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)

**(END OF SECTION G)**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

**KEY PERSONNEL (Contractor shall complete section (a) listing Key Personnel per their technical proposal)**

(a) The Contractor shall list the Key Personnel assigned to the resultant contract:

**Project Manager:** _____

**Site Superintendent:** _____

**On-site Quality Control Supervisor:** _____

**On-site Safety Supervisor:** _____

(b) During the first 60 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 60-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

**GREEN PROCUREMENT**

To the extent that the construction services provided by the Contractor require provision of any of the types of products listed at https://sftool.gov/greenprocurement, the Contractor is expected to provide the green type of product unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards.

**(END OF SECTION H)**

## PART II – CONTRACT CLAUSES

## SECTION I – CONTRACT CLAUSES

### 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 http://www.acquisition.gov.

| | |
|---|---|
| 52.203-3 | Gratuities (Apr 1984) |
| 52.203-5 | Covenant Against Contingent Fees (May 2014) |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government (Jun 2020) |
| 52.203-7 | Anti-Kickback Procedures (Jun 2020) |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014) |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity (May 2014) |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions (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 (Jun 2020) |
| 52.204-13 | System for Award Management Maintenance (Oct 2018) |
| 52.204-14 | Service Contract Reporting Requirements (Oct 2016) |
| 52.204-19 | Incorporation by Reference of Representations and Certifications (Dec 2014) |
| 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2025) – DEVIATION (May 2026) |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) – DEVIATION (May 2026) |
| 52.209-10 | Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) – DEVIATION (May 2026) |
| 52.215-8 | Order of Precedence – Uniform Contract Format (Oct 1997) – DEVIATION* |
| 52.219-6 | Notice of Total Small Business Set-Aside (Nov 2020) – DEVIATION (Jan 2026) |
| 52.219-8 | Utilization of Small Business Concerns (Jan 2025) – DEVIATION (Jan 2026) |
| 52.219-28 | Post-Award Small Business Program Rerepresentation (Jan 2025) - DEVIATION (Jan 2026) |
| 52.222-3 | Convict Labor (Jun 2003) – DEVIATION (Jun 2003) |
| 52.222-4 | Contract Work Hours and Safety Standards- Overtime Compensation (Mar 2018) – DEVIATION (May 2026) |
| 52.222-6 | Construction Wage Rate Requirements (Aug 2018) – DEVIATION (May 2026) |
| 52.222-7 | Withholding of Funds (May 2014) |
| 52.222-8 | Payrolls and Basic Records (Jul 2021) |
| 52.222-9 | Apprentices and Trainees (Jul 2005) - DEVIATION (Feb 2025) |
| 52.222-10 | Compliance with Copeland Act Requirements (Feb 1988) |
| 52.222-11 | Subcontracts (Labor Standards) (May 2014) – DEVIATION (May 2026) |
| 52.222-12 | Contract Termination-Debarment (MAY 2014) – DEVIATION (Feb 2025) |
| 52.222-13 | Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014) |
| 52.222-14 | Disputes Concerning Labor Standards (Feb 1988) |
| 52.222-15 | Certification of Eligibility (May 2014) |
| 52.222-35 | Equal Opportunity for Veterans (Jun 2020) – DEVIATION (May 2026) |
| 52.222-36 | Equal Opportunity for Workers with Disabilities (Jun 2020) – DEVIATION (May 2026) |
| 52.222-37 | Employment Reports on Veterans (Jun 2020) – DEVIATION (May 2026) |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) |
| 52.222-50 | Combating Trafficking in Persons (Oct 2025) – DEVIATION (May 2026) |
| 52.222-54 | Employment Eligibility Verification (Jan 2025) – DEVIATION (May 2026) |
| 52.222-55 | Minimum Wages Under Executive Order 13658 (Jan 2022) |

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| 52.222-62 | Paid Sick Leave Under Executive Order 13706 (JAN 2022) – DEVIATION (Jan 2022) |
| 52.222-90 | Addressing DEI Discrimination by Federal Contractors (Apr 2026) – DEVIATION (May 2026) |
| 52.225-9 | Buy American – Construction Materials (Oct 2022) – DEVIATION* |
| 52.226-7 | Drug-Free Workplace (May 2024) |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) |
| 52.227-1 | Authorization and Consent (Jun 2020) |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020) |
| 52.227-4 | Patent Indemnity- Construction Contracts (Dec 2007) |
| 52.228-2 | Additional Bond Security (Oct 1997) |
| 52.228-5 | Insurance - Work on Government Installation (Jan 1997) |
| 52.228-11 | Individual Surety - Pledges of Assets (Feb 2021) – DEVIATION (May 2023) |
| 52.228-12 | Prospective Subcontractor Request for Bonds (May 2014) |
| 52.229-3 | Federal, State, and Local Taxes (Feb 2013) |
| 52.232-5 | Payments under Fixed-Price Construction Contracts (May 2014) |
| 52.232-16 | Progress Payments (Nov 2021) – DEVIATION* |
| 52.232-17 | Interest (May 2014) |
| 52.232-23 | Assignment of Claims (May 2014) |
| 52.232-27 | Prompt Payment for Construction Contracts (Jan 2017) |
| 52.232-33 | Payment by Electronic Funds Transfer - System for Award Management (Oct 2018) |
| 52.232-39 | Unenforceability of Unauthorized Obligations (Jun 2013) |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) |
| 52.232-90 | Fast Payment Procedures (May 2026) – DEVIATION* |
| 52.233-1 | Disputes (May 2014) – DEVIATION* |
| 52.233-3 | Protest after Award (Aug 1996) – DEVIATION* |
| 52.233-4 | Applicable Law for Breach of Contract Claim (Oct 2004) – DEVIATION* |
| 52.236-2 | Differing Site Conditions (Apr 1984) – DEVIATION (Jan 2026) |
| 52.236-3 | Site Investigation and Conditions Affecting the Work (Apr 1984) – DEVIATION (Jan 2026) |
| 52.236-5 | Material and Workmanship (Apr 1984) – DEVIATION (Jan 2026) |
| 52.236-6 | Superintendence by the Contractor (Apr 1984) – DEVIATION (Jan 2026) |
| 52.236-7 | Permits and Responsibilities (Nov 1991) – DEVIATION (Jan 2026) |
| 52.236-8 | Other Contracts (Apr 1984) – DEVIATION (Jan 2026) |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984) – DEVIATION (Jan 2026) |
| 52.236-10 | Operations and Storage Areas (Apr 1984) – DEVIATION (Jan 2026) |
| 52.236-11 | Use and Possession Prior to Completion (Apr 1984) – DEVIATION (Jan 2026) |
| 52.236-12 | Cleaning Up (Apr 1984) – DEVIATION (Jan 2026) |
| 52.236-13 | Accident Prevention (Nov 1991) – DEVIATION (Jan 2026) |
| 52.236-14 | Availability and Use of Utility Services (Apr 1984) – DEVIATION (Jan 2026) |
| 52.236-16 | Quantity Surveys (Apr 1984) – DEVIATION (Jan 2026) |
| 52.236-17 | Layout of Work (Apr 1984) – DEVIATION (Jan 2026) |
| 52.236-21 | Specifications and Drawings for Construction (Feb 1997) – DEVIATION (Jan 2026) |
| 52.236-26 | Preconstruction Conference (Feb 1995) |
| 52.240-92 | Security Requirements (Aug 2025) – DEVIATION (Mar 2026) |
| 52.240-93 | Basic Safeguarding of Covered Contractor Information Systems (Aug 2025) – DEVIATION (Mar 2026) |
| 52.242-13 | Bankruptcy (July 1995) |
| 52.243-4 | Changes (Jun 2007) – DEVIATION (Oct 2025) |
| 52.244-5 | Competition in Subcontracting (Dec 1996) |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services (Jan 2025) – DEVIATION (Feb 2025) |
| 52.245-1 | Government Property (Sep 2021) |
| 52.245-9 | Use and Charges (Apr 2012) |
| 52.246-21 | Warranty of Construction (Mar 1994) |

52.248-3 Value Engineering-Construction (Oct 2020)
52.249-2 Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - (ALT I) (Sept 1996)
52.249-10 Default (Fixed-Price Construction) (Apr 1984)
52.253-1 Computer Generated Forms (Jan 1991) – DEVIATION (Mar 2026)

**CLAUSES INCORPORATED BY FULL TEXT**

**52.219-14 Limitations on Subcontracting (Oct 2022) - DEVIATION (Jan 2026)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.
(b) *Definition.*
*Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—
(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
(c) *Applicability.* This clause applies only to—
(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
(4) Orders expected to exceed the simplified acquisition threshold and that are—
(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
(5) Orders, regardless of dollar value, that are—
(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.
(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75

percent subcontract amount that cannot be exceeded.
(f) The Contractor shall comply with the limitations on subcontracting as follows:
(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—
☒ **By the end of the base term of the contract and then by the end of each subsequent option period**; or
☐ By the end of the performance period for each order issued under the contract.
(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.
(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.
(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.
(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

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

(a) Definitions. As used in this clause-

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
(b)The Contractor, on completion of this contract, shall-

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

(2) Submit this estimate to Stacy_Vallie@ios.doi.gov.

(End of clause)

**52.228-15 Performance and Payment Bonds-Construction (JUN 2020) – DEVIATION (May 2023)**

(a)*Definitions*. As used in this clause-
*Original contract price* means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.
(b)*Amount of required bonds*. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:
(1)*Performance bonds ( Standard Form 25)*. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.
(2)*Payment Bonds ( Standard Form 25A)*. The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.
(3)Additional bond protection.
(i)The Government may require additional performance and payment bond protection if the contract price is increased.

The increase in protection generally will equal 100 percent of the increase in contract price.

(ii)The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c)*Furnishing executed bonds*. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d)*Surety or other security for bonds*. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

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

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

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

(End of clause)

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

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of a land survey and a geotechnical investigation and mapped underground utilities done to the best of the ability of the National Park Service, using Ground Penetrating Radar, underground utility locators, photographic records and as-built drawings.

(End of clause)

**52.240-91 Security Prohibitions and Exclusions (Nov 2025), Alternate I - 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

(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) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1).

**Yes** ☐ **No** ☒ DHS FASCSA Order
**Yes** ☐ **No** ☒ DoD FASCSA Order
**Yes** ☐ **No** ☒ DNI FASCSA Order

(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

(2) 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)

**52.252-6 Authorized Deviations in Clauses (Nov 2020)**

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

(b) The use in this solicitation or contract of any 48 CFR Chapter 1 clause with an authorized DEVIATION is indicated

by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

***NOTE: The clause DEVIATIONS noted with an asterisk (*) are associated with the Revolutionary FAR Overhaul (RFO). Approval by the Department of the Interior is currently pending.***

**1452.201-70 Authorities and Delegations (Sep 2011)**

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

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

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

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.

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

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

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

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

(End of clause)

**1452.203-70 Restrictions on Endorsements-- Department of the Interior (Jul 1996)**

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

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

(End of clause)

**1452.204-70 Release of Claims – Department of Interior (Jul 1996)**

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

(End of clause)

**1452.215-70 Examination of Records by the Department of the Interior (Apr 1984)**

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

(End of clause)

**1452.228-70 Liability Insurance—Department of the Interior (Jul 1996)**

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

$200,000.00 each person
$500,000.00 each occurrence
$500,000.00 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)

**(END OF SECTION I)**

## PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

## SECTION J – LIST OF ATTACHMENTS

| Attachment Number | Title | Number of Pages |
|---|---|---|
| 1 | Project Specifications | 291 |
| 2 | Civil Plans | 35 |
| 3 | As-Built Plans | 76 |
| 4 | Site Photos | 36 |
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**(END OF SECTION J)**

## PART IV – REPRESENTATIONS AND INSTRUCTIONS

## SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

**52.252-1 Provisions Incorporated by Reference (Feb 1998)**

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

52.203-18 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements -Representation (Jan 2017)
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representative (Nov 2015) – DEVIATION (May 2026)
52.223-1 Biobased Product Certification (May 2024) - DEVIATION (May 2026)
52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (May 2024) DEVIATION (May 2026)

**Provisions Incorporated by Full Text:**

**52.201-1 Acquisition 360: Voluntary Survey (Sep 2023)**

(a) All actual and potential offerors are encouraged to provide feedback on the pre-award and debriefing processes, as applicable. Feedback may be provided to agencies up to 45 days after award. The feedback is anonymous, unless the participant self-identifies in the survey. Actual and potential offerors can participate in the survey by selecting the following link: https://www.acquisition.gov/360.

(b) The Contracting Officer will not review the information provided until after contract award and will not consider it in the award decision. The survey is voluntary and does not convey any protections, rights, or grounds for protest. It creates a way for actual and potential offerors to provide the Government constructive feedback about the pre-award and debriefing processes, as applicable, used for a specific acquisition.

(End of provision)

**52.204-90 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2025)**

(a) Definitions. As used in this provision—

"Covered telecommunications equipment or services," "reasonable inquiry," "roaming," "substantial or essential component," and "telecommunications equipment or services" have the meanings provided in the clause at FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) Representation. The Offeror represents that—

☐ (1) It **does** provide covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

☐ (2) It **does not** provide covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) Disclosure. If the Offeror checked paragraph (c)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(1) For covered equipment—

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) An explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition referenced in FAR 52.204-25.

(2) For covered services—

(i) If the service is related to item maintenance: A description of the item being maintained (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and

(iii) An explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition referenced in FAR 52.204-25.

(End of provision)

**52.209-5 Certification Regarding Responsibility Matters (Aug 2020) – DEVIATION (May 2026)**

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

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

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

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

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

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

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

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

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

*(2) Examples*.

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

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

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

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

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

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

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

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in

withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

(End of provision)

**52.209-7 Information Regarding Responsibility Matters (Oct 2018) – 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 (see 52.204-7).

(End of provision)

**52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016) – DEVIATION (May 2026)**

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

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

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

(b) The Offeror represents that–

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

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

(End of provision)

**52.209-13 Violation of Arms Control Treaties or Agreements – Certification (Nov 2021) – 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 there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless—

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

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

(i) Waived application under 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 it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

**52.219-1 Small Business Program Representations (Feb 2024) – DEVIATION (Jan 2026)**

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

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

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

(1)

(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran or;

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

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

*Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program* means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

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

*Service-disabled veteran-owned small business (SDVOSB) Program* means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

*Small business concern—*

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

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

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

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

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

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

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

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of

the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is **237110**.

(2) The small business size standard is **$45M**.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations.*

(1) The offeror represents as part of its offer that—

(i) it ☐ **is,** ☐ **is not** a small business concern; or

(ii) It ☐ **is,** ☐ **is not** a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ☐ **is,** ☐ **is not,** a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

(4) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program.* The offeror represents as part of its offer that it ☒ **is,** ☐ **is not** a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(5) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents as part of its offer that it ☐ **is,** ☐ **is not** a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]

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

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

(8) *SDVOSB joint venture eligible under the SDVOSB Program*. [*Complete only if the offeror represented itself as a SDVOSB concern in paragraph (c)(7) of this provision*]. The offeror represents as part of its offer that it ☐ **is,** ☐ **is not** a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture:*__.]

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

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

(ii) It ☐ **is,** ☐ **is not** a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) *Notice.* Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(1) Be punished by imposition of fine, imprisonment, or both;
(2) Be subject to administrative remedies, including suspension and debarment; and
(3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

**52.236-28 Preparation of Proposals – Construction (Oct 1997)**

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.

(End of provision)

**52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025) - DEVIATION (Mar 2026)**

*Commercial and Government Entity (CAGE) code* has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

*Common parent* means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

*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 52.204-91, Contractor Identification, of this solicitation.

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

(1) 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.

(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) *Taxpayer identification*. The Offeror shall provide with its offer the following information that is necessary 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 the implementing IRS regulations:

*(1) Taxpayer identification number (TIN)*

☐ TIN: _____;
☐ TIN has been applied for; or
☐ TIN is not required because:
☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government; or
☐ Offeror is an agency or instrumentality of the Federal Government.

*(2) Type of organization*

☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt);
☐ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4; or
☐ Other.

*(3) Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or

☐ Name and TIN of common parent:

Name: _____

TIN: _____

(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).
(d) Commercial and Government Entity (CAGE) code.

(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

| **If the Offeror is…** | **Then…** |
|---|---|
| Located in the United States or its outlying areas | Submit a request to the DLA CAGE Branch via https://cage.dla.mil |
| Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation | Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts) |
| Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation | Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx) |

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

(i) Its immediate owner(s), if any;
(ii) Its highest-level owner, if any; and
(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

| Owner Type | CAGE Code | Legal Business Name |
|---|---|---|
| Immediate owner | | |
| Highest-level owner | | |
| Predecessor* | | |

* Predecessor CAGE code may be marked "Unknown."

(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

## SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERS

**52.252-1 Provisions Incorporated by Reference (Feb 1998)**

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

(End of provision)

52.204-7 System for Award Management – Registration (Nov 2024) – DEVIATION (MAR 2026)
52.214-34 Submission of Offers in the English Language (Apr 1991)
52.214-35 Submission of Offers in U.S. Currency (Apr 1991)
52.215-1 Instructions to Offerors – Competitive Acquisition (Nov 2021) – DEVIATION*
52.225-10 Notice of Buy American Requirement – Construction Materials (May 2014)

**Provisions by Incorporated by Full Text:**

**52.216-1 Type of Contract (Apr 1984) – DEVIATION***

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

(End of provision)

**52.222-5 -- Construction Wage Rate Requirements—Secondary Site of the Work (May 2014)**

(a)
(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.
(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.
(b)
(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.
(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

**52.228-1 Bid Guarantee (Sep 1996)**

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.,* bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

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

(c) The amount of the bid guarantee shall be **20 percent** of the bid price or **$3,000,000.00**, whichever is less.

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

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

(End of provision)

**52.236-27 Site Visit (Construction) (Feb 1995)**

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

(b)An organized site visit has been scheduled for **Monday, July 27, 2026, at 1:00 p.m. MDT. Polebridge Ranger Station.**

(c)Participants will meet at the **Polebridge Ranger Station Area, 714 Glacier Drive, Polebridge, Montana 59928. If approaching from Columbia Falls, Montana, take the North Fork Road approximately 35 miles north, turn right at the Polebridge sign, turn left at the Polebridge Mercantile, and cross the river. Park near the Ranger Station. There is no cell service near Polebridge, so download directions for offline use.**

Polebridge Ranger Station · 714 Glacier Dr, Polebridge, MT 59928

(d)Please RSVP no later than **1:00 p.m. MDT on July 24, 2026,** by sending an email to stacy_vallie@ios.doi.gov, and carbon copy Kirby_Granite@nps.gov.

(End of provision)

**52.252-5 Authorized Deviations in Provisions (Nov 2020)**

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

(b) The use in this solicitation of any Department of Interior (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

***NOTE: The provision DEVIATION noted with an asterisk (*) is associated with the Revolutionary FAR Overhaul (RFO). Approval by the Department of the Interior is currently pending.***

**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)

**1452.233-2 Service of Protest Department of the Interior (Jul 1996) – DEVIATION (Jul 1996)**

(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 at Stacy_Vallie@ios.doi.gov by obtaining written and dated acknowledgment of receipt from Stacy Vallie, Contracting Officer.

(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:

Department of the Interior Assistant Solicitor
Acquisitions and Intellectual Property
1849 C Street, NW., Room 6511
Washington, DC 20240

(End of provision)

**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS:**

To ensure the timely and equitable evaluation of proposals, offerors shall follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, technical requirements, and evaluation factors. The offeror shall submit all information requested in this section of the Request for Proposal (RFP) by the exact time specified for receipt of proposals. Proposals received in response to this RFP will not be publicly opened. Failure to comply with any requirement may result in the offer being determined ineligible for award.

North American Industry Classification System (NAICS) code and small business size standard. The NAICS code for this acquisition is **237110** with a size standard of **$45 M**.

To be considered for award your company must obtain a Unique Entity Identifier (UEI). Your company must be registered in the System for Award Management (SAM) and be considered a small business for the size standard associated with the NAICS code stated above/utilized throughout this solicitation - this registration must have an "active" status in SAM, NO EXCEPTIONS, at the time of RFP close date - as well as, at the time of award and throughout the entire award/contract performance.

The direct SAM website for registration is https://sam.gov/. If you have any registration questions or need assistance, please call the SAM helpdesk. You may also receive assistance by contacting the Apex Accelerator nearest you on their website https://www.apexaccelerators.us/#/

Offerors shall submit, at a minimum, an offer that conforms to the solicitation documents. By submission of an offer, the offeror unconditionally assents to the terms and conditions in this solicitation and in any solicitation attachments. Proposals offering alternative stipulations to the requirements of this solicitation will not be considered or accepted.

In accordance with FAR 36.209, all firms, prime contractors or subconsultants, involved in developing the design or specifications for this construction solicitation are not eligible and prohibited from receiving any part of this construction award. Proposals from or containing firms under these circumstances will not be considered for award.

**A) OFFER DUE DATE:**

To be considered for award, all proposals for this solicitation must be received no later than the **date and time noted in Block 13a of the SF1442** unless changed by amendment. Offerors are responsible for submitting proposals to reach the Government office designated in the solicitation by the time specified in the solicitation. Offerors should consider and account for potential delays in transmissions between when an electronic submission is submitted and when an electronic submission is received. Late proposals will not be accepted.

**B) QUESTIONS:**

Contractor questions regarding this solicitation will be accepted in writing by emailing stacy_vallie@ios.doi.gov. All questions shall be received **no later than five business days prior to the RFP due date** to be considered.

**C) PREPARATION/SUBMISSION REQUIREMENTS:**

Offerors shall prepare proposals in accordance with the instructions contained in this section. The Government will evaluate proposals solely in accordance with the evaluation factors and subfactors set forth in Section M of this solicitation. Proposal submissions shall clearly demonstrate the Offeror's capabilities, experience, technical approach, and overall ability to successfully perform the requirements of this solicitation.

The proposal instructions contained in this section are intended to correspond directly to the evaluation factors identified in Section M. Offerors are responsible for submitting sufficiently detailed information to allow the Government to evaluate the proposal against all stated evaluation criteria. Failure to provide the requested information may result in the proposal being evaluated less favorably or determined unacceptable.

Where Section L references project relevance, similarity, scope, magnitude, complexity, performance quality, or performance risk, such terms shall have the same meaning and application as described in Section M and the Source Selection Plan (SSP). The Government will conduct a qualitative assessment using adjectival ratings and will not apply numerical scoring or undisclosed weighting methodologies.

In the event of any inconsistency between proposal preparation instructions and evaluation criteria. Section M shall govern the evaluation of proposals.

1. Proposals shall be submitted via email to the Contracting Officer at stacy_vallie@ios.doi.gov. Proposals submitted via any means other than email shall not be accepted.

2. The subject line for all proposal submissions shall contain the solicitation number and project name and volume number. Proposal shall be sent in two separate Volumes I and II.

    - Volume I – Non-Price Proposal (PDF format; Factors 1-5)
    - Volume II – Price Proposal (PDF format; Factor 6)

    Evaluation factors are as follows:

    - Factor 1 – Past Performance
    - Factor 2 – Project Experience
    - Factor 3 – Key Personnel Experience
    - Factor 4 – Schedule
    - Factor 5 – Safety
    - Factor 6 – Price

3. If either volume exceeds the email size limitation and must be submitted in multiple emails, Offerors shall clearly identify each email in the subject line (e.g., "1 of 3," "2 of 3," etc.). The total size of each email, including all attachments, shall not exceed 25 MB. Offerors are responsible for ensuring compliance with this limitation.

4. Proposal pages shall be formatted on 8½" x 11" paper. Foldout pages used exclusively for charts, tables, schedules, or diagrams may be submitted on pages not exceeding 11" x 17".

**D) PROPOSAL CONTENTS:**

**FACTOR 1 – PAST PERFORMANCE (not to exceed 10 pages):**

Offerors shall submit up to three (3) recent and relevant projects completed within the last five (5) years.

Projects should demonstrate successful performance on projects involving water system construction, rehabilitation, or replacement.

For each project provide:

- Project name and location
- Contract number (if applicable)
- Owner/customer
- Contract value
- Completion date
- Scope of work performed
- Offeror's role
- Customer point of contact
- CPARS, questionnaires, or other performance documentation

Projects submitted under this factor should be the same projects submitted under Factor 2 whenever possible.

If available, Offerors should submit CPARS evaluations in lieu of questionnaires.

Offerors shall also:

Complete Sections A and B of the Past Performance Questionnaire and forward the questionnaire to the client reference. The reference shall be someone who was substantially involved with the project and can provide a complete, objective assessment of your performance. Direct them to complete and submit the survey to stacy_vallie@ios.doi.gov by the due date and time for proposal receipt. Also include the complete questionnaires as part of Volume I.

Submit a narrative addressing any adverse past performance issues and corrective actions taken.

The Government may use information obtained from submitted references, CPARS, Government databases, or other sources.

If an Offeror does not possess recent or relevant past performance, the Offeror will receive a Neutral Confidence assessment and will not be evaluated favorably or unfavorably.

**NOTE:** The page limits for each factor exclude resumes, CPARS, questionnaires, schedules, and forms.

**FACTOR 2 – PROJECT EXPERIENCE (not to exceed 15 pages):**

Offerors shall submit up to three (3) recent and relevant projects completed within the past five (5) years.

Projects should demonstrate experience performing work similar to this project including:

- Water distribution systems
- Water storage tanks
- Infiltration galleries, wells, springs, or water source facilities
- Utility trenching and buried piping systems

- PLC, SCADA, controls, instrumentation, or monitoring systems
- Fiber optic utility installation
- Construction in remote locations

For each project provide:

- Project description
- Contract value
- Completion date
- Self-performed work
- Major subcontractors
- Similarities to this solicitation
- Technical challenges encountered and resolved

Projects valued approximately $1 million or greater will generally be considered most relevant, with greater consideration given to projects demonstrating similar scope, complexity, and technical requirements.

The Government prefers that Offerors submit the same projects under this factor as those submitted under Factor 1.

**FACTOR 3 – KEY PERSONNEL EXPERIENCE (not to exceed 10 pages):**

Offerors shall submit resumes and supporting experience information for the following proposed key personnel identified in Section H:

- Project Manager
- Superintendent
- On-Site Quality Control Supervisor
- On-Site Safety Supervisor

Resumes shall include:

- Relevant project experience
- Dates of experience
- Project descriptions
- Dollar value of projects
- Role performed
- Relevant licenses and/or certifications

At a minimum, proposed key personnel shall meet the following qualifications:

- Project Manager: Experience with managing construction projects valued at $1 million or greater, including experience managing water infrastructure construction projects.

- Superintendent: At least three years of experience supervising utility or water infrastructure construction projects of similar size and complexity.

- Quality Control Supervisor: At least three years of experience with construction quality control.

- On-Site Safety Supervisor: Experience implementing construction safety programs

**FACTOR 4 – SCHEDULE (not to exceed 10 pages):**

Offerors shall submit a proposed construction schedule specific to this project, demonstrating completion within the required period of performance. Proposed schedule shall consider all restrictions in accordance with the plans and specifications.

Offerors shall include sufficient detail to demonstrate logical sequencing of all major project activities, milestones, testing, commissioning, and project completion.

The schedule shall:

- Include a Gantt chart schedule generated by Microsoft Project or equivalent scheduling software.
- Assume a Notice to Proceed date of September 21, 2026
- Identify the critical path
- Include major milestones and phases
- Identify long lead items
- Include predecessor and successor relationships
- Account for restrictions identified in the plans and specifications
- Sequencing of infiltration gallery construction
- Water tank installation
- Water main and service installation
- Testing and commissioning
- Control system integration
- Fiber optic installation
- Winter conditions
- Utility locating and coordination
- Maintaining safe operations within Glacier National Park
- Visitor and employee interaction
- Environmental protection requirements

Offerors shall also submit a schedule narrative describing:

- Schedule logic
- Critical path activities
- Key assumptions and constraints
- Risk mitigation strategies
- Coordination and sequencing approach

**FACTOR 5 – SAFETY (not to exceed 10 pages):**

Offerors shall submit:

- An overview of the company safety program
- Project-specific safety procedures and risk mitigation measures
- OSHA citations for the last three (3) years
- EMR documentation from the insurance provider for the last three (3) years.
- Resume and certifications for the proposed On-Site Safety Supervisor

Provide a narrative describing:

- Excavation safety

- Trenching safety
- Heavy equipment operations
- Wildlife awareness
- Visitor protection
- Winter work safety
- Traffic control measures

**FACTOR 6 – PRICE:**

Offerors shall submit:

- A completed price schedule
- Supporting price breakdown information by CLIN
- Pricing for all base line items

i. FORMAT: Submit one (1) electronic copy in PDF format. No hard copies shall be submitted.

ii. ORGANIZATION: Combine all contents into one document package, titled "Volume II – Price Proposal."

Contents shall include the following:

a. Complete Solicitation Form SF1442 blocks 14 through 20c.

b. Acknowledgement of all solicitation amendments in block 19 of the SF1442 or sign the amendment SF30 and provide it with proposal package in this portion of their proposal.

c. Price: Provide pricing found in Section B - Price Schedule. Total price shall be cited and be the same amount list on Solicitation Form SF1442 in block 17. Round all pricing to the nearest dollar. Alternate pricing and alternate proposals will not be accepted. The resultant contract will be awarded as firm-fixed price (FFP). For price evaluation, submit a completed price schedule and a breakdown of all line items.

d. Completed Provisions 52.204-90, 52.209-5, 52.209-7, 52.209-11, 52.209-13, 52.219-1, 52.240-90 in SECTION K and others as applicable.

e. Offeror shall submit a Standard Form 24 in accordance with FAR 52.228-1 - Bid Guarantee (Sep 1996). The bid guarantee amount shall be at least 20 percent of the bid price but shall not exceed $3M.

f. Offeror shall submit a SAM.gov printout of their Representations and Certifications from http://www.sam.gov. SAM registration is required to have a status of "active" to receive an award of a contract. NOTE: Your company must be registered in the System for Award Management (SAM) and be considered a small business for the size standard associated with the NAICS code stated above/utilized throughout this solicitation - this registration must have an "active" status in SAM, NO EXCEPTIONS, at the time of RFP submission close date.

g. Completed Limitation on Subcontracting Report Template

**(END OF SECTION L)**

## SECTION M – EVALUATION FACTORS FOR AWARD

**Basis for Award:**

The Government intends to award one contract resulting from this solicitation to the responsible Offeror whose proposal represents the best overall value to the Government.

The Government will conduct a best-value tradeoff evaluation using an integrated assessment of each proposal's technical merits, performance risk, and proposed price.

The Government may determine that a proposal offering technical, management, or performance advantages warrants payment of a higher price, or that a lower-priced proposal represents the best overall value to the Government.

The Government will not use a mechanical scoring formula, numerical weighting methodology, or predetermined ranking system.

The Government intends to evaluate proposals and make award without discussions; however, the Government reserves the right to conduct discussions if determined necessary.

Adjectival ratings will be applied to the non-price evaluation factors.

Offeror narratives will be evaluated as to strengths, weaknesses, deficiencies, and deviations of each proposal in comparison to the RFP requirements.

- A *weakness* is a flaw in the proposal that increases the risk of unsuccessful contract performance.
- A *significant weakness* in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.
- A *deficiency* is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

The technical ratings below include the consideration of risk in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in an offeror's proposal. These ratings shall be used on all technical factors and sub-factors and sufficient documentation supporting these ratings shall be included with the ratings:

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

The Past Performance Evaluation will review all past performance information collected and determine the quality of the offeror's performance, general trends, and usefulness of the information, using confidence assessment ratings.

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

**Relative Importance of Evaluation Factors:**

All evaluation factors other than cost or price are approximately equal in importance and, when combined, are approximately equal to cost or price. The Government will conduct an integrated assessment and best-value tradeoff evaluation of proposals. The Government may elect to accept other than the lowest-priced proposal when the perceived benefits of a higher-rated proposal merit the additional cost.

Award will not be made using a mechanical scoring formula or numerical weighting methodology. Instead, the Government will use qualitative adjectival ratings supported by identified strengths, weaknesses, deficiencies, and performance risk assessments in determining which proposal represents the best value to the Government.

Offerors are reminded to include their best technical and price terms in their initial proposal and should not assume they will have an opportunity to participate in discussions or submit proposal revisions. The Government reserves the right to make award without discussions if doing so is determined to be in the Government's best interest.

The evaluation factors are:

1. Past Performance
2. Project Experience
3. Key Personnel Experience
4. Schedule
5. Safety
6. Price

**FACTOR 1: PAST PERFORMANCE:**

The Government will evaluate the quality of the Offeror’s past performance and the degree of confidence the Government has in the Offeror’s ability to successfully perform the requirements of this solicitation.

The evaluation will consider:

- Quality of prior contract performance
- Management effectiveness
- Timeliness of performance
- Cost control
- Regulatory compliance
- Safety performance
- Problem resolution
- Customer satisfaction

The Government will evaluate recency, relevance, and quality of performance information.

This factor will be evaluated on how well the Offeror performed on prior contracts and the associated performance risk.

If an Offeror does not possess recent or relevant past performance, the Offeror will receive a Neutral Confidence assessment and will not be evaluated favorably or unfavorably.

**NOTE:** The Government prefers that Offerors submit the same projects under this factor as those submitted under Factor 2 (Project Experience).

**FACTOR 2 – PROJECT EXPERIENCE:**

The Offeror shall provide project experience with up to three (3) recent and relevant projects completed within the past five (5) years.

The Government will evaluate the Offeror's demonstrated experience performing projects similar in scope, magnitude, complexity, and technical requirements to this solicitation.

The evaluation will focus on the similarity and relevance of the submitted projects to the work required under this solicitation, including:

- Scope and type of construction work performed;
- Project magnitude and dollar value;
- Complexity of construction activities;
- Phasing and scheduling constraints;
- Overall technical capability to successfully perform the required work;
- Degree of self-performance

Projects demonstrating a high degree of similarity to the requirements of this solicitation may provide the Government with increased confidence in the Offeror's likelihood of successful performance and may result in a more favorable evaluation. Greater consideration may be given to projects demonstrating the following experience:

- Water system construction or rehabilitation
- Water distribution systems
- Water storage tanks
- Infiltration galleries, wells, springs, or source development
- Utility trenching and underground infrastructure
- PLC, instrumentation, controls, or monitoring systems
- Fiber optic utility installation
- Remote project locations
- National Park, Federal, State, or municipal infrastructure projects

This factor will be evaluated on the relevance and technical similarity of prior projects and does not evaluate the quality of past contract performance, which is evaluated separately under Factor 1 (Past Performance).

The Offeror shall provide documentation including project scope, contract value, completion date, and the Offeror's role as the prime contractor for each submitted project example.

**NOTE:** It is the Government's preference that the same projects submitted under this factor also be submitted for evaluation under the Past Performance factor. Projects determined to be more relevant under this factor may receive greater weight in the Past Performance evaluation.

***The Government will evaluate the degree of relevance, similarity, and complexity of submitted projects, with greater consideration given to projects that exceed the minimum experience characteristics described above.***

***Failure to provide the requested project information, including project scope, contract value, completion date, and the Offeror's role as prime contractor, may adversely affect the Government's ability to evaluate the proposal and may result in a less favorable evaluation.***

**FACTOR 3 – KEY PERSONNEL EXPERIENCE:**

The Government will evaluate the qualifications, relevant experience, and technical capability of proposed key personnel to perform water infrastructure construction projects similar in scope, magnitude, complexity, and technical requirements to this solicitation, including water distribution systems, water source facilities, storage tanks, buried utilities, controls systems, and remote-site construction.

Greater consideration may be given to key personnel demonstrating experience on projects similar in scope, complexity, technical requirements, and operating conditions to this solicitation. Experience performing work in remote locations, national parks, environmentally sensitive areas, or active public-use areas may be evaluated more favorably.

The Government will evaluate the proposed personnel's management capability, technical expertise, coordination and communication skills, problem-solving ability, quality control experience, and safety management experience to assess the likelihood of successful contract performance and the degree of performance risk associated with the proposal.

At a minimum, proposed key personnel shall meet the following qualifications:

- Project Manager: Experience managing construction projects valued at $1 million or greater, including experience managing water infrastructure construction projects.

- Superintendent: At least three years of experience supervising utility or water infrastructure construction projects of similar size and complexity.

- Quality Control Supervisor: At least three years of experience with construction quality control.

- On-Site Safety Supervisor: Experience implementing construction safety programs

***Failure to demonstrate the minimum qualifications identified above may reduce the Government's confidence in the Offeror's ability to successfully perform the work and may result in a less favorable evaluation under this factor.***

**FACTOR 4 – SCHEDULE:**

The Construction Schedule will be evaluated to assess the Offeror's planning, coordination, scheduling, sequencing, and reporting approach for execution of the work. The schedule shall demonstrate the Offeror's ability to effectively manage contract performance, monitor progress, coordinate activities, evaluate changes, and support progress payment administration. The schedule shall incorporate contract dates, project phases, milestones, occupancies, holidays, weather considerations, critical path activities, and applicable requirements of the plans and specifications.

At a minimum, the proposed construction schedule shall:

- Identify the critical path;
- Identify major milestones and phases;
- Identify long lead procurement items;
- Include logical predecessor and successor relationships; and
- Demonstrate completion within the required period of performance.

The Government will evaluate the schedule based on the Offeror's demonstrated understanding of project requirements, feasibility of the schedule, sequencing of work, testing and commissioning approach, management of winter conditions,

management of remote logistics, coordination with park operations, visitor and employee protection, and environmental compliance.

Schedules that fail to include these minimum elements may be evaluated as higher performance risk.

The Government will evaluate:

- Realism and feasibility of the schedule
- Logical sequencing and critical path development
- Procurement and long-lead item planning
- Coordination with park operations and project constraints
- Risk mitigation and ability to complete within the required period of performance

***Schedules demonstrating a comprehensive, realistic, and well-coordinated approach to project execution may be evaluated more favorably as presenting lower performance risk and a greater likelihood of successful contract performance. Conversely, schedules that do not adequately demonstrate these attributes may be evaluated less favorably due to increased performance risk.***

**FACTOR 5 - SAFETY:**

Safety information will be evaluated based on the Offeror's demonstrated understanding of project-specific safety risks, the effectiveness of proposed risk mitigation measures, the quality and comprehensiveness of the Offeror's safety program, and the qualifications and capabilities of proposed safety personnel. Greater consideration may be given to submissions that demonstrate a thorough and project-specific approach to safety planning and hazard mitigation. The Government will consider OSHA citation history, EMR values, safety program effectiveness, project-specific hazard mitigation measures, and the qualifications of proposed safety personnel.

Greater consideration may be given to proposals demonstrating effective mitigation of excavation hazards, trenching operations, remote logistics, wildlife interactions, winter construction conditions, and visitor protection requirements, protection of existing utilities and water system operations.

The Government will evaluate the effectiveness of the Offeror's safety program, relevance of project-specific safety measures, EMR history, OSHA history, and the extent to which the proposal demonstrates an understanding of project-specific safety risks, including:

- EMR
- OSHA history
- Safety program effectiveness
- Excavation and trenching safety
- Visitor protection measures
- Wildlife safety measures
- Traffic control
- Winter operations safety
- Likelihood that the Offeror can safely perform the work.

***Failure to submit the required information as stated above, such as OSHA, EMR and safety qualification documentation may result in a less favorable evaluation under this factor.***

**FACTOR 6 - PRICE:**

The Government will evaluate price for completeness, reasonableness, and balance. Price reasonableness may be evaluated using one or more price analysis techniques described in FAR 15.404-1(b), including comparison of proposed

prices to each other and to the Independent Government Estimate, historical pricing information, and any other price analysis techniques deemed appropriate by the Government.

Proposed pricing that differs significantly from competing offers or the IGE may be evaluated to assess the Offeror's understanding of the contract requirements and the potential performance risk associated with the proposal.

If the price schedule includes multiple Contract Line-Item Numbers (CLINs), the Government may evaluate whether proposed pricing is balanced among CLINs and reflects a reasonable relationship between proposed prices and the work to be performed in accordance with FAR 15.404-1(g). Unbalanced pricing may be considered in the Government's assessment of proposal risk and award decision.

The Government reserves the right to evaluate whether proposed pricing reflects a clear understanding of the solicitation requirements and presents an acceptable level of performance risk.

***Failure to submit pricing for all base CLINs, including any required CLIN breakdowns, may render the proposal ineligible for award because the Government may be unable to evaluate the proposal's total price.***

**(END OF SECTION M)**

**END OF SOLICITATION**