SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140L3626Q0036	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 06/10/2026	PAGE 1 OF 33 PAGES

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0044037191	6. PROJECT NO.

7. ISSUED BY CODE LMA	8. ADDRESS OFFER TO
BLM MT-STATE OFC(MT935) 5001 SOUTHGATE DR. BILLINGS MT 59101	BLM - Montana State Office Attn: Jorge Alvarez (jorge_alvarez@ios.doi.gov)

9. FOR INFORMATION CALL	a. NAME Jorge Alvarez	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 8545001840

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)*

A. Project Title: MBIC Boiler Replacement

B. Location of the Work: The place of performance is located in Chouteau County, MT.

C. Estimated Magnitude of Construction: The estimated price range of this acquisition is between $25,000 and $100,000.

D. The North American Industry Classification System (NAICS) code is 238220. The applicable Small Business Size Standard is $19 Million.

E. The solicitation is issued as a Total Small Business Set-Aside procurement.

F. SAM UEI Number:

11. The contractor shall begin performance within 10 calendar days and complete it within 45 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** _____ ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1300 ***(hour)*** local time 07/08/2026 (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 30 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 LMA BLM MT STATE OFC(MT935) 5001 SOUTHGATE DR. BILLINGS MT 59101		27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*		31a. NAME OF CONTRACTING OFFICER *(Type or print)* Jorge Alvarez	
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: 09/03/2026 Delivery Location Code: 0011286378 Upper Missouri River Breaks 701 7th Street Fort Benton MT 59442 US Period of Performance: 07/20/2026 to 09/03/2026				
00010	MBIC Boiler Replacement Product/Service Code: Z2NB Product/Service Description: REPAIR OR ALTERATION OF HEATING AND COOLING PLANTS				

Request for Quotes
Solicitation No. 140L3626Q0036

MBIC Boiler Replacement

Montana

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MBIC Boiler Replacement
MONTANA

FOREWORD

The Department of Interior, Bureau of Land Management (BLM), Montana State Office is soliciting quotes for removing and replacing the existing Patterson Kelly MACH C-450 boiler. The removal and replacement of the existing flue using Stainless Steel. The exhaust and combustion air venting is to be sized per manufacture recommendations. Connect existing gas line and condensate drain to the new boiler. Supply environmental water treatment to condensate drain. Sample water within the hydronic system and adjust as required to meet the manufacture specification. Perform all manufacture performance testing after the installation of the boiler in the presence of Government personnel. Integrate the new boiler into the proprietary building automation system (Johnson Controls Metasys software), using its graphic controls interface to verify all control and report points; resolve any warnings or alarms in the HVAC system. Confirm or correct hot water pump programming for lead/lag operation and ensure METASYS network control points match those of the new boiler. Testing and balancing (TAB) of the hot water system must be performed by a certified third-party company. The project's location is within Chouteau County, Montana.

PROCUREMENT OVERVIEW

TYPE OF CONTRACT: Construction, Firm Fixed Priced (FFP), Single Award Contract

TYPE OF CONSTRUCTION: Building

NAICS CODE: 238220, Plumbing, Heating, and Air Conditioning Contractors

MAGNITUDE: Between $25,000 and $100,000

RESTRICTIONS ON CONTACTS: Beginning upon release of the request for quote (RFQ) through contract award, contacting Government employees who may be associated with this work by participating quoter on the subject of this RFQ is inappropriate. Quoters for this RFQ, including subcontractors and teammates, shall not attempt such contacts during this period. All correspondence shall be through the Contract Specialist listed below:

Bureau of Land Management
Attn: Jorge Alvarez
Phone: (854) 500-1840
Email: jorge_alvarez@ios.doi.gov

SITE VISIT: The Government strongly urges quoters to inspect the site to gain a better understanding of the work requirements and to satisfy themselves regarding all general and local conditions that may affect the cost of performance. In no event shall failure to inspect the site constitute grounds for a claim after award.

See Section L, *Site Visit (Construction)* for more information.

QUESTIONS DUE: 30 June 2026 at 1:00 pm, Mountain Time. Questions submitted after this date and time will be accepted but may not be answered. All questions must be submitted in writing via e-mail to Jorge Alvarez. See Section L, Paragraph L.12, *Submittal of Questions* for more information.

QUOTE RESPONSE DATE: For dates when contractors are to submit their quotes, see block 13 of Standard Form 1442, "Solicitation, Offer, and Award (Construction, Alteration, or Repair)." See Section L, *Instructions, Conditions and Notices to Offerors,* for a list of required documents.

METHOD OF PROCUREMENT: This procurement is set-aside for **Small Business Concerns** and is a

construction acquisition, pursuant to Federal Acquisition Regulations (FAR) Part 13, Part 19 and Part 36.

SAM: Effective November 12, 2024, any contractor interested in doing business with the Federal Government must be registered in the System for Award Management (SAM) when submitting an offer or quotation and at time of award.

Contractors may obtain information on registration and annual confirmation requirements via the SAM website accessed through https://www.sam.gov or by the Federal Service Desk at https://www.fsd.gov/gsafsd_sp.

IPP: Payment requests for the anticipated contract must be submitted electronically through the U.S. Department of
the Treasury's Invoice Processing Platform (IPP). IPP is a secure, web-based service that more efficiently managements government invoicing from purchase order through payment notification at **no charge** to federal agencies and their vendors. The IPP website address is https://www.ipp.gov/. The contractor must use the IPP website to register access and use IPP for submitted request for payment. Contractor assistance with enrollment can be obtained by contacting the IPP Customer Support Team via email IPPCustomerSupport@fiscal.treasury.gov or via phone at 1-866-973-3131._____.

If the contractor is unable to comply with the requirements to use IPP for submitting invoices for payment, the contract must submit a waiver request in writing to the Contracting Officer with its quote.

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SECTION B – PRICE SCHEDULE

B.1
Quoters are to complete Block 17 of the SF 1442 with the total proposed fixed price.

B.2 PRICE SCHEDULE
(a) Quotes will be considered for award on the following Schedule, but quotes will not be considered for award on a partially completed Schedule.
(b) All quotes are subject to the terms and conditions of this solicitation.

Price Schedule

Item	Description	Unit	Quantity	Unit Price	Total Cost
1	Mobilization and Bonding	LS	1		
2	Boiler Replacement	LS	1		
3	Metasys Control System	LS	1		
4	Testing and Balance	LS	1		

Total Price _____

SECTION C: SPECIFICATIONS/DRAWINGS

C.1
Specifications/Drawings are attached and incorporated herein by reference, see Section J and Attachments.

SECTION D: PACKAGING AND MARKING

Not Applicable.

(END OF SECTION)

SECTION E: INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

Clause	Title	Date
52.246-12	Inspection of Construction	August 1996
52.246-21	Warranty of Construction	March 1994

(END OF SECTION)

SECTION F: DELIVERIES OR PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE

Clause	Title	Date
52.242-14	Suspension of Work	April 1984

COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
The Contractor shall be required to
(a) commence work under this contract within **10** calendar days after the date the Contractor receives the "construction" notice to proceed (NTP),
(b) prosecute the work diligently, and
(c) complete the entire work ready for use not later than **45 days after NTP**. The time stated for completion shall include final cleanup of the premises.

*After the pre-construction conference, which will happen shortly after award, the Contracting Officer will provide an NTP to allow the contractor to begin any preparations before construction (submittals, etc.). This NTP will be called the "pre-construction" NTP.

*The contract will still have an overall period of performance in which all actions need to be completed by which will be from date of award through 3 September 2026.

SECTION G: CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY FULL TEXT

G-1 DIAR 1452.201-70 AUTHORITIES AND DELEGATIONS (September 2011)

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

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

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

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

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

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

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

G-2 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP) DOI-AAAP-0028

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).
"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.
Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice*:*
1. Invoice date and Government Contract Number
2. Billing period specified with beginning and ending dates. The beginning date must not be later than the completion date or within any previous billing dates.
3. The accounting must follow the approved schedule of values as described in the specification attachment.
4. Total amount due for the billing period
5. Certification of Progress Payment
6. ***Payrolls (Mail weekly)***
7. Substantiation of Subcontractor Payment
8. 52.223-9 Certification with final payment request.
Note – Prior to IPP Invoice submission, Contractors shall coordinate an informal pre-review of their invoice documents.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis

(FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131. If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its quotation**.**

(End of Local Clause)

G-3 LOCAL INTERNET PAYMENT PLATFORM (IPP) HOTLINE

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

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

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

G-4 GOVERNMENT POINTS OF CONTACT

Jorge Alvarez
Contracting Officer
Department of the Interior
Servicing the Bureau of Land Management
Montana/Dakotas State Office
5001 Southgate Drive
Billings, MT 59101
Phone: (854) 500-1840
Email: jorge_alvarez@ios.doi.gov

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 7:30am and 5:30pm, 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.

H-2 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 quoters desiring to review a copy of the full-size drawings may contact the Contracting Officer identified in the solicitation.

H-3 FEDERAL HOLIDAYS

Federal law (5 U.S.C. 6103) establishes the public holidays for Federal employees. Please note that most Federal employees work on a Monday through Friday schedule. For these employees, when a holiday falls on a nonworkday -- Saturday or Sunday -- the holiday usually is observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday).

To see holidays for a specific year, please visit https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/#url=2026

Holiday Schedule

Date	Holiday
Thursday, January 01	New Year's Day
Monday, January 19	Birthday of Martin Luther King, Jr.
Monday, February 16 *	Washington's Birthday
Monday, May 25	Memorial Day
Friday, June 19	Juneteenth National Independence Day
Friday, July 03 **	Independence Day
Monday, September 07	Labor Day
Monday, October 12	Columbus Day
Wednesday, November 11	Veterans Day
Thursday, November 26	Thanksgiving Day
Friday, December 25	Christmas Day

**This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.*

***If a holiday falls on a Saturday, for most Federal employees, the preceding Friday will be treated as a holiday for pay and leave purposes. (See 5 U.S.C. 6103(b).) If a holiday falls on a Sunday, for most Federal employees, the following Monday will be treated as a holiday for pay and leave purposes. (See Section 3(a) of Executive Order 11582, February 11, 1971.) See also our Federal Holidays – "In Lieu Of" Determination Fact Sheet at https://www.opm.gov/policy-data-oversight/pay-leave/work-schedules/fact-sheets/Federal-Holidays-In-Lieu-Of-Determination.*

H-4 LIMITATIONS ON SUBCONTRACTING REPORTING

In accordance with 52.219-14 Limitations on Subcontracting (JAN 2026), the prime contractor will **not** pay more than **85 percent** of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded.

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 quoter 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-5 Conformity with Drawings and Specifications

Unless working tolerances are specified, all work performed and materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements shown on the drawings, indicated in the specifications, or designated on the ground. "Reasonably close conformity" is compliance with reasonable and customary manufacturing and construction tolerances.

H-6 Samples, Tests, Cited Specifications

Reference made in the contract to specifications, standards, or test methods adopted by AASHTO, ASTM, GSA, or other recognized National technical associations, shall mean specifications, standards, or test methods (including interim or tentative issues) which are in effect on the date of the solicitation.

(END OF PART I)

PART II – CONTRACT CLAUSES

SECTION I: CONTRACT CLAUSES

52.252-02 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 the following address:

HTTPS://WWW.ACQUISITION.GOV/FAR-OVERHAUL/FAR-PART-DEVIATION-GUIDE/FAR-OVERHAUL-PART-52#FAR_52_216_1

Clause	Title	Date
52.203-17	Contractor Employee Whistleblower Rights	November 2023
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	January 2017
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	January 2017
52.204-13	System for Award Management Maintenance	August 2025
52.204-19	Incorporation by Reference of Representations and Certifications	December 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	November 2015
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	August 2025
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	August 2025
52.214-34	Submission of Offers in the English Language	April 1991
52.214-35	Submission of Offers in U.S. Currency	April 1991
52.219-6	Notice of Total Small Business Set Aside	September 2025
52.219-28	Post-Award Small Business Program Representation	September 2025
52.222-3	Convict Labor	September 2025
52.222-6	Construction Wage Requirements	September 2025
52.222-7	Withholding of Funds	September 2025
52.222-8	Payrolls and Basic Records	September 2025
52.222-9	Apprentices and Trainees	September 2025
52.222-10	Compliance with Copeland Act Requirements	September 2025
52.222-11	Subcontracts (Labor Standards)	September 2025
52.222-12	Contract Termination-Debarment	May 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Act Regulations	May 2014
52.222-14	Disputes Concerning Labor Standards	September 2025
52.222-15	Certification of Eligibility	May 2014
52.222-36	Equal Opportunity for Workers with Disabilities	September 2025
52.222-50	Combating Trafficking in Persons	September 2025
52.222-55	Minimum Wages Under Executive Order 13658	September 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	September 2025
52.223-5	Pollution Prevention and Right-to-Know Information	May 2024
52.223-23	Sustainable Products and Services	September 2025
52.226-7	Drug Free Workplace	May 2024
52.226-8	Encouraging Contractor Policy to Ban Text Messaging While Driving	May 2024
52.228-14	Irrevocable Letter of Credit	November 2014
52.228-15	Performance and Payment Bond – Construction	June 2020
52.232-27	Prompt Payment for Construction Contracts	January 2017
52.232-33	Payment by Electronic Funds Transfer-- System for Award Management	October 2018
52.232-39	Unenforceability of Unauthorized Obligations	June 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	March 2023
52.233-1, Alt 1	Disputes	August 2025

52.233-3	Protest After Award	August 2025
52.233-4	Applicable Law for Breach of Contract Claim	August 2025
52.236-2	Differing Site Conditions	July 2025
52.236-3	Site Investigation and Conditions Affecting the Work	July 2025
52.236-5	Material and Workmanship	July 2025
52.236-7	Permits and Responsibilities	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
52.236-15	Schedules for Construction Contracts	July 2025
52.236-17	Layout of Work	July 2025
52.240-90	Security Prohibitions and Exclusions Representations and Certifications.	August 2025
52.243-5	Changes and Changed Conditions	June 2025
52.244-6	Subcontracts for Commercial Items	September 2025
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	April 1984
52.249-10	Default (Fixed-Price Construction)	April 1984
52.253-1	Computer Generated Forms	September 2025

CLAUSES INCORPORATED BY FULL TEXT

52. 213-4 Terms and Conditions—Simplified Acquisitions (Noncommercial).

Terms and Conditions—Simplified Acquisitions (Noncommercial) (September 2025)

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

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

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

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

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

(End of clause)

52.225-9 BUY AMERICAN - CONSTRUCTION MATERIALS (September 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:
_____[Contracting Officer to list applicable excepted materials or indicate "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.]

(End of clause)

52.228-13 Alternative Payment Protections (July 2000)

(a) The Contractor shall submit one of the following payment protections:
1. Payment bond
2. Irrevocable Letter of Credit
(b) The amount of the payment protection shall be 100 percent of the contract price.
(c) The submission of the payment protection is required within *10* days of contract award.
(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (February 1998)

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

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSE (November 2020)

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

(b) The use in this solicitation or contract of any FAR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

DIAR 1452.204-70 RELEASE OF CLAIMS – DEPARTMENT OF THE INTERIOR (July 1996)

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

DIARS 1452.228-70 LIABILITY INSURANCE - DEPARTMENT OF THE INTERIOR (July 1996)

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

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

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

(END OF PART II)

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

Number	Description	Number of Pages
1	Specification	46
2	Drawings	7
3	Wage Determination	6

Construction wage rate requirements are applicable to this project. Current prevailing wage determination(s) at time of issuance of solicitation are included in this Section.

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

PART IV – REPRESENTATIONS AND INSTRUCTIONS

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

(END OF SECTION)

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

PROVISIONS INCORPORATED BY REFERENCE

Clause	Title	Date
52.204-7	System for Award Management	August 2025

PROVISIONS INCORPORATED BY FULL TEXT

L-1 52.216-1 TYPE OF CONTRACT (September 2025)

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

L-2 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (September 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-3 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-4 SITE VISIT (CONSTRUCTION)

(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, quoters are urged and expected to inspect the site where the work will be performed. If an organized site visit will be conducted, substitute a paragraph substantially the same as the following for paragraph (b) of the basic provision:

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

Date:	17 June 2026
Time:	12:30 PM Mountain Time
Meeting Place:	Missouri Breaks Interpretive Center, 701 7th St, Fort Benton, MT 59442
Special Instructions (Lat/Long):	
Point of Contact for Site Visit:	Ben Brooks
Role/Title:	Civil Engineer, COR
Phone:	406-538-1937
Email:	bjbrooks@blm.gov

L-5 BLM 1510-52.233-2 SERVICE OF PROTEST – BUREAU OF LAND MANAGEMENT (DEVIATION) JUL 1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be emailed to the Contracting Officer (jorge_alvarez@ios.doi.gov) and the contractor shall request a written and dated acknowledgment of receipt.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240.

(d) In accordance with FAR 33.103(d)(4), interested parties may request an independent review of their protest at a level above the contracting officer by notifying the following contact point: (Laura Park at lpark@blm.gov). This review is available as an alternative to consideration by the contracting officer or is available as an appeal of a contracting officer decision.

L-6 52.252-1 SOLICITATIONS PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

L-8 RESTRICTIONS ON CONTACTS

Beginning upon release of the request for quote (RFQ) through contract award, contacting government employees who may be associated with this work by participating quoters on the subject of this RFQ is inappropriate. Quoters for this RFQ, including subcontractors and teammates, shall not attempt such contacts during this period. **All correspondence shall be through the Jorge Alvarez**.

L-9 SUBMITTAL OF QUESTIONS

Quoters shall submit questions by 30 June 2026 at 1:00 pm, Mountain Time. Questions submitted after this date and time will be accepted but may not be answered.

Quoters for this RFQ, including subcontractors and teammates, shall consolidate questions related to this solicitation and site visit in a Request for Information (RFI) formatted Word document. Any RFI is to be emailed as an editable attachment to **Jorge Alvarez** (jorge_alvarez@ios.doi.gov) with the subject line: **RFI – 140L3626Q0036 MBIC Boiler Replacement**. Only written RFI's will be considered and responded to. Responses to the RFI will be posted as an amendment to the solicitation on https://sam.gov.

L-10 ALTERNATIVE PAYMENT PROTECTIONS

The successful quoter shall submit appropriate Alternative Payment Protection within 10 days in accordance with FAR 52.228-13, or the quoter will forfeit the award and is liable for any cost of acquiring the work that exceeds the amount of its quote.

L-11 SUPPLEMENTAL INSTRUCTIONS – PREPARATION OF QUOTE - COMPETITIVE ACQUISTION

(a) General

(1) The Bureau of Land Management (BLM) intends to conduct this acquisition by using competitive procedures in accordance with provisions set forth in the request for quote (RFQ) and FAR Part 13. The Government intends to award a single contract to the responsible firm whose quote is most advantageous to the Government, price and other factors considered. Other factors for this solicitation include Prior Demonstrated Experience of the quoter.

(2) The Government shall not award any contract if the resulting contract would not represent a "best value" to the Government.

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

(4) Quoters are cautioned to submit adequate information to enable the Government to fully ascertain each quoter's capability to perform the requirements in accordance with Section M. Commitments made in the quote will 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 quotes, 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. However, if at any time during this competition, the Contracting Officer determines that adequate price competition no longer exists, quoters may be required to submit information to the extent necessary for the Contracting Officer to determine the reasonableness of the price.

(6) If an quoter believes that requirements in these instructions contain an error, omission, or are otherwise flawed, the quoter shall immediately notify the Contracting Officer in writing (email) with supporting rationale by the Questions Due Date provided on the Foreword Page. **All concerns and questions shall be submitted to Jorge Alvarez jorge_alvarez@ios.doi.gov.**

(7) This RFQ does not commit the Government to any costs incurred in the preparation and submission of a quote or for any other costs incurred by any firm submitting a quote in response to this solicitation. Issuance of this RFQ does not constitute an award commitment on the part of the Government.

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

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

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

(11) Quote must be valid for a **minimum of 30 days.**

(12) Quoters must complete the System for Award Management (SAM) at https://www.sam.gov/portal/public/SAM/ (previously ORCA and CCR). The Government shall obtain quoters' representations and certifications through this system.

(13) Electronic volumes must be separate attachments.

(14) Interchangeable Words: The following roles/words denote different legal terms and ramifications: contractor, quoter, 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 the following: 1) Specifications, 2) Project and 3) Solicitation.

(15) Unless stated otherwise, alternate quotes are not authorized and will not be accepted.

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

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

L-12 QUOTE SUBMITTAL

Quotes must be in accordance with and in the order detailed in this section. **Quotes are due by the date and time specified in block 13 of Standard Form 1442, "Solicitation, Offer, and Award (Construction, Alteration, or Repair). It is the responsibility of quoters to ensure their quote is received by the recipient and by the due date and time.**

The quoter is to submit a fully compliant quote to the following email addresses:
jorge_alvarez@ios.doi.gov

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

L-13 VOLUME FORMAT INSTRUCTIONS

(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
SAM UEI
Contact Information:
Name
Phone
Email
Address

(2) Volume Number & Title

(a) The quote shall be within the required page limitation and each page in each section must be consecutively numbered. Pages more than the noted page limitation will not be read or considered.

(b) The quote and its page limitations are as follows:

VOLUME	TITLE	NUMBER OF COPIES REQUIRED	TOTAL PAGE LIMITATION
Volume 1	Required Documentation	1 electronic copy	Unlimited
Volume 2	Prior Demonstrated Experience	1 electronic copy	5
Volume 3	Pricing	1 electronic copy	Unlimited

*The following are excluded from the page count: (1) Schedule of Items, (2) Standard Forms 1442 and 30, (3) Table of Contents, (4) Section Dividers (Tabs), (5) Cover Pages, (6) Title Pages, and (7) Pricing.

L-14 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 quoter's company must complete and sign Blocks 20a, 20b, 20c, 30a, 30b, and 30c 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 quote.

(b) Acknowledgement of 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 and block 19, *Acknowledgement of Amendments* on the SF 1442.

L-15 VOLUME 2: FACTOR 1, PRIOR DEMONSTRATED EXPERIENCE

(a) The quoter shall identify three recent contracts that are most similar in size, scope, and complexity to the work of this acquisition to demonstrate its experience to perform this work. The projects provided must be within the last 5 years to be considered recent. This should be the quoter's own experience as a prime or subcontractor; experience from a proposed subcontractor shall not be submitted. The quoter shall describe the connection between each contract and this project, offering specific details that demonstrate how similar they are. The quoter must show successful completion of projects similar in scope and complexity. The Government will use this information to assess its confidence in the quoter's capabilities.

L-16 VOLUME 3: FACTOR 2, PRICING

(a) **Complete and submit Section B, Price Schedule and enter total proposed fixed price in Block 17 and on page 3 of SF 1442**. Labor costs associated with this project shall be in accordance with Construction Wage Rate Requirements Statute.

(b) Quotes will be considered for award on the schedules listed in Section B.

(c) Price Reasonableness. These instructions provide the quoter guidance in submitting information other than cost or pricing data required to evaluate the reasonableness of the proposed price. Quotes should be sufficiently detailed to demonstrate their reasonableness and affordability. The burden of proof for credibility of proposed prices rests with the quoter.

(END OF SECTION)

SECTION M: EVALUATION FACTORS FOR AWARD

M-1 BASIS FOR CONTRACT AWARD

(a) This acquisition is a **Total Small Business** set-aside under the North American Industry Classification System (NAICS) Code 238220 with a small business size standard of $19 million. A quoter determined to be other than a small business will be deemed ineligible for award.

(b) Award will be made to the responsible firm whose quote is most advantageous to the Government, price and other factors considered. Other factors for this solicitation include Prior Demonstrated Experience of the quoter. Prior Demonstrated Experience information may be based on the Government's knowledge of and previous experience with the quoter, or other reasonable basis.

(b) The Government intends to make **ONE** award based on evaluation of quotes submitted in response to this solicitation. Award will be made to the responsible quoter whose quote conforms to all solicitation requirements, such as terms and conditions, representations and certifications, and provides the best value to the Government based on the results of the evaluation.

M-2 EVALUATION PROCESS

PRICE AND PRIOR DEMOSTRATED EXPERIENCE

Prior Demonstrated Experience will be significantly more important than cost or price.

As the non-price merits of competing quotes approach equal, Price will become more important in the best value decision. Quoters are cautioned that the award may not necessarily be made to the lowest priced quote.

Following receipt of quotes, the Government may perform a comparative analysis (comparing quoter responses to one another) to select the quoter that is best suited to fulfill the requirements, based on the quoters' responses to the factors outlined in this RFQ and their relative importance.

The Government anticipates selecting the best-suited quoter from initial responses, without engaging in exchanges with quoters. Quoters are strongly encouraged to submit their best prior experience and price in response to this RFQ.

Once the Government determines the quoter that is the best-suited (i.e., the apparent successful quoter), the Government reserves the right to communicate with only that quoter to address any remaining issues, if necessary, and finalize a purchase order with that quoter. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined pertinent at the sole discretion of the Government, the Government reserves the right to communicate with the next best-suited quoter based on the original analysis and address any remaining issues. Once the Government has begun communications with the next best-suited quoter, no further communications with the previous quoter will be entertained until after the purchase order has been awarded. This process shall continue until an agreement is successfully reached and a purchase order is awarded.

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, PRIOR DEMOSTRATED EXPERIENCE

(a) Prior Demonstrated Experience projects deemed not relevant will be rejected and not considered. Projects deemed not recent (greater than five years) will be disregarded.

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: Prior Demonstrated Experience effort involving much of the same magnitude of effort and complexities this solicitation requires. Effort and complexities are defined by the scope, tasks, and requirement's specifications. Therefore, projects will be considered not relevant if the Prior Demonstrated Experience effort did not involve any of the magnitude of effort and complexities required by this solicitation. Projects including similar tasks associated with the requirements of this solicitation as determined by the scope of work and specifications, size, magnitude (cost), complexity and scope, and/or contained similar features, functions, components, systems, and/or project(s) were for a federal, state, or local municipality. The magnitude is defined in Block 10 of SF 1442.

(b) Prior Demonstrated Experience. The Government will evaluate the Quoter's ability to successfully complete the project by reviewing their demonstrated experience. Previous experience will be assessed to determine the likelihood of achieving successful results, focusing on the Quoter's history of working with systems comparable to the requirements outlined in the technical documents. Additionally, the Government will consider the relevance of the Quoter's prior experience to this solicitation.

In consideration of a quoter's total Prior Demonstrated Experience information, one of the following ratings will be assigned:

Rating	Description
High Confidence	The Government has ***high confidence*** that the Quoter will be successful in performing the contract with ***little or no*** Government intervention.
Some Confidence	The Government has ***some confidence*** that the Quoter will be successful in performing the contract with ***some*** Government intervention.
Low Confidence	The Government has ***low confidence*** that the Quoter will be successful in performing the contract ***even with*** Government intervention.

M-5 VOLUME 3: FACTOR 2, PRICING

(a) The Government will evaluate quotes for award purposes by adding the total price of all line-items.

(b) Price reasonableness, 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 competitive quotations. For additional information, see FAR 31.201-3, Determining Reasonableness.

(c) Affordability: An affordability assessment will consider if the proposed price is within the Government's funding profile.

(END OF SOLICITATION)