SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140L3626Q0039	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 07/07/2026	PAGE 1 OF 36 PAGES

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0044049048	6. PROJECT NO.

7. ISSUED BY CODE LMA	8. ADDRESS OFFER TO
BLM MT-STATE OFC(MT935) 5001 SOUTHGATE DR. BILLINGS MT 59101	Dept of the Interior-BLM Montana State Office Attn: Emma Padeken email: emmaline_padeken@ios.doi.gov

9. FOR INFORMATION CALL	a. NAME Emmaline Padeken	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 4068965365

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: Lewistown Fire UPS Room Mini Split AC Replacement, Montana

B. Location of Work: Work under this project is located in Fergus County, Montana.

C. Estimated Range of the Project: Less than $25,000

D. The North American Industrial Classification System (NAICS) Code is 238220. The applicable Small Business Size Standard is $19.0 Million.

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

F. The Contractor's SAM.GOV Unique Entity ID:_____

11. The contractor shall begin performance within 10 calendar days and complete it within 90 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** FAR clause 52.211-10 ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☐ YES ☒ NO	0

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 07/21/2026 (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 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

CODE FACILITY CODE

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

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

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

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

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

26. ADMINISTERED BY 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)*

Chad Clapp

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: 12/01/2026 Delivery Location Code: 0011276758 BLM-MT LEWISTOWN DISTRICT OFFICE 920 NE MAIN STREET PO BOX 1160 LEWISTON MT 59457 US FOB: Destination				
00010	UPS Room Mini Split Replacement Product/Service Code: J041 Product/Service Description: MAINT/REPAIR/REBUILD OF EQUIPMENT- REFRIGERATION, AIR CONDITIONING, AND AIR CIRCULATING EQUIPMENT Period of Performance: 09/30/2026 to 12/01/2026				

Request for Quotes

Solicitation No. 140L3626Q0039

Lewistown Fire UPS Room Mini Split AC Replacement

Montana

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Lewistown Fire UPS Room Mini Split AC Replacement

FOREWORD

The Department of Interior, Bureau of Land Management (BLM), Montana State Office is soliciting quotes for construction activities to furnish all labor, materials, supervision, tools, transportation, equipment, permits, and incidentals necessary to remove an existing failed mini split system and provide a complete new operational ductless split-system air conditioning unit serving the UPS room. The project work under this requirement is located in Fergus County, Montana.

PROCUREMENT OVERVIEW

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

TYPE OF CONSTRUCTION: Building

MAGNITUDE: Less than $25,000

NAICS CODE: 238220: Plumbing, Heating, and Air Conditioning Contractors, Size: $19.0 Million

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: Emma Padeken
Email: emmaline_padeken@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: All questions are due 7 calendar days before the quote due date. After this date, questions will be accepted but may not be answered. All questions must be submitted in writing via e-mail to emmaline_padeken@ios.doi.gov.

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 NO.	Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Mobilization / Trip Charge	1	LS		
2	Remove Existing Unit	1	LS		
3	New Mini Split Equipment	1	LS		
4	Mounting Supports	1	LS		
5	Line Set / Fittings	1	LS		
6	Condensate Materials	1	LS		
7	Electrical Mods	1	LS		
8	Cleanup / Disposal	1	LS		

Total Price _____

SECTION C: SPECIFICATIONS/DRAWINGS

C.1
Statement of Work is 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

BLM - VARIATION IN QUANTITY

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than **20 percent** above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 120 percent or below 80 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

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 **90 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 December 1, 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 call back 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

Emma Padeken
Contract Specialist
Department of the Interior
Servicing the Bureau of Land Management
Montana/Dakotas State Office
5001 Southgate Drive
Billings, MT 59101
Email: emmaline_padeken@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 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-3 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-4 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

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

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

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

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

H-5 SAFETY AND QUALITY CONTROL PLAN

Within 10 days following contract award, the contractor must provide effective quality control/assurance and safety plans for acceptance by the Government. Ensure that the safety plan addresses the hazards of working within a confined safe.

H-6 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-7 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-8 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-9 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.

H-10 Barricades, Warning Signs, and Other Devices

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roads closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance to any place on the project where operations may interfere with the use of the road or trail by traffic and at all intermediate points where the new work crosses or coincides with an existing road or trail. All road barricades, warning signs, lights, temporary signals, flagmen and pilot car operators and equipment, and other protective devices, except for special devices, shall conform with Part VI of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the Federal Highway Administration and applicable safety codes.

Necessary warning signs and guards shall be posted during blasting operations to safeguard the public.

(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
52.228-2	Additional Bond Security	October 1997
52.228-11	Pledges of Assets	February 2021
52.228-12	Prospective Subcontractor Requests for Bonds	December 2022
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
52.245-1	Government Property	September 2021
52.245-9	Use and Charges	April 2012
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)

52.252-2 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	Statement of Work	5
2	Wage Determination	5
3	Price Schedule	1
4	Past Performance Questionnaire	1

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 52.228-1 BID GUARANTEE (September 1996) (if applicable see block 13 on SF1442)

(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 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-5 52.228-17 INDIVIDUAL SURETY—PLEDGE OF ASSETS FEB 2021

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee—
(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and
(2) Standard Form 28, Affidavit of Individual Surety.

(b) The Offeror shall include with its offer the information required at paragraph (a) of this provision within the timeframe specified in the provision at FAR 52.228-1, Bid Guarantee, or as otherwise established by the Contracting Officer.

(c) The Contracting Officer may release the security interest on the individual surety's assets in support of a bid guarantee based upon evidence that the offer supported by the individual surety will not result in contract award.

L-6 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) There will not be an organized site visit. However, interested offerors who would like to arrange a visit may contact Ben Brooks, BLM Civil Engineer at 406-538-1937.

L-7 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 Contract Specialist (emmaline_padeken@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 Contract Specialist 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: (gail_mance@ios.doi.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-8 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-9 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-10 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 Contract Specialist, Emma Padeken, emmaline_padeken@ios.doi.gov** .

L-11 SUBMITTAL OF QUESTIONS

All questions are due 7 calendar days before the quote due date. After this date, questions will be accepted but may not be answered. All questions must be submitted in writing via e-mail to emmaline_padeken@ios.doi.gov .

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. RFI's are to be emailed as an editable attachment to **Emma Padeken** (emmaline_padeken@ios.doi.gov) with the subject line: **RFI – 140L3626Q0039 Lewistown Fire UPS Room Mini Split AC 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-12 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-13 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 Emma Padeken, emmaline_padeken@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 60 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-14 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:
emmaline_padeken@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-15 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	Past Performance	1 electronic copy	15
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, (7) Pricing, and (8) Past Performance Questionnaire.

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, 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 offer.

(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.

(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 ____ .

(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 quote is valid for the time period set in block 13, *Additional Solicitation Requirements,* of the 1442.

(8) Response to the following questions:

o **Judgments, Claims, and Lawsuits**: Are there any judgments, claims, and/or lawsuits pending or outstanding against or involving entity or partners comprising your entity?
No ☐ , Yes ☐ . If yes, submit details of all judgments or claims against either parent office or division/branch that will be responsible for the accomplishment of this project on a separate sheet.

o Is your entity or partners comprising your entity under suspension or debarment by any Federal, state, or local agency, or been terminated on any past projects (Federal or others)?
No ☐ , Yes ☐ . If yes, submit details on a separate sheet.

o IAW FAR 52.209-7(b), the offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than $10,000,000.

o IAW FAR 52.204-24(d),
(1) The offeror ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide additional disclosure

information IAW FAR 52.204-24(e)(1) if the Offeror responds "will".

(2) The offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide additional disclosure information IAW FAR 52.204-24(e)(2) if the Offeror responds "does".

L-17 VOLUME 2: FACTOR 1, PAST PERFORMANCE

(a) The contractor shall furnish a list (no more than three) of Federal, State, local government or commercial projects similar in scope, complexity, and magnitude to the work required under this solicitation that the contractor has completed within the last five years. These projects must clearly demonstrate the contractor's successful ability to accomplish projects in a timely and satisfactory manner. If an offeror intends to utilize subcontractors to perform any of the major components of work, all the requested information must be provided for each proposed subcontractor. 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, key Personnel).
5. Original and final contract amount (Explain significant variations).
6. Original and final contract durations (Explain significant variations).
7. Owner and contact information.
    a. Agency/Customer name.
    b. Point of contact to include title, email, and telephone number.
8. Problems encountered and corrective actions take.

(b) Failure to provide required information may result in an unacceptable quote assessment. 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 punch list 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 price contracts and cost control.

(c) The Past Performance Reference List in Section J must be completed and provided with the offeror's quote.

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

(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-18 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) Offers will be considered for award on the schedules listed in Section B.

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

(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. An offeror 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 past performance of the quoter. Past performance 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 offeror 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

The evaluation process will be accomplished as follows:

PRICE AND PAST PERFORMANCE

Price Evaluation. Initially, offers will be ranked according to price. An offeror's proposed price will be determined by the total price in Section B, Price Schedule and the total proposed fixed price in Block 17 and on page 3 of SF 1442.

Starting from the lowest priced first, the Government will start evaluating Past Performance. If the lowest priced offer is judged to have a passing past performance rating, then that offer represents the best value for the government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other quotes.

If the lowest priced offeror is not judged to have a passing past performance rating, the next lowest priced offeror will be evaluated, and the process will continue (in order by price) until an offeror is evaluated to have a passing past performance rating or until all offerors are evaluated.

If no offeror receives a passing past performance rating. Award will be made to the offeror with the best value to the government.

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, 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. Offerors receiving a rating of "No Confidence" will not be considered for award.

(b) Past Performance. The Government will seek recent and relevant past performance information on all offers based on (1) Past Performance Questionnaires/reference list provided by the offeror and (2) data independently obtained from other government and commercial sources. 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 the recency, relevancy, and quality evaluation of all references reviewed.

(END OF SOLICITATION)