SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF PAGES
	140L2626R0004	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	06/22/2026	1	52

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	0044044599	

7. ISSUED BY CODE LDA	8. ADDRESS OFFER TO
BLM ID-STATE OFC HR&ADM SVC (ID953) 1387 S. VINNELL WAY BOISE ID 83709	

9. FOR INFORMATION CALL	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Patricia Fort	2083733910

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)*

Cauldron Linn Recreation Site Improvements

11. The contractor shall begin performance within 10 calendar days and complete it within 60 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** Section F ***).***

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 _____ copies to perform the work required are due at the place specified in Item 8 by 1000 ***(hour)*** local time 07/13/2026 (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 0 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 LDA BLM ID STATE OFC HR&ADMN (ID953) 1387 S. VINNELL WAY BOISE ID 83709		27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*		31a. NAME OF CONTRACTING OFFICER *(Type or print)* Patricia Fort	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 09/30/2026 Delivery Location Code: 0011276391 BLM-ID SHOSHONE FIELD OFFICE (Twin 400 W F ST. SHOSHONE ID 83352-1522 US Period of Performance: 07/27/2026 to 09/30/2026				
00010	Cauldron Linn Recreation Site Improvements Product/Service Code: Y1PA Product/Service Description: CONSTRUCTION OF RECREATION FACILITIES (NON-BUILDING)				

Type of Contract: Construction, Firm-Fixed Price (FFP), Single Award Contract
County: Twin Falls County, Idaho
Type of Construction: Heavy

FAR Magnitude: $250,000 and $500,000 **NAICS: 237990**
Size Standard: $45.0 Million **Set-Aside: Total Small Business**

Bureau of Land Management	Contracting Officer
Name:	Patricia A. Fort
Email:	pfort@ios.doi.gov

Proposal Submittal Information:

Site Visit: See Section L.8

Proposal Due Date: July 13, 2026, at 10:00 am MDT

Award Selection Process: Lowest Price Technically Acceptable

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SECTION A - SOLICITATION/CONTRACT FORM

This Request for Proposal is issued on Standard Form (SF) 1442, Solicitation, Offer and Award

SECTION B: BID SCHEDULE

Offerors are to complete Blocks 14 - 20 of the SF-1442.

Cauldron Linn Recreation Site Improvement

Pay Item	Pay Description	Quantity	Unit	Unit Cost	Total
BID ITEM 1	Mobilization and Construction Management	1	LS	$_____	$_____
BID ITEM 2	Construction Staking	1	LS	$_____	$_____
BID ITEM 3	Earth Work	1	LS	$_____	$_____
BID ITEM 3	General Excavation	948	CY	$_____	$_____
BID ITEM 3	Road Reconditing	1	LS	$_____	$_____
BID ITEM 3	Subbase Material	1800	CY	$_____	$_____
BID ITEM 3	Base Course	1300	CY	$_____	$_____
BID ITEM 3	Surface Course Spread and Compact	1	LS	$_____	$_____
BID ITEM 4	Rock Excavation	100	CY	$_____	$_____
BID ITEM 5	Boulder Relocation	80	EA	$_____	$_____
BID ITEM 9	SIGNS	4	EA	$_____	$_____

Period of Performance: 60 Days after receipt of Notice to Proceed

SECTION C: SPECIFICATIONS/DRAWINGS

See Section J for additional attachments to include project specifications and drawings.

SECTION D: PACKAGING AND MARKING

Packaging and marking of deliverables shall be IAW the Contractor's standard commercial practices.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

Clause	Title	Date
52.246-12	Inspection of Construction	August 1996
52.246-13	Inspection -- Dismantling, Demolition, or Removal of Improvements	August 1996

E.2 Final Inspection and Acceptance

Final completion of the punch list items, submission of all required submittals, and final cleanup of the project site shall be completed before the contract's required completion date. The Contracting Officer or his/her designated representative will perform final inspection. Acceptance of the work will occur only upon written notice of acceptance by the ordering Contracting Officer, or any other Warranted Contracting Officer employed by the Bureau of Land Management (BLM) and performing authorized duties in conjunction with this contract. The contracts required completion date is 60 calendar days after receipt of the notice to proceed.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

Clause	Title	Date
52.211-13	Time Extensions	September 2000
52.236-11	Use and Possession Prior to Completion	April 1984

F.2 52.211-12 Liquidated Damages--Construction (Apr 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **$700 for each calendar day of delay** until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

F.3 Simultaneous Performance

If a Contractor receives award of more than one contract, simultaneous performance will be required. All work must be completed within the timeframe allowed for each contract.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 Authorities and Delegations (Sep 2011)

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

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

(c) The COR is not authorized to perform, formally or informally, any of the following actions:
- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the Contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence.

Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

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

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

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

G.2 Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (Apr 2013)

Payment requests must be submitted electronically through the U.S. Department of the Treasury's Internet Payment 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. Certification with final payment request.
9. 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 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 Contracting Officer with the day and time you contacted the Payment Hotline.

G.4 Government Point of Contact

Patricia A. Fort, Contracting Officer
pfort@ios.doi.gov
Bureau of Land Management
1387 S. Vinnell Way
Boise, ID 83709-1657
Telephone: (208) 373-3910

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 **7:00 am and 5:00 pm**, Monday through Friday, excluding government holidays. If the Contractor desires to carry on work outside regular hours, including Saturdays, Sundays, and government holidays, a request must be submitted to the Contracting Officer in sufficient time to allow satisfactory arrangements to be made by the Government for access to the work site and inspection.

In addition to any holidays declared by Executive Orders, the following Federal Legal Holidays are observed:

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

H.2 Communications

"Time" for communications received after 3:00 pm, after 12:00 pm locally on Fridays, or after 12:00 pm locally prior to a holiday will not start until the next business day. All times are local Mountain time.

H.3 Fire Danger Season

If the Contracting Officer Representative (COR) allows the Contractor to continue work during periods of declared fire danger or season, the Contractor shall comply with all applicable state laws relating to fire prevention and with all special conditions of work as directed by the COR.

H.4 Drawings

(a) 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.

(b) 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 bidders desiring to review a copy of the full- size drawings may contact the Contracting Officer identified in the solicitation.

H.5 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 effected 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.

(e) The Contractor agrees to insert this paragraph in all subcontracts that involve the performance of work on the terrain of the site.

H.6 Safety and Quality Control Plan

Following contract award, the contractor must provide effective quality assurance and safety plans for acceptance by the Government.

H.7 Limitations on Subcontracting Reporting

In accordance with 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 Limitation on Subcontracting.

At the conclusion of the period of performance and prior to final payment, the contractor shall submit a Limitation 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)).

H.8 Environmental Impact

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

H.9 Hazardous Materials

Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the contractor to perform tests, and/ or the material is found to be of a hazardous nature requiring additional protective measures, a contract modification may be required, subject to equitable adjustment under the terms of the contract. The contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas.

Friable asbestos-containing material is any material that contains more than one percent asbestos by weight, and that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos containing materials are materials in which asbestos fibers are bound by a matrix material, saturation, impregnation or coating.

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

H.10 Unauthorized Personnel

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

PART II - CONTRACT CLAUSES

SECTION I: CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

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 Verification Contractor Personnel	January 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	November 2025
52.204-91	Contractor Identification	November 2025
52.204-13	System for Award Management - Maintenance	November 2025
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	November 2025
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	November 2025
52.215-2	Audit and Records-Negotiated	November 2025
52.215-8	Order of Precedence-Uniform Contract Format	November 2025
52.219-6	Notice of Total Small Business Set Aside	November 2025
52.219-8	Utilization of Small Business Concerns	November 2025
52.219-14	Limitations on Subcontracting (Deviation) (October 2025)	November 2025
52.219-28	Postaward Small Business Program Rerepresentation	November 2025
52.222-1	Notice to the Government of Labor Disputes	November 2025
52.222-3	Convict Labor	November 2025
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	November 2025
52.222-6	Construction Wage Rate Requirements (Aug 2018)	November 2025
52.222-9	Apprentices and Trainees (July 2005) (Deviation)	November 2025
52.222-10	Compliance with Copeland Act Requirements	November 2025
52.222-11	Subcontracts (Labor Standards) (May 2014)	November 2025
52.222-12	Contract Termination-Debarment (May 2014)	February 2025

52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	February 1988
52.222-14	Disputes Concerning Labor Standards	November 2025
52.222-15	Certification of Eligibility	February 1988
52.222-35	Equal Opportunity for Veterans	July 2014
52.222-36	Equal Opportunity for Workers with Disabilities	November 2025
52.222-37	Employment Reports on Veterans	November 2025
52.222-40	Notification of Employee Rights under the National Labor Relations Act	November 2025
52.222-50	Combating Trafficking in Persons	November 2025
52.222-54	Employment Eligibility Verification	November 2025
52.222-62	Paid Sick Leave under Executive Order 13706	November 2025
52.222-90	Addressing DEI Discrimination by Federal Contractors	March 2026
52.223-2	Reporting of Biobased Products under Service and Construction Contracts (DEVIATION Feb 2025)	November 2025
52.223-3	Hazardous Material Identification and Material Safety Data - Alternate I	July 1995
52.226-7	Drug-Free Workplace	May 2024
52.227-1	Authorization and Consent	December 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	June 2020
52.227-4	Patent Indemnity - Construction Contracts	December 2007
52.228-11	Individual Surety--Pledge of Assets	February 2021
52.228-12	Prospective Subcontractor Requests for Bonds	December 2022
52.229-3	Federal, State and Local Taxes	July 2025
52.232-5	Payments under Fixed-Price Construction Contracts	September 2002
52.232-16	Progress Payments - Alternate I	November 2021
52.232-17	Interest	May 2014
52.232-23	Assignment of Claims	May 2014
52.232-27	Prompt Payment for Construction Contracts	January 2017
52.232-39	Unenforceability of Unauthorized Obligations	June 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	March 2023
52.233-1	Disputes - Alternate I	November 2025
52.233-3	Protest After Award	November 2025
52.233-4	Applicable Law for Breach of Contract Claim	November 2025
52.236-5	Material and Workmanship	November 2025
52.236-6	Superintendence by the Contractor	July 2025
52.236-8	Other Contracts	July 2025
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	July 2025
52.236-10	Operations and Storage Areas	July 2025
52.236-11	Use and Possession Prior to Completion	July 2025
52.236-12	Cleaning Up	July 2025
52.236-13	Accident Prevention	July 2025
52.236-14	Availability and Use of Utility Services	July 2025
52.236-17	Layout of Work	July 2025
52.240-91	Security Prohibition and Exclusions	November 2025
52.240-92	Security Requirements.	November 2025
52.240-93	Basic Safeguarding of Covered Contractor Information Systems	November 2025
52.242-13	Bankruptcy	July 1995

52.242-14	Suspension of Work	April 1984
52.243-4	Changes	June 2025
52.244-6	Subcontracts for Commercial Products and Commercial Services (January 2025) (Deviation)	April 2026
52.248-3	Value Engineering-Construction - Alternate I	April 1984
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) - Alternate I	April 2012
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)	April 2012
52.249-10	Default (Fixed-Price Construction)	April 1984

I.2 52.222-7 Withholding of Funds (Nov 2025)

The Contracting Officer must, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

I.3 52.222-8 Payrolls and Basic Records (Nov 2025)

(a) Payrolls and basic records relating thereto must be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records must contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs must maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) (1) The Contractor must submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause, except that full social security numbers and home addresses must not be included on weekly transmittals.
Instead the payrolls must only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number).
The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at https://www.dol.gov/agencies/whd/forms.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors must maintain the full social security number and current address of each covered worker, and must provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

(2) Each payroll submitted must be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and must certify-

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 must satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor must make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor must permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

I.4 52.222-55 Minimum Wages for Contractor Workers under Executive Order 14026 (DEVIATION) (Oct 2023)

(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.

I.5 52.225-9 Buy American - Construction Materials (Nov 2025)

(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.
Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.
Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.
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 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.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. 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.
(A) *For domestic construction material that is not a critical item or does not contain critical components*. (1) 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;
(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause. (3) The procedures in paragraph (b)(3)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030. (B) *For domestic construction material that is a critical item or contains critical components*.
(1) The cost of a particular domestic construction material that is a critical item or contains critical components, 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 plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105. (2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)*(1)* of this clause. (3) The procedures in paragraph (b)(3)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030. (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 or Balance of Payments Program.
(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) *
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
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.*]

I.6 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)

(a) *Definitions*. As used in this clause-
"Driving"–
(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.
Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.
(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.
(c) The Contractor is encouraged to-
(1) Adopt and enforce policies that ban text messaging while driving- (i) Company-owned or rented vehicles or Government-owned vehicles; or (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
(2) Conduct initiatives in a manner commensurate with the size of the business, such as- (i) Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

I.7 52.228-5 Insurance - Work on a Government Installation (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-- (1) for such period as the laws of the State in which this contract is to be performed prescribe; or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

I.8 52.228-15 Performance and Payment Bonds--Construction (Jun 2020)

(a) Definitions. As used in this clause --
"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds*. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:
(1) Performance Bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.
(2) Payment Bonds (Standard Form 25-A). 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 Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
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.

I.9 52.232-33 Payment by Electronic Funds Transfer--System for Award Management (Oct 2018)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-
(i) Accept payment by check or some other mutually agreeable method of payment; or
(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
(b) *Contractor's EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.
(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment*. If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
(e) Liability for uncompleted or erroneous transfers. (1)If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-
(i) Making a correct payment;
(ii) Paying any prompt payment penalty due; and
(iii) Recovering any erroneously directed funds.
(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-
(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing.
However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

I.10 52.236-2 Differing Site Conditions (Nov 2025)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) Latent physical conditions or subsurface conditions at the site which differ materially from those indicated in this contract; or (2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
(b) (1) The Contracting Officer will investigate the site conditions promptly after receiving such a notice. (2) If the conditions materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract an equitable adjustment must be made under this clause.

(c) No request for an equitable adjustment to the contract under this clause will be allowed, unless the Contractor has given the written notice required.
(d) No request for an equitable adjustment to the contract for differing site conditions will be allowed if made after final payment under this contract.

I.11 52.236-3 Site Investigation and Conditions Affecting the Work (Nov 2025)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including—(1) Conditions bearing upon transportation, disposal, handling, and storage of materials; (2) The availability of labor, water, electric power, and roads; (3) Uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) The conformation and conditions of the ground; and (5)The character of equipment and facilities needed preliminary to and during work performance.
(b) The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.
(c) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

I.12 52.236-7 Permits and Responsibilities (Jul 2025)

(a) The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work.
(b) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence.
(c) The Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

I.13 52.236-21 Specifications and Drawings for Construction (Nov 2025)

(a) The Contractor shall keep at the site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto.
(b) Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. (1) In case of difference between drawings and specifications, the specifications shall govern. (2) In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. (3)Any adjustment by the Contractor without such a determination shall be at its own risk and expense.
(c) The Contracting Officer will furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(d) (1) Words, such as, “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import when used, in the specifications or on the drawings are intended to mean the “direction”, “requirement”, “order”, “designation”, or “prescription”, of the Contracting Officer. (2) Words, such as, “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by”, or ‘acceptable to”, or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.
(e) Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place”, that is “furnished and installed”.
(f) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
(g) (1) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. (2) Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission.
(h) The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. (1) Any work done before such approval shall be at the Contractor's risk. (2) Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with paragraph (i) of this clause.
(i) (1) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. (2) If the Contracting Officer approves any such variation, the Contracting Officer will issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
(j) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

I.14 52.252-6 Authorized Deviations in Clauses (Nov 2020)

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

I.15 52.253-1 Computer Generated Forms (Nov 2025)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, *provided* there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

I.16 DIAR 1404.308-70 Release of Claims - Department of the Interior (Mar 2025)

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

I.17 DIAR 1452.203-70 Restrictions on Endorsements - Department of the Interior (Jul 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

I.18 DIAR 1452.215-70 Examination of Records by the Department of the Interior (Apr 1984)

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

I.19 DIAR 1452.228-70 Liability Insurance - Department of the Interior (Jul 1996)

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

Workers' Compensation and Employer's Liability - **$100,000**
General Liability - **$500,000** per occurrence
Automobile Liability: **$200,000** each person
$500,000 per occurrence for bodily injury
$20,000 per occurrence for 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.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

Attachment 1 - General Decision

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.

In the event the current prevailing Wage Determination is changed by the Department of Labor prior to the closing date of this solicitation it is the offeror's responsibility to insure the most recent determination is used in preparing the proposal. Should the wage rate change after closing, but prior to award, the updated Wage Determination will be incorporated by amendment and issued to all offerors submitting a proposal. If applicable, these offerors/contractors will be given an opportunity to provide revised proposals solely to amend proposals due to Wage Determination changes. If the wage determination modification does not change any affected wage rates, then the provisions of FAR 22.404-5(c)(4) will apply.

Applicable wage rates can be found at https://sam.gov/

Attachment 2 - Specifications (attached as a separate file)

Attachment 3 - Drawings/ Maps (attached as a separate file)

Attachment 4 - Standard Form 24 - Bid Bond (attached as a separate file)

General Decision Number: ID20260062 05/18/2026

State: Idaho

Construction Types: Heavy

Counties: Idaho Counties of Twin Falls.

Modification Number	Publication Date
1	01/30/2026
2	05/18/2026

ELEC0449-004 12/01/2025

	Rates	Fringes
ELECTRICIAN.....	$40.00	18.74

ENGI0370-034 01/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: GROUP 8 BULLDOZER, SCRAPER (OVER 80 YDS TO 100 YDS) Zone Pay: Zone 1 0 - 30 miles: Free Zone 2 30 - 60 miles: $30.00/per day Zone 3 more than 60 miles: $35.00/per day. If a project is located in more than one zone the lower zone rate shall apply zones shall be measured from the following U.S. Post Offices: Boise: 304 N. 8th Street Twin Falls: 253 2nd Ave. West Pocatello: Clark Street Idaho Falls: 875 North Capital Ave. Boom Pay: All Cranes and Concrete Pump Boom Trucks 100 ft to 150 ft $.15 over scale 150 ft to 200 ft $.30 over scale Over 200 ft $.45 over scale.	$37.58	16.10
POWER EQUIPMENT OPERATOR: GROUP 7: DRILL (BIT 8 IN AND OVER), HEAVY DUTY MECHANIC, SCRAPERS (OVER 40 YDS TO 60 YDS) Zone Pay: Zone 1 0 - 30 miles: Free Zone 2 30 - 60 miles: $30.00/per day Zone 3 more than 60 miles: $35.00/per day. If a project is located in more than one zone the lower zone rate shall apply zones shall be measured from the following U.S. Post Offices: Boise: 304 N. 8th Street Twin Falls: 253 2nd Ave. West Pocatello: Clark Street Idaho Falls: 875 North Capital Ave. Boom Pay: All Cranes and Concrete Pump Boom Trucks 100 ft to 150 ft $.15 over scale 150 ft to 200 ft $.30 over scale Over 200 ft $.45 over scale.	$37.35	16.10

POWER EQUIPMENT OPERATOR: GROUP 6 DRILLING (BIT
UNDER 8IN), SCRAPER (UP TO AND INCLUDING 40 YDS)
Zone Pay:
Zone 1 0 - 30 miles: Free
Zone 2 30 - 60 miles: $30.00/per day
Zone 3 more than 60 miles: $35.00/per day.
If a project is located in more than one zone the lower zone rate shall apply
zones shall be measured from the following U.S. Post Offices:
Boise: 304 N. 8th Street
Twin Falls: 253 2nd Ave. West
Pocatello: Clark Street
Idaho Falls: 875 North Capital Ave.
Boom Pay: All Cranes and Concrete Pump Boom Trucks
100 ft to 150 ft $.15 over scale 150 ft to 200 ft $.30 over scale
Over 200 ft $.45 over scale. $36.98 16.10

POWER EQUIPMENT OPERATOR: GROUP 3 ROLLER ZONE
Zone Pay:
Zone 1 0 - 30 miles: Free
Zone 2 30 - 60 miles: $30.00/per day
Zone 3 more than 60 miles: $35.00/per day.
If a project is located in more than one zone the lower zone rate shall apply
zones shall be measured from the following U.S. Post Offices:
Boise: 304 N. 8th Street
Twin Falls: 253 2nd Ave. West
Pocatello: Clark Street
Idaho Falls: 875 North Capital Ave.
Boom Pay: All Cranes and Concrete Pump Boom Trucks
100 ft to 150 ft $.15 over scale 150 ft to 200 ft $.30 over scale
Over 200 ft $.45 over scale. $36.33 16.10

POWER EQUIPMENT OPERATOR: GROUP 10 SCRAPER (OVER 100 YDS)
Zone Pay:
Zone 1 0 - 30 miles: Free
Zone 2 30 - 60 miles: $30.00/per day
Zone 3 more than 60 miles: $35.00/per day.
If a project is located in more than one zone the lower zone rate shall apply
zones shall be measured from the following U.S. Post Offices:
Boise: 304 N. 8th Street
Twin Falls: 253 2nd Ave. West
Pocatello: Clark Street
Idaho Falls: 875 North Capital Ave.
Boom Pay: All Cranes and Concrete Pump Boom Trucks
100 ft to 150 ft $.15 over scale 150 ft to 200 ft $.30 over scale
Over 200 ft $.45 over scale. $38.06 16.10

IRON0732-003 06/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	$33.37	22.98

LABO0155-008 01/01/2025

	Rates	Fringes
LABORER: GROUP 3 ASPHALT INCLUDING RAKER, SHOVELER, SPREADER, AND DISTRIBUTOR.....	$33.83	16.50
LABORER: GROUP 1 FLAGGER.....	$33.63	16.50

SUID2010-055 08/08/2012

	Rates	Fringes
TRUCK DRIVER: WATER TRUCK.....	$23.89	9.52
TRUCK DRIVER: LOWBOY TRUCK.....	$21.00	12.10
TRUCK DRIVER: DUMP TRUCK.....	$16.19	0.00
OPERATOR: CONCRETE BATCH PLANT.....	$24.94	11.96
OPERATOR: LOADER (FRONT END).....	$21.33	3.43
OPERATOR: GRADER/BLADE.....	$25.17	9.44
OPERATOR: FORKLIFT.....	$21.98	0.00
OPERATOR: CRANE.....	$25.96	9.60
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....	$17.00	0.00
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	$21.24	0.00
LABORER: PIPELAYER.....	$14.26	0.00
LABORER: COMMON OR GENERAL.....	$16.00	3.28
IRONWORKER, REINFORCING.....	$27.22	16.70
CEMENT MASON/CONCRETE FINISHER.....	$17.16	5.67
CARPENTER, EXCLUDES FORM WORK.....	$28.00	0.00
CARPENTER (FORM WORK ONLY).....	$28.00	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015, and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually.

Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than “SU”, “UAVG”, “SA”, or “SC” denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The “SU” identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

“SU” wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

Provision	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	September 2024
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	November 2025
52.240-90	Security Prohibitions and Exclusions Representations and Certifications	November 2025

K.2 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements - Representation (Jan 2017)

(a) *Definition*. As used in this provision--
"Internal confidentiality agreement or statement", "subcontract", and "subcontractor", are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.
(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

K.3 52.204-90 Offeror Identification (Nov 2025)

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (https://www.sam.gov) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.
(a) *Definitions*. As used in this provision—
Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.
Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.
Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.
Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).
Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.
Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.
Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.
(b) *Unique entity identifier (UEI).* (1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable. (2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.
(c) *Taxpayer identification*. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:
(1) Taxpayer identification number (TIN)
□ TIN: _____;
□ TIN has been applied for; or
□ TIN is not required because:
□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
□ Offeror is an agency or instrumentality of a foreign government; or
□ Offeror is an agency or instrumentality of the Federal Government.
(2) *Type of organization.*
□ Sole proprietorship;
□ Partnership;
□ Corporate entity (not tax-exempt);
□ Corporate entity (tax-exempt);
□ Government entity (Federal, State, or local);
□ Foreign government;
□ International organization per 26 CFR 1.6049-4; or

□ Other.
(3) *Common parent.*
□ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or
□ Name and TIN of common parent:
Name: _____
TIN: _____
(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).
(d) Commercial and Government Entity (CAGE) code.
(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

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

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for—
(i) Its immediate owner(s), if any;
(ii) Its highest-level owner, if any; and
(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

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

* Predecessor CAGE code may be marked "Unknown."

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

K.4 52.209-5 Certification Regarding Responsibility Matters (Nov 2025)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that— (i) The Offeror and/or any of its Principals—
(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:
(*1*) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(*2*) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(ii) The Offeror has □ has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).
(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.209-7 Information Regarding Responsibility Matters (Nov 2025) (Over $600K)

(a) *Definitions*. As used in this provision—
Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
Federal contracts and grants with total value greater than $10,000,000 means— (1) The total value of all current, active contracts and grants, including all priced options; and (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).
(b) The offeror □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000.
(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information: (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
(i) In a criminal proceeding, a conviction. (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more. (iii) In an administrative proceeding, a finding of fault and liability that results in–
(A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision. (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

K.6 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under Any Federal Law (Nov 2025)

(a) The Government will not enter into a contract with any corporation that— (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that– (1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

K.7 52.209-13 Violation of Arms Control Treaties or Agreements-Certification (Nov 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-secretaryfor- 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-andcompliance/; 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 nonadherence 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.

K.8 52.223-1 Biobased Product Certification (May 2024) (DEVIATION Nov 2025)

As required by the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8101(4)) and the Energy Policy Act of 2005 (7 U.S.C. 8102(a)(2)(F)), the Offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture at https://www.biopreferred.gov/resources/categories.html to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the Offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

K.9 52.223-4 Recovered Material Certification (May 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

Provision	Title	Date
52.204-7	System for Award Management	November 2025
52.215-1	Instructions to Offerors - Competitive Acquisitions	November 2025
52.232-13	Notice of Progress Payments	April 1984
DIAR 1452.215-71	Use and Disclosure of Proposal Information - Department of the Interior	April 1984

L.2 52.216-1 Type of Contract (Nov 2025)

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

L.3 52.222-5 Construction Wage Rate Requirements - Secondary Site of the Work (Nov 2025)

(a) (1) The offeror must 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 must 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 must 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.

L.4 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.

L.5 52.228-1 Bid Guarantee (Sep 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-
(1) to unsuccessful bidders as soon as practicable after the opening of bids; and
(2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-
(**c) The amount of the bid guarantee shall be 20 percent of the bid price or $3.0 million, 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.

L.6 52.233-2 Service of Protest Department of the Interior (Deviation) (Nov 2025)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.
(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

L.7 52.252.5 Authorized Deviations in Provisions (Nov 2020)

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

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

L.8 Site Visit

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

(b) An organized site visit has been scheduled for--

Date/ Time:	Thursday, July 2, 2026
Meeting Place:	10:00 am MDT
Point of Contact for Site Visit:	Eddie Sanchez
Role/ Title:	Contracting Officer Representative

L.9 Usage Tax

Bids and/or pricing must include all Federal, State usage, and local taxes.

L.10 Disposition of Unsuccessful Proposals

In compliance with FAR Subpart 4.8 the Government will retain one copy of all unsuccessful proposals. The Government will destroy extra copies of unsuccessful proposals. No destruction certificate will be provided.

L.11 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 through the CO.

L.12 Performance and Payment Bonds

The successful Offeror shall submit appropriate Performance and Payment bonds upon 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.

L.13 Supplemental Instructions - Preparation of Proposal - Competitive Acquisition

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 process defined in FAR Part 15.

(2) The Government shall not award any contract if the resulting contract would not represent a "best value" to the Government using lowest price technically acceptable selection 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 technical requirements, in addition to those identified as evaluation factors and subfactors. 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. Commitments made in the proposal 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) 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 in writing (via email) with supporting rationale by the RFI due date on the cover page of this document. All concerns and questions shall be submitted to the Contracting Officer, Patricia A. Fort at pfort@ios.doi.gov.

(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 shall be deemed incomplete, and the proposal will 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 and technical 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 shall 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 upon 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.14 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 cover 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 address: pfort@ios.doi.gov.

L.15 Volume Format Instructions

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

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

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

(1) Prime Contractor's Name
- Unique Entity ID (UEI)
- Contact Information:
  - Name
  - Phone
  - Email
  - Address

(2) Volume Number and 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.

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

VOLUME	TITLE	NUMBER OF COPIES	Total Page Limitation
Volume 1	Required Documentation	1 Electronic Copy	Unlimited

Volume 2	Technical Approach/ Capabilities	1 Electronic Copy	15
Volume 3	Past Performance	1 Electronic Copy	10
Volume 4	Pricing	1 Electronic Copy	Unlimited

****The following are excluded from the page count: (1) Bid Schedule, (2) Standard Form 1442 and 30, (3) Subcontracting Worksheet (4) Table of Contents, (5) Section Dividers (Tabs), (6) Cover Pages, (7) Title Page, (8) Resumes, (9) Past Performance Photos, (10) Subcontractor's Agreement and (11) Pricing.**

L.16 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 Federal Acquisition Regulation Subpart 4.102. Failure to complete and sign all required blocks will result in an unacceptable offer.

(b) Acknowledgement of Solicitation Amendments: Acknowledge all solicitation amendments using one of the methods set forth in Block 11 of Standard Form 30, the form on which any amendment will be issued. **This includes completing blocks 8, 15A, 15B, and 15C on the SF30 and block 19, *Acknowledgement of Amendments,* on the SF1442.**

(c) Short Cover Letter:

(1) Offeror's (company) name, address, and phone number
(2) Point of contact for two individuals within the company (phone number and email address)
(3) Entity making this submittal: parent company, subsidiary, division, branch office, etc.
(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-7 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) Responses to the following questions:

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

B) 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)? No □, Yes □_. If yes, submit details on a separate sheet.

(d) Bid Guarantee in accordance with Section I, 52.228-1 Bid Guarantee.

(e) Limitations on Subcontracting. The proposal shall provide a percentage breakout of the prime contractor vs total subcontractor effort for this project in accordance with FAR 52.219-14. The prime contractor must perform a minimum of 15% of the cost of the contract, not including the cost of materials, with its own employees. By submission of a proposal, the Offeror confirms that it is compliant with the aforementioned requirement as outlined in FAR 52.219-14.

L.17 Volume 2: Factor 1, Technical Approach/ Capabilities

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

(b) **Subfactor 2:** A project schedule (in Gantt chart or similar format) shall be provided detailing the chronological completion of tasks required to complete the project within the specified period of performance. A narrative shall also accompany the project schedule illustrating the key tasks being completed at each stage of the project.

(c) **Subfactor 3:** Key personnel information shall be provided to include resumes and levels of responsibility. The Offeror shall denote which individuals will fulfill key roles to include project manager, site superintendent, quality control manager, and safety manager and major Subcontractors. Qualified individuals may fulfill multiple roles. Resumes must be provided substantiating key personnel qualifications for their respective roles.

L.18 Volume 3: Factor 2, Past Performance

(a) Submit a reference list of no more than five (5) recent and relevant projects. The response must include the following information.

1. Project title
2. Contract number (if applicable)
3. Description of work performed (Please include information showing relevancy in comparison to the Government's requirement)
4. Capacity held (Prime, Subcontractor, and Key Personnel)
5. Original and final contract amounts (Explain significant variations)
6. Original and final contract duration (Explain significant variations)
7. Owner and contact information
   (a) Agency/Customer Name
   (b) Point of contact to include title, email, and telephone number

(b) Failure to provide required information may result in an unacceptable proposal assessment.

(c) Request for Past Performance shall be sent by offerors to those references provided above in (a). References shall return requests directly via e-mail to pfort@ios.doi.gov.

(d) Offerors lacking relevant past performance experience may submit information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement if such information is relevant to this undertaking.

(e) Offerors are advised that the Government may use data provided by the offeror and data obtained from other sources in the development of performance confidence assessments. Performance information on contracts not listed by the offeror or that of subcontractors may also be evaluated.

(f) The Government may contact references other than those identified by the offeror, and information received may be used in the evaluation of the offeror's performance.

L.19 Volume 4: Factor 3, Pricing

(a) Complete and submit Section B, Bid Schedule (Supplement to SF 1442). Labor costs associated with this project shall be in accordance with Construction Wage Rate Requirements Statute.

(b) Unbalanced Pricing. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more-line items is significantly over or understated as indicated by the application of price analysis techniques.

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 LPTA 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 in addition to demonstrating a thorough knowledge and understanding of those requirements. An evaluation rating of Technically Acceptable/Unacceptable will be assigned upon completion of the technical proposal evaluations. If an offeror receives a technical rating of "Unacceptable" for any subfactor, they will not be considered for contract award.

(b) Past Performance Evaluation.

(1) Past performance evaluation results in an assessment of the Government's confidence in the Offeror's ability to fulfill the solicitation requirements. The overall confidence assessment will be based upon a recency, relevancy, and quality evaluation of all references reviewed. The past performance evaluation considers each offeror's demonstrated record of performance in meeting users' needs. The performance confidence assessment is rated after evaluating aspects of the offeror's past performance, focusing on quality of performance as it pertains to this requirement. If an Offeror receives a past performance rating of "No Confidence", they will not be considered for contract award.

(2) Sources of Past Performance Information for Evaluation. Past performance information shall be provided by the offeror. The Government will also obtain past performance information from the Past Performance Information Retrieval System (PPIRS). Additionally, offerors are advised the Government may use data provided by sources other than the offeror to evaluate past performance. This information may be obtained from questionnaires or interviews with project managers, Contracting Officers and other sources known or found by the Government. The Government may also use information from previous source selections or contractor capability assessments if the information is recent and relevant.

(3) Definitions. (i) Recent: Recent is defined as a project completed or significantly completed within 5 years from the issuance date of this solicitation. (ii) Relevant: Relevancy is defined as a project involving similar magnitude of effort and complexity in comparison to the subject requirement. Magnitude of effort and complexity are defined by the scope, tasks and requirements as outlined in the associated specifications. Projects will not be considered relevant if the past performance provided does not encompass the magnitude of effort and complexity as required by this solicitation.

(c) Price Evaluation. Prices must be determined fair, reasonable, affordable, and balanced in accordance with M.6, Volume 4: Factor 3, Price, below.

M.3 Volume 1: Required Documentation

Volume 1 will be evaluated for acceptability only. Acceptability includes complete and accurate forms.

M.4 Volume 2: Factor 1, Technical Approach/ Capabilities

(a) Subfactor 1: To be deemed acceptable, the Proposal provided an acceptable construction plan, in the format required, indicating a thorough understanding of the work required as well as a sound and reasonable approach to complete all project elements as described in each technical division of the project specifications. The construction plan successfully illustrated the capability of the offeror to manage all project elements to include suppliers, subcontractors, and employees.
(b) Subfactor 2: To be deemed acceptable, the construction schedule was provided in a Gantt or similar format and is within the Government's specified period of performance. Schedule indicates an understanding of the project requirements and utilizes a logical approach to sequencing.
(c) Subfactor 3: To be deemed acceptable, organizational capabilities shall indicate appropriate skills, abilities, and resources to perform the type of construction work outlined in project documentation. Key personnel shall be appropriately identified and have adequate experience to include relevant credentials and certifications. Applicable subcontractors shall have adequate credentials, experience, and history working in their respective trade.

M.5 Volume 3: Factor 2, Past Performance

(a) Past performance projects deemed not relevant will be rejected and not be considered. Projects deemed not recent (greater than five years) will be disregarded. The evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience or subcontracts that will perform major or critical aspects of the proposed agreement when such information is relevant to this acquisition. The evaluation will also consider information provided relative to corrective actions taken to resolve problems on past or existing contracts.
(b) Evaluation of past performance also includes:

(1) Feedback provided by reference(s) contacted including quality of work performed (material and workmanship), correction of deficiencies, completeness of submittals, O&M, "as-builts", payroll, schedules, etc., met customer expectations and in compliance with construction documents.
(2) Feedback provided by reference(s) contacted including performance; resolution of delays, identification and correction of work, meeting progress schedules, submission of schedules, completion of punchlist items, submission of submittals including documents and as-builts. All the foregoing completed in a timely manner. Warranty issues should have been addressed promptly.
(3) Experience with firm fixed priced contracts and cost control.

(c) In consideration of an Offeror's total past performance information, it will be assigned one of the following ratings.

PERFORMANCE CONFIDENCE ASSESSMENTS RATINGS	
Rating	**Description**
Satisfactory Confidence	Based on the offeror's performance record, the Government has an expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

Unknown Confidence	No performance record is identifiable, or the offeror's performance record is so sparse that a "Satisfactory Confidence" or a "No Confidence" assessment rating can be reasonably assigned.

(d) Offerors receiving a final rating of "No Confidence" will not be considered for award.

M.6 Volume 4: Factor 3, Price

(a) Reasonableness. 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 proposal. 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) Unbalanced Pricing. All offerors' priced line items shall be analyzed to determine if prices are unbalanced. An offer may be rejected if it is determined that the lack of balance poses an unacceptable risk to the Government.
(c) Affordability: An affordability assessment will consider if the proposed price is within the Government's funding profile.