SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
	140L3726R0002	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	06/26/2026	1		39

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	0044040237	

7. ISSUED BY CODE LFA	8. ADDRESS OFFER TO
BLM FA-NTL INTRAGCY FIRE CTR(FA250) 3833 S. DEVELOPMENT AVE. BOISE ID 83705	DOI WFP NIFC Contracting C/O Matt Steele 3833 S Development Ave Boise ID 83705

9. FOR INFORMATION CALL	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Matthew Steele	2083875130

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)*

NIFC 410A Lighting-Drawings
NIFC 410A Lighting-Specifications
Wage Determination-ID20260104 05/18/2026

Note:
Contract period of performance and construction period will be calculated from date of award for the stated construction days taking into account any site restrictions stated in the solicitation. (Period of Performance shown on solicitation is system generated).

Contact Contracting Officer by email if you plan on attending the scheduled site visit.

11. The contractor shall begin performance within 10 calendar days and complete it within 220 calendar days after receiving

☒ award, ☐ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** _____ ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	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 1000 ***(hour)*** local time 07/28/2026 (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 90 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)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*
CODE FACILITY CODE	

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 LFA BLM FA-NTL INTRAGCY FIRE CTR(FA250) 3833 S. DEVELOPMENT AVE. BOISE ID 83705		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)* Matthew Steele	
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)
	Delivery: 11/15/2026 Delivery Location Code: 0011276364 BLM-FA NATIONAL INTERAGENCY FIRE CE 3833 S DEVELOPMENT AVE BOISE ID 83705 US Period of Performance: 05/01/2026 to 11/15/2026				
00010	NIFC 410A ITS lighting Product/Service Code: Z2AA Product/Service Description: REPAIR OR ALTERATION OF OFFICE BUILDINGS				

140L3726R0002
NIFC 410A-ITS Lighting Replace

SOLICITATION FOR:

Construction
Firm Fixed Priced (FFP)
Single Award Contract

NAICS: 236220, Commercial and Institutional Building Construction
SIZE STANDARD: $45.0M
SET-ASIDE: Total Small Business
SITE VISIT DATE: July 7, 2026, at 10 AM MT
QUESTIONS DUE DATE: July 14, 2026, at 10 AM MT
MAGNITUDE: Below $500k

Table of Contents

SECTION A: SOLICITATION / CONTRACT FORM 6
SECTION B: BID SCHEDULE 7
SECTION C: SPECIFICATIONS/DRAWINGS 8
SECTION D: PACKAGING AND MARKING 9
SECTION E: INSPECTION AND ACCEPTANCE 10
SECTION F: DELIVERIES OR PERFORMANCE 11
SECTION G: CONTRACT ADMINISTRATION DATA 12
SECTION H: SPECIAL CONTRACT REQUIREMENTS 15
SECTION I: CONTRACT CLAUSES 17
SECTION J: LIST OF ATTACHMENTS 30
SECTION K: REPRESENTATIONS, CERTIFCATIONS, AND OTHER STATEMENTS OF OFFERORS 31
SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS 33
SECTION M: EVALUATION FACTORS FOR AWARD 38

PART I – THE SCHEDULE

SECTION A: SOLICITATION / CONTRACT FORM

Standard Form (SF) 1442 - Solicitation, Offer, and Award, or as amended.

(END OF SECTION)

SECTION B: BID SCHEDULE

CONTRACT PRICE SCHEDULE

Offerors are required to submit an offer that conforms to the solicitation documents with pricing for line items. Failure to do so may render the proposal unacceptable. Offerors shall submit: 1) SF1442 – insert total price into block 17 and include all options (if included in solicitation), 2) a completed supplemental price breakout (see attachments).

(END OF SECTION)

SECTION C: SPECIFICATIONS/DRAWINGS

Specifications and drawings are attached in section J and incorporated herein by reference.

(END OF SECTION)

SECTION D: PACKAGING AND MARKING

Not Applicable.

(END OF SECTION)

SECTION E: INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

Clause	Title	Date
52.246-12	Inspection of Construction	August 1996

(END OF SECTION)

SECTION F: DELIVERIES OR PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE

Clause	Title	Date
52.236-15	Schedules for Construction Contracts	RFO DEVIATION
52.242-14	Suspension of Work	April 1984

(END OF SECTION)

SECTION G: CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY FULL TEXT

DIARS 1452.201-70 AUTHORITIES AND DELEGATIONS (September 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)

G-1 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM

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 a)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.

G-2 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP)

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

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

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice*:*

1. Invoice date and Government Contract Number
2. Billing period specified with beginning and ending dates. The beginning date must not be later than the completion date or within any previous billing dates.
3. The accounting must follow the approved schedule of values as described in the specification attachment.
4. Total amount due for the billing period
5. Certification of Progress Payment
6. ***Payrolls (Mail weekly)***
7. Substantiation of Subcontractor Payment
8. Limitations on Subcontracting Worksheet with final payment request
9. 52.223-9 Certification with final payment request.
10. A Release of Claims (See 1452.204-70) with a request for final payment.

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

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

G-3 LOCAL INTERNET PAYMENT PLATFORM (IPP) HOTLINE

To check payment status, contact the Payment Hotline at 877-480-9724 or 303-236-2850. You will need to leave a message with the following information:

1. Company Name
2. Contract Number
3. Invoice Number
4. Invoice Amount
5. A brief description of why you are calling
6. Your contact information

If you do not receive a callback from the Payment Hotline within 72 hours, please contact the Contract Officer with the day and time you contacted the Payment Hotline.

G-4 GOVERNMENT POINTS OF CONTACT

Contracting Officer (Primary POC)
Matt Steele
matthew_steele@ios.doi.gov
Department of Interior
Supporting the Wildland Fire Program
3833 S Development Ave
Boise, ID 83705

G-5 CONSTRUCTION CONTRACT ADMINISTRATION

RFO FAR 36.101-4 requires that agencies provide descriptions of policies and procedures that apply to the definitization of equitable adjustments for change orders under construction contracts. Data on the time required to definitize equitable adjustments for change orders can be found at: https://www.doi.gov/pam/acquisition/policy/constructioncontract.

(END OF SECTION)

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H-1 WORK HOURS

The performance period established for this contract is based upon all work being conducted during regular working hours between 8:00am and 4:30pm, Monday through Friday, excluding government holidays. If the contractor desires to carry on work outside regular hours (Saturdays, Sundays, government holidays), a written request must be submitted to the contracting officer in sufficient time allow satisfactory arrangements to be made by the government for access to the work site and inspection.

H-2 DRAWINGS

(a) Reference scope of work.

(b) Typical Drawings. Any drawings titled typical are general only and dimensions of each structure will be fixed by the contracting officer to adapt the design to existing conditions at the structure location.

(c) Reduced Size Drawings. Any drawings identified as "REDUCED SIZE DRAWINGS" appearing in the solicitation are photographically reduced in size. Accordingly, measurements and dimensions should not be taken or be based on any numerical scales shown. Prospective offerors desiring to review a copy of the full-size drawings may contact the primary contracting office point-of-contact contracting identified in the solicitation.

H-3 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

(a) The Historic and Archeological Data Preservation Act of 1974, provides for the preservation of historical and archeological data that might otherwise be lost as the result of alterations to the terrain caused by a federal or federally licensed activity or program.

(b) If, in connection with operations under this contract, the contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any possible historical or archeological data, objects or sites of cultural value on the project area, such as historical ruins, graves or grave markers, fossils, or artifacts, the contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the contracting officer in writing, giving the location and nature of the findings. No objects of cultural resource value may be removed.

(c) Where appropriate by reason of discovery, the contracting officer may order delays in the time of performance and/or changes in the work. If such delays and/or changes are ordered, the time of performance and contract price shall be adjusted in accordance with the Changes clause.

(d) The contractor will be responsible for protecting the cultural resources within the affected area from damage. In addition, the contractor will be liable for all damage to the identified cultural resources caused by their actions or the actions of their agents or representatives. The contractor shall immediately notify the contracting officer or his representative if any damage occurs to any cultural resource and immediately suspend work in the area in which damage has occurred until authorized to proceed.

H-4 SAFETY AND QUALITY CONTROL PLAN

Within 10-days following contract award, the contractor must provide effective quality control and safety plans for acceptance by the government.

H-5 FEDERAL HOLIDAYS

The following federal holidays are observed, to include those proclaimed by executive order:

New Year's Day	Juneteenth Day	Veterans' Day
Martin Luther King, Jr. Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Christmas Day
Memorial Day	Columbus Day	

H-6 LIMITATIONS ON SUBCONTRACTING REPORTING

In accordance with RFO 52.219-14 Limitations on Subcontracting, the prime contractor must perform at least **15%** of the cost of the contract, excluding the cost of materials with its own employees and employees of a similarly situated subcontractor. A similarly situated subcontractor is a small business concern subcontractor that is a participant of the same SBA program that qualified the prime

contractor as an eligible offeror and awardee of the contract. The contractor is responsible for ensuring compliance with the Limitations on Subcontracting clause.

At the conclusion of the period of performance and prior to final payment, the contractor shall submit a limitations on subcontracting report directly to the contracting officer. The following information is required as part of the report:
1) The total amount paid to the prime during the performance period broken out by labor and materials
2) List of similarly situated subcontractors and the amounts paid to each during the performance period broken out by labor and materials
3) List of any other subcontractors and the amounts paid to each during the performance period broken out by labor and materials

If the contracting officer review of the report finds that the contractor is not in compliance for the period of performance, the contractor will be notified in writing. Penalties for failure to comply are described in 13 CFR 125.6(h) which states:
Whoever violates the requirements set forth in paragraph (a) of this section shall be subject to the penalties prescribed in 15 U.S.C. 645(d), except that the fine shall be treated as the greater of $500,000 or the dollar amount spent, in excess of permitted levels, by the entity on subcontractors. A party's failure to comply with the spirit and intent of a subcontract with a similarly situated entity may be considered a basis for debarment on the grounds, including but not limited to, that the parties have violated the terms of a government contract or subcontract pursuant to FAR 9.406-2(b)(1)(i) (48 CFR 9.406-2(b)(1)(i)).

(END OF SECTION & PART I)

PART II – CONTRACT CLAUSES

SECTION I: CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

Clause	Title	Date
52.202-1	Definitions	June 2020
52.203-3	Gratuities	April 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	June 2020
52.203-7	Anti-Kickback Procedures	June 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	June 2020
52.203-17	Contractor Employee Whistleblower Rights	Nov 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	January 2017
52.204-9	Personal Identity Verification of Contractor Personnel	January 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	RFO DEVIATION
52.204-13	System for Award Management Maintenance	RFO DEVIATION
52.204-19	Incorporation by Reference of Representations and Certifications	December 2014
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	*January 2025*
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	*November 2015*
52.215-2	Audit and Records – Negotiation	*June 2020*
52.215-8	Order of Precedence – Uniform Contract Format	*October 1997*
52.215-21, Alt III	Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data – Modifications	*November 2021 October 1997*
52.219-6	Notice of Total Small Business Set Aside	RFO DEVIATION
52.219-8	Utilization of Small Business Concerns	RFO DEVIATION
52.219-28	Post-Award Small Business Program Representation	RFO DEVIATION
52.222-3	Convict Labor	*June 2003*
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	*May 2018*
52.222-6	Construction Wage Requirements	*August 2018 (DEVIATION Feb 2025)*
52.222-7	Withholding of Funds	*May 2014*
52.222-8	Payrolls and Basic Records	*July 2021*
52.222-10	Compliance with Copeland Act Requirements	*February 1988*
52.222-11	Subcontracts (Labor Standards)	*May 2014 (DEVIATION Feb 2025)*
52.222-12	Contract Termination-Debarment	May 2014 (DEVIATION Feb 2025)
52.222-13	Compliance with Construction Wage Rate Requirements and Related Act Regulations	May 2014
52.222-14	Disputes Concerning Labor Standards	*February 1988*
52.222-15	Certification of Eligibility	May 2014
52.222-35	Equal Opportunity for Veterans	*June 2020*
52.222-36	Equal Opportunity for Workers with Disabilities	*June 2020*

52.222-37	Employment Reports Veterans	*June 2020*
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	*December 2010*
52.222-50	Combating Trafficking in Persons	*October 2025*
52.222-54	Employment Eligibility Verification	*January 2025*
52.222-62	Paid Sick Leave Under Executive Order 13706	*January 2022*
52.222-90	Addressing DEI Discrimination by Federal Contractors	*April 2026*
52.223-5	Pollution Prevention and Right-to-Know Information	May 2024
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	June 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	June 2020
52.227-4	Patent Indemnity – Construction Contracts	December 2007
52.227-17	Rights in Data – Special Works	December 2007
52.228-2	Additional Bond Security	October 1997
52.228-5	Insurance – Work on a Government Installation	January 1997
52.228-12	Prospective Subcontractor Requests for Bonds	December 2022
52.228-14	Irrevocable Letter of Credit	November 2014
52.229-3	Federal, State and Local Taxes	RFO DEVIATION
52.232-5	Payments under Fixed-Price Construction Contracts	May 2014
52.232-17	Interest	May 2014
52.232-23	Assignment of Claims	May 2014
52.232-27	Prompt Payment for Construction Contracts	January 2017
52.232-33	Payment by Electronic Funds Transfer-- System for Award Management	October 2018
52.232-39	Unenforceability of Unauthorized Obligations	June 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	March 2023
52.233-1, Alt 1	Disputes	*May 2014* *December 1991*
52.233-3	Protest After Award	*August 1996*
52.233-4	Applicable Law for Breach of Contract Claim	*October 2004*
52.236-2	Differing Site Conditions	RFO DEVIATION
52.236-3	Site Investigation and Conditions Affecting the Work	RFO DEVIATION
52.236-5	Material and Workmanship	RFO DEVIATION
52.236-6	Superintendence by the Contractor	RFO DEVIATION
52.236-7	Permits and Responsibilities	RFO DEVIATION
52.236-8	Other Contracts	RFO DEVIATION
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	RFO DEVIATION
52.236-10	Operations and Storage Areas	RFO DEVIATION
52.236-11	Use and Possession Prior to Completion	RFO DEVIATION
52.236-12	Cleaning Up	RFO DEVIATION
52.236-13	Accident Prevention	RFO DEVIATION
52.236-14	Availability and Use of Utility Services	RFO DEVIATION
52.236-17	Layout of Work	RFO DEVIATION
52.236-21, Alt I	Specifications and Drawings for Construction	RFO DEVIATION
52.242-13	Bankruptcy	July 1995
52.242-14	Suspension of Work	April 1984

52.243-4	Changes	RFO DEVIATION
52.244-6	Subcontracts for Commercial Products and Commercial Services	*February 2024 DEVIATION February 2025*
52.245-1	Government Property	September 2021
52.245-9	Use and Charges	April 2012
52.246-21	Warranty of Construction	March 1994
52.248-3	Value Engineering – Construction	October 2025
52.249-2, Alt I	Termination for Convenience of the Government (Fixed-Price)	April 2012 September 1996
52.249-10, Alt I	Default (Fixed-Price Construction)	April 1984
52.253-1	Computer Generated Forms	RFO DEVIATION
DIAR 1452.203-70	Restrictions on Endorsements – Department of the Interior	July 1996
DIAR 1452.204-70	Release of Claims – Department of the Interior	July 1996
DIAR 1452.215-70	Examination of Records – Department of the Interior	April 1984
DIAR 1452.236-70	Prohibition Against Use of Lead-Based Paint – Department of the Interior	July 1996
DIAR 1452.237-70	Information Collection – Department of the Interior	July 1996

CLAUSES INCORPORATED BY FULL TEXT

52.219-14 LIMITATIONS ON SUBCONTRACTING (RFO DEVIATION)

(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 sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; 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) 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

X□ 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.

52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026. ***DEVIATION (OCT 2023 SEE DOI-AAAP-0194 v01)***

As prescribed in 22.1906, insert the following clause:

(a) Definitions. As used in this clause—

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*).

Worker –

(1)

(i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and-

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

(i) A worker performs *on* a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs in connection with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) Executive Order Minimum wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90-days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on https://www.sam.gov (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)

(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining

agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition-

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to-

(i) Contracts or subcontracts to which the States of Texas, Louisiana, or Mississippi, including their agencies, are a party;

(ii) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(iii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a);

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b); and

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is

corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SEVICE AND CONSTRUCTION CONTRACTS *(MAY 2024) (DEVIATION FEBRUARY 2025)*

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

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 4270.2)

USDA-designated product category means a generic grouping of products that are or can be made with biobased materials—

(1)That are listed by USDA in a procurement guideline available at https://www.biopreferred.gov/resources/categories.html; and
(2)For which USDA has provided purchasing recommendations (available at *https://www.biopreferred.gov* or 7 CFR part 4270).

(b)The Contractor shall report to *https://www.sam.gov,* with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(c)Submit this report no later than—

(1)October 31 of each year during contract performance; and
(2)At the end of contract performance.

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY *DATA (FEB 2021) ALTERNATE I (JULY 1995)*

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No.313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert *None*)	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No.313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No.313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No.313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

Alternate I (July 1995). Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No.313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

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 with final payment request.

52.223-23 SUSTAINABLE PRODUCTS AND SERVICES *(MAY 2024) (DEVIATION FEB 2025)*

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

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 3201.2).

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. (42 U.S.C. 6903).

Sustainable products and services means

(i)Products containing recovered material designated by the U.S. Environmental Protection Agency (EPA) under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(ii)Energy- and water-efficient products that are ENERGY STAR® certified or Federal Energy Management Program (FEMP)-designated products (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products and https://www.energystar.gov/products?s=mega).

(iii)Biobased products meeting the content requirement of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov).

(iv)Acceptable chemicals, products, and manufacturing processes listed under EPA's Significant New Alternatives Policy (SNAP) program, which ensures a safe and smooth transition away from substances that contribute to the depletion of stratospheric ozone (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap).

(b)*Requirements*.

(1)The sustainable products and services, including the purchasing program and type of product or service, that are applicable to this contract, and any products or services that are not subject to this clause, will be set forth in the statement of work or elsewhere in the contract.

(2)The Contractor shall ensure that the sustainable products and services required by this contract are—

(i)Delivered to the Government;

(ii)Furnished for use by the Government;

(iii)Incorporated into the construction of a public building or public work; and

(iv)Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract (versus costs which are normally applied to the Contractor's general and administrative expenses or indirect costs). This includes services performed by contractors performing management and operation of Government-owned facilities to the same extent that, at the time of award, an agency would be required to comply if an agency operated or supported the facility.

(c)*Resource.* The Green Procurement Compilation (GPC) available at https://sftool.gov/greenprocurement provides a comprehensive list of sustainable products and services and sustainable acquisition guidance. The Contractor should review the GPC when determining which [statutory] purchasing programs apply to a specific product or service.

52.225-9 BUY AMERICAN - CONSTRUCTION MATERIALS *(October 2022)*

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

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means—

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

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

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

Foreign construction material means a construction material other than a domestic construction material.

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

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

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

"United States" means the 50 States, the District of Columbia, and outlying areas.

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

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows: **none**

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material

subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute. (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;
(B) Unit of measure;
(C) Quantity;
(D) Price;
(E) Time of delivery or availability;
(F) Location of the construction project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
Item1:			
Foreign construction material			
Domestic construction material			
Item2:			
Foreign construction material			
Domestic construction material			
[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*]. [*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*] [*Include other applicable supporting information.*]			

52.228-11 INDIVIDUAL SURETY - PLEDGE OF ASSETS (FEB 2021) (DEVIATION MAY 2023 SEE DOI-AAAP-0165, V02)

(a) The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond—

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2) Standard Form 28, Affidavit of Individual Surety **[, except that the words "being duly sworn, depose and say" on the Standard Form 28 are replaced with the word "affirm" and the Standard Form 28 is not required to be sworn and notarized in block 12].**

(b) The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—

(1) *Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 (40 U.S.C. 3131)*. Until completion of any warranty period, or for 1 year following final payment, whichever is later.

(2) *Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1))*. For the full contract performance period plus 1 year.

(3) *Other contracts not subject to the requirements of paragraph (b)(1) of this clause*. Until completion of any warranty period, or for 90-days following final payment, whichever is later.

(c) A surety's assets pledged in support of a payment bond may be released to a Subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the Subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—

(1) *Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 which require performance and payment bonds (40 U.S.C. 3131)*. For 1-year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.

(2) *Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1))*. For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90-days following final payment.

(d) The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020) (DEVIATION MAY 2023 See DOI-AAAP-0165, V02)

Definitions. As used in this clause-

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful Offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25 **[, except that a seal is not required])**. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25A **[, except that a seal is not required]**). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

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

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

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

U.S. Department of the Treasury,

Financial Management,

Service Surety Bond Branch,

3700 East West Highway,

Room 6 F01,

Hyattsville, MD 20782.

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (February 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://acquisition.gov/far/index.html.

This solicitation uses Revolutionary FAR Overhaul (RFO) clauses. The full text of RFO clauses may be accessed electronically at: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSE (November 2020)

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

DIARS 1452.228-70 LIABILITY INSURANCE - DEPARTMENT OF THE INTERIOR (July 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:

Workers' Compensation and Employer's Liability - **$100,000**
General Liability - **$500,000**
Automobile Liability:
$200,000 per person
$500,000 per occurrence for bodily injury
$20,000 per occurrence 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 SECTION & PART II)

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

Number	Description	Number of Pages
1	NIFC 410A Lighting-Drawings	28
2	NIFC 410A Lighting-Specifications	393
3	Wage Determination-ID20260104 05/18/2026	4
4	NIFC 410A Lighting-Bid Schedule	1
5*	SF1442 Completion Instructions	3

*Document will not be incorporated in the subsequent contract award.

Construction wage rate requirements are applicable to this project. Current prevailing wage determination(s) at time of issuance of solicitation are included in this Section. Applicable wage rates can be found at sam.gov.

(END OF SECTION & PART III)

PART IV – REPRESENTATIONS AND INSTRUCTIONS

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

SECTION K: REPRESENTATIONS, CERTIFCATIONS, AND OTHER STATEMENTS OF OFFERORS

PROVISIONS INCORPORATED BY REFERENCE

Clause	Title	Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements – Representation	January 2017
52.223-1	Biobased Product Certification	May 2024 (DEVIATION Feb 2025)

PROVISIONS INCORPORATED BY FULL TEXT

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS *(October 2018)*

(a) *Definitions*. As used in this provision—
"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding 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 database via https://www.sam.gov (see 52.204-7).

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION *(November 2021)*

(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 SECTION)

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

PROVISIONS INCORPORATED BY REFERENCE

Clause	Title	Date
52.204-7	System for Award Management - Registration	RFO DEVIATION
52.215-1	Instructions to Offerors – Competitive Acquisition	*November 2021*
52.228-17	Individual Surety – Pledge of Assets (Bid Guarantee)	February 2021
DIAR 1452.215-71	Use and Disclosure of Proposal Information – Department of the Interior	April 1984

PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT *(April 1984)*

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

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.

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

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

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

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer

that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—
(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
(ii) May be accepted if revised during negotiations.

52.228-1 BID GUARANTEE (September 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%** of the bid price or $3,000,000, whichever is less.
d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.)

52.233-2 SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR – *(September 2006) (DOI DEVIATION)*

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Bureau of Land Management, BC-664. Building 85, Denver Federal Center P.O. Box 25047 Denver, CO 80225-0047.

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

52.252-1 SOLICITATIONS PROVISIONS INCORPORATED BY REFERENCE (February 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://acquisition.gov/far/index.html.

This solicitation uses Revolutionary FAR Overhaul (RFO) provisions. The full text of RFO provisions may be accessed electronically at: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52.

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (November 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation as indicated by the addition of "(DEVIATION)" after the date of the provision.
(b) The use in this solicitation of any Department of Interior Acquisition Regulation Supplement (DIARS) (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(END OF PROVISIONS)

L-1 RESTRICTIONS ON CONTACTS

Beginning upon release of the request for proposal (RFP) through contract award, contacting government employees who may be associated with this work by participating offerors on the subject of this RFP is inappropriate. Offerors for this RFP, including subcontractors and teammates, shall not attempt such contacts during this period. **All correspondence shall be routed only through the Government Point(s) of Contact listed in G4.**

L-2 SITE VISIT

Offerors are urged to inspect the site where the work will be performed. An organized site visit has been scheduled for –

Date:	July 7, 2026
Time:	10 AM Mountain Time
Meeting Place:	Building 415 MNT Conference Room
Special Instructions:	Facility is located on the National Interagency Fire Center (NIFC) at 3833 S Development Ave, Boise, ID 83705 RSVP your intent to attend scheduled site visit to the Contracting Officer
Point of Contact for Site	Matt Steele
Role/Title:	Contracting Officer
Phone:	(208) 387-5130
Email:	matthew_steele@ios.doi.gov

L-3 SUBMITTAL OF QUESTIONS

Offeror is to consolidate questions related to the solicitation and/or site visit and submit as a request for information (RFI) in a formatted Microsoft Word document. RFI is to be emailed as an editable attachment to the contracting point of contact listed, Matt Steele shown on the first page of this document. Email shall include the solicitation number and title in the subject line. The government will only consider and respond to written RFIs. Responses to RFIs will be posted as an amendment to the solicitation on sam.gov. RFIs must be submitted by the due date indicated on the first page of this document.

L-4 PERFORMANCE AND PAYMENT BONDS

The successful offeror shall submit appropriate performance and payment bonds within 10 days IAW FAR 52.228-1, or the offeror will forfeit the award and is liable for any cost of acquiring the work that exceeds the amount of its proposal. Performance and payment bonds shall be submitted on GSA forms SF25 and SF25A respectively.

L-5 SUPPLEMENTAL INSTRUCTIONS – PREPARATION OF PROPOSAL - COMPETITIVE ACQUISTION

(a) The following proposal preparation instructions are in addition to the above, 52.215-01, *Instructions to Offerors-Competitive Acquisition*, Section M, *Evaluation Factors for Award*, and 52.236-28, *Preparation of Proposals – Construction*.

(b) General

(1) The Bureau of Land Management (BLM) intends to conduct this acquisition by use of competitive source selection procedures in accordance with provisions set forth in the request for proposal (RFP) and FAR Part 15. The government intends to award a single contract to the offeror submitting a proposal under the lowest price technically acceptable source selection process defined in FAR Part 15.

(2) The government will not award any contract if the resulting contract would not represent a "best value" to the government using the lowest price technically acceptable procedures as required by the Federal Acquisition Regulations (FAR).

(3) To assure timely and equitable evaluation of proposals, offerors are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete proposal. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and those identified as evaluation factors and sub-factors. Failure to furnish a complete proposal, at the time of submission, may result in the proposal being unacceptable to the government and eliminated from consideration for award.

(4) Offerors are cautioned to submit adequate information to enable the government to fully ascertain each offeror's capability to perform the requirements in accordance with section M of this solicitation. Commitments made in proposals may become a part of the resultant contract.

(5) The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists, no additional cost information will be requested and certification under FAR 15.406-2 will not be required. However, if at any time during this competition, the contracting officer determines that adequate price competition no longer exists, offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price.

(6) By submission of an offer, the offeror accepts all solicitation requirements to include terms, conditions, and technical requirements. If an offeror believes that requirements in these instructions contain an error, omission, or are otherwise flawed, the offeror shall immediately notify the contracting officer and contract specialist in writing (via email) with supporting rationale by the RFI due date indicated on the first page of this document.

(7) This RFP does not commit the government to any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to this solicitation. Note specifically that the offeror will **not** be participating in a sealed bid procurement process under this acquisition method. Issuance of this RFP does not constitute an award commitment on the part of the government.

(8) A proposal that is orderly and sufficiently documented will enable the government to perform a thorough and fair evaluation. Proposals that fail to address any of the evaluation criteria may be deemed incomplete, and the proposal may be removed from further consideration.

(9) Offerors are advised that the government intends to award without discussions but reserves the right to hold discussions if determined necessary. Therefore, **proposals should be submitted initially on the most favorable terms from a price standpoint. Offerors should not assume they will be contacted or afforded an opportunity to clarify, discuss or revise their proposals.**

(10) Proposals must set forth full, accurate, and complete information as required by this RFP, (including attachments), if applicable. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

(11) Proposal must be valid for a **minimum of 90 days**.

(12) Offerors must complete a profile in the System for Award Management (SAM) at https://www.sam.gov/portal/public/SAM/ (previously ORCA and CCR). The government will obtain offerors' representations and certifications through this system.

(13) Electronic volumes must be separate.

(14) Interchangeable Words: The following roles/words denote different legal terms and ramifications: contractor, offeror, firm and company, however for the purpose of this solicitation they are used interchangeably. In addition, the word "requirement" can be used interchangeably to mean one, a combination, or all of the following: 1) scope of work, 2) specifications, 3) plans, 4) project and 5) solicitation.

(15) Alternate proposals are not authorized and will not be accepted.

(16) Award is subject to and based on the availability of funds. This project is currently funded based on an independent cost estimate.

(17) Including all other factors, to qualify for award, an offeror must be determined responsible in accordance with Federal Acquisition Regulation Part 9.

L-6 PROPOSAL SUBMITTAL

Proposals must be in accordance with and in the order detailed in this section. **Proposals are due by the date and time specified on the first page of this document. It is the responsibility of offerors to ensure their proposal is received by the recipient and by the due**

date and time.

The offeror is to submit a fully compliant proposal to the following email addresses:

matthew_steele@ios.doi.gov (CO)

Offeror is to submit **three volumes** in accordance with the instruction set forth in this section and as required elsewhere in the solicitation.

L-7 VOLUME FORMAT INSTRUCTIONS

(a) Each volume must be contained in a separate file.

(b) Each file must contain a cover page with the following information:

(1) Prime Contractor's Name
(2) UEI (Formerly DUNS)
(3) Contact Information:
- Name
- Phone
- Email
- Address

(5) Volume Number & Title

(c) The proposal must be 11 pitch/point font or larger which would fit on 8 1/2" x 11" page. Color charts, photos, tables, or diagrams shall not exceed 11" x 17". The font size for captions, charts, tables, and diagrams must be no smaller than 10 point.

(d) The proposal shall be within the required page limitation and each page in each section must be consecutively numbered. Pages in excess of the noted page limitation will not be read or considered. The following are excluded from page limitations: (1) Title or Cover Pages (2) Table of Contents, (3) Section Dividers (Tabs)

(e) The proposal and its page limitations are as follows:

VOLUME	TITLE	NUMBER OF COPIES REQUIRED	TOTAL PAGE LIMITATION
Volume 1	Required Documentation	1 electronic copy	Unlimited
Volume 2	Technical Approach	1 electronic copy	15
Volume 3	Pricing	1 electronic copy	Unlimited

L-8 VOLUME 1: REQUIRED DOCUMENTATION

(a) Complete Blocks 14, 15, 16, 17, and 19 of Standard Form (SF) 1442. An official with authority to contractually bind the offeror's company must complete and sign blocks 20a, 20b, and 20c of the SF1442 in accordance with the procedures prescribed in the FAR RFO 4.207. **Failure to complete and sign all required blocks will result in an unacceptable offer.** Refer to example SF1442 document included as an attachment.

(b) Acknowledge all solicitation amendments using one of the following methods as described in box 11 of the amendment (SF30):

(1) Complete blocks 8, 15A, 15B, and 15C on each amendment (SF30) and return a copy with your proposal *or;*
(2) Complete box 19, *Acknowledgement of Amendments*, on the SF1442 **(PREFERRED METHOD)** *or;*
(3) Reference acknowledgement of each amendment by number via separate letter or electronic communication

(c) Short Cover Letter:

(1) Company name, Unique Entity ID (UEI), tax ID number (TIN), address, and phone number
(2) Point of contact within the company (phone number and email address)
(3) Entity making this submittal:

Parent Company _____ Subsidiary _____ Division _____ Branch Office _____
(4) Year company/entity was established: _____
(5) List any former company/entity names and reason(s) for revision/restructuring if applicable
(6) Original signature of the individual with the authority to bind the contractor and to negotiate
(7) Statement that the proposal is valid for the time period set in block 13, *Additional Solicitation Requirements,* of the 1442.
(8) Limitations on Subcontracting Acknowledgement – Provide written acknowledgement of the requirement to perform the minimum percentage listed in "H-6 Limitations on subcontracting reporting." By submission of a proposal, the offeror confirms that it will comply with all requirements as outlined in FAR 52.219-14.
(9) Response to the following questions:

o Judgments, Claims, and Lawsuits: Are there any judgments, claims, and/or lawsuits pending or outstanding against or involving entity or partners comprising your entity?

o No ___, Yes ___. If yes, submit details of all judgments or claims against either parent office or division/branch that will be responsible for the accomplishment of this project on a separate sheet.

o Is your entity or partners comprising your entity under suspension or debarment by any Federal, state or local agency, or been terminated on any past projects (Federal or others)?

o No ___, Yes ___. If yes, submit details on a separate sheet.

(d) Representations and Certifications: Offerors shall complete and provide section K: "Representations, Certifications, and Other Statements of Offerors."

(e) Bid Guarantee in accordance with 52.228-1, "Bid Guarantee (September 1996)." Offerors shall include a digital copy within their proposal submission. Bid guarantees shall be executed on a GSA form SF24, include all appropriate signatures, seals, and be in the amount of 20% of the offeror's proposal price.

L-9 VOLUME 2: FACTOR 1, TECHNICAL APPROACH/CAPABILITIES

(a) Subfactor 1: A construction plan shall be provided explaining in detail how the offeror will accomplish all requirements in the technical divisions of the project specifications.

(b) Subfactor 2: A project schedule shall be provided in Gantt or similar format. The schedule shall provide detail showing the chronological completion of tasks within the specified period of performance. Sequencing shall be included as applicable and the schedule shall clearly denote the NTP issuance date, final completion date, and total duration of performance in calendar days.

L-10 VOLUME 3: FACTOR 2, PRICING

(a) Offerors are required to submit an offer that conforms to the solicitation documents with pricing for all line items. Failure to do so may render the proposal unacceptable. **Offerors shall submit: 1) SF1442 (complete block 17 with total price), and 2) a completed supplemental price breakout (Bid Schedule).** Labor costs associated with this project shall be in accordance with Construction Wage Rate Requirements Statute. Refer to solicitation attachments for applicable forms.

SECTION M: EVALUATION FACTORS FOR AWARD

M-1 BASIS FOR CONTRACT AWARD

This acquisition will utilize the Lowest Priced Technically Acceptable (LPTA) procedure to make a best value award. The government intends to make **ONE** award based on evaluation of proposals submitted in response to this solicitation. Award will be made to the responsible offeror who provides the best value under the LPTA award methodology. Best value is defined as the proposal that complies with all solicitation terms and conditions, provides the lowest price, and has been determined to be technically acceptable in accordance with technical evaluation criteria. While the government will strive for maximum objectivity, the technically acceptable/unacceptable review process is subjective by nature. Therefore, professional judgment is implicit throughout the evaluation process.

M-2 EVALUATION PROCESS

The LPTA evaluation process will be accomplished as follows:

(a) Technical Acceptability. Each offeror's technical proposal will be evaluated to determine if the offeror provides a sound, compliant approach that meets the requirements of the detailed specifications provided in this solicitation and demonstrates a thorough knowledge and understanding of those requirements. Technical approaches will be rated as "acceptable" or "unacceptable" after completion of technical proposal evaluations. Failure to meet any requirement may result in an offer being determined technically unacceptable. If an offeror receives a final technical rating of "unacceptable" for any subfactor, they will not be considered for contract award.

(b) Price Evaluation. The priced proposed must be determined fair, reasonable, and affordable in accordance with "M-5 Volume 3: Factor 2, Price" below.

(c) Past Performance. Past performance is not required under this solicitation, however, may be used to evaluate for best value and responsibility determination for award.

M-3 VOLUME 1: **REQUIRED DOCUMENTATION**

(a) SF1442: The SF 1442 will be reviewed for completeness.

(b) Amendment Acknowledgement: Amendment acknowledgements will be reviewed for proper acknowledgement.

(c) Representations and Certifications: Information will be reviewed for completeness and award eligibility.

(d) Bid Guarantee: The SF 24 Bid Bond will be reviewed for completeness and acceptability.

M-4 VOLUME 2: FACTOR 1, TECHNICAL APRROACH/CAPABILITIES

(a) Subfactor 1: To be deemed acceptable, the technical proposal shall include a logical construction plan in the required format. The plan shall indicate a sound and reasonable approach to complete all project elements described in the technical divisions of the project specifications. The construction plan shall successfully illustrate the capability of the offeror to manage all project elements to include significant construction tasks, suppliers, subcontractors, employees, and equipment.

(b) Subfactor 2: To be deemed acceptable, the construction schedule shall be in a Gantt or similar format. The total duration must fall within the maximum period of performance (in calendar days) as outlined in FAR 52.211-10(c). Acceptable schedules will include submission/processing of submittals and all onsite construction work *within* the total period of performance. An acceptable schedule will indicate an understanding of the project requirements, utilize a logical approach to sequencing, and account for any applicable work restrictions or complications.

M-5 VOLUME 3: FACTOR 2, PRICE

(a) Reasonableness – In order to be acceptable, the price proposed must be determined to be fair and reasonable. The techniques and procedures described under FAR 15.404-1(b), Price Analysis, will be the primary means of assessing proposal reasonableness. The evaluation techniques described under FAR 15.404-1(c) through (g), as determined appropriate, may also be performed in further determining the reasonableness of the price proposed. For a price to be reasonable, it must represent a price to the government that a prudent person would pay in the conduct of competitive business. Normally, price reasonableness is established through cost and price analysis techniques as described in FAR 15.404, Proposal Analysis. For additional information, see FAR 31.201-3, Determining Reasonableness.
(b) Affordability – The price proposed must be deemed affordable. An assessment will be performed to determine if the price is within the government's funding profile. Prices deemed unaffordable will be subsequently determined to be unacceptable.
(c) Limitations on Subcontracting – The proposed price must comply with limitations on subcontracting requirements to include self-performance of the required percentage listed in H-6.

(END OF SECTION & SOLICITATION)