DATIL WELL WUI THINNING UNIT 3 2026, BUREAU OF LAND MANAGEMENT, ALBUQUERQUE DISTRICT OFFICE, BERNALILLO COUNTY, NEW MEXICO

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with part 12. This announcement constitutes the only solicitation. Offers are being requested and a separate written solicitation will not be issued.

Solicitation Number 140L3726Q0156 is issued as a Request for Quotes (RFQ).

This acquisition is set-aside for small business concerns. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

This solicitation is set aside for small business. NAICS 115310 – Support Activities for Forestry – Fuels Management Services. The small business size standard is $34.0 million. Product Service Code F014 – Natural Resources/Conservation – Tree Thinning. The Purchase Order will be issued as a firm, fixed-price agreement with a single lump sum payment.

Department of Interior, Bureau of Land Management, Albuquerque District Office, Bernalillo County, New Mexico has a requirement to perform Manual Fuel Reduction / Thinning – Slash Management (pinyon-juniper) on a per acre basis with an estimated 322 acres with work to be performed from October 1, 2026 – April 1, 2027. The project is located within the Datil Well Recreation Area immediately west of Datil, Catron County, New Mexico - west of US Hwy 60 and north of NM Highway 12 in Township 2 S, Range 10 W, in Section 10 on the Datil, NM Quadrangle. This work is to remove hazardous fuels, improve forest health, protect infrastructure, and break up the recent bug kill mortality continuity of the canopy to reduce wildfire risk to the community of Datil, NM and the Datil Well Campground.

DATIL WELL WUI THINNING UNIT 3

322 Acres X _____ price per acre = TOTAL $_____

(SEE ATTACHMENT 140L3726Q0156 – RFQ PACKAGE FOR COMPLETE STATEMENT OF WORK, MAPS, WAGE DETERMINATIONS, AND CLAUSES / PROVISIONS.)

In accordance with the procedures in FAR Part 12, RFQ 140L3726Q0156 is available for viewing through electronic commerce via Bureau of Land Management's website at https://sam.gov.

All responsible* contractor will submit a quote to the Contracting Officer Audrey Whetham electronically audrey_whetham@ios.doi.gov no later than Wednesday, August 26, 2026, 3:00 pm MDT.

*Note: Any contractor to submit an acceptable quote or awarded a government contract must be registered and active in the System for Award Management (SAM). Contractors must register at www.sam.gov.

- Contractors must submit their Unique Entity ID (UEI) and CAGE code with their quote.

  UEI _____

  CAGE _____

For further information about this requirement, offerors should contact Audrey Whetham at audrey_whetham@ios.doi.gov.

DATIL WELL WUI THINNING UNIT 3 2026, BUREAU OF LAND MANAGEMENT, ALBUQUERQUE DISTRICT OFFICE, BERNALILLO COUNTY, NEW MEXICO

Location of Project

The project is located within the Datil Well Recreation Area immediately west of Datil, Catron County, New Mexico - west of US Hwy 60 and north of NM Highway 12 in Township 2 S, Range 10 W, in Section 10 on the Datil, NM Quadrangle. Project area includes small ponderosa pine stands mixed with piñon / juniper (PJ) on NE facing slopes up to a maximum of 35%, and PJ stands on relatively flat ground adjacent to an improved gravel road.

Boundaries of Project Area

Boundaries will be marked with pink flagging. Portions of the project area boundary follows a fence line that would need to be cut out. The project area is 322 acres in size (see map).

Access

Access is facilitated by US Highway 60, NM Highway 12, and graveled road. Access to the project area will be from the above mentioned roads. All access into the project will be by existing roads or by foot; foot travel lengths would be less than 0.8 miles to the outlying portions of the project area. No vehicle access will be allowed off existing travel routes, except to move the chipper and trailer along the eastern boundary of the campground. See map for access points.

Project Purpose

Goals for the project include remove hazardous fuels, improve forest health, protect infrastructure, and break up the recent bug kill mortality continuity of the canopy to reduce wildfire risk to the community of Datil, NM and the Datil Well Campground. Slash piles in the ponderosa pine stands will be burned when dry by Socorro Field Office fire personnel. Slash adjacent to the gravel road and portions along the southern boundary of the unit will be chipped.

Prescription

- **No Girdling or Pruning.**
- No cutting of any shrubs, ponderosa pine or oak trees.
- Desired spacing would be a mix of the following three prescriptions:
    - Leave 15% of all standing dead pinyon trees, remove ALL remaining standing dead and dead and down by piling.
    - On all slopes all large trees shall be cut and contour felled for erosion control.
    - Cut material in and around any erosion cuts shall be placed in any arroyos.
- **Treatment will be done by hand-cutting (chainsaws and other hand equipment).**
- Target species are One-seed Juniper (*Juniperus monosperma*), and Piñon (*Pinus edulis*).
- Leave tree preference - 1st Healthy tree, 2nd Larger tree, 3rd Alligator Juniper (*Juniperus deppeana*), 4th Piñon Pine (*Pinus edulis*).
- Due to stem characteristics of Juniper and Piñon, stem diameter will be measured 6 inches above ground surface on the high side for cutting (DSH-diameter at stump height), **not DBH**.
- Retain all ponderosa pine (*Pinus ponderosa*)live and standing dead.
- Cut any live Juniper tree 1 foot tall or above that do not meet the above criteria for leave trees.
- Cut smaller Juniper seedlings and saplings growing under larger leave trees.
- Cut all dead piñon and dead/live juniper trees within 30 feet of power lines and ponderosa pine trees.

- Sever all live limbs and green needles from cut stumps.
- Ponderosa pine will be included when determining average tree spacing in the woodland stand.
- Cut stumps should be 4 inches or less in height.
- Cut and felled material shall be bucked into lengths of 4-5 feet to speed drying, in areas with roads material shall be bucked to 12-16 inches in length. Material shall be moved and stacked next to the road for removal.
- Piling will be done by hand.
- Slash piles shall be constructed in a manner that will allow piles to burn down with minimal "chunking" (i.e. raking and cutting the edges in to maximize consumption).
- All cut material 3 inches and larger in diameter will be left out of slash piles. All limbs < 3 inches in diameter shall be removed from larger cut material.
- All piles will be at least 10 feet from leave trees to minimize crown scorch when slash piles are burned later.
- Remove cut material 30 feet from structures (example: fences, waters, powerlines), fiber optic ROW, and ponderosa pine trees.
- Cut material that is less than 3 inches in diameter will be placed in arroyos and erosion "cuts" located within 1 chain (66 feet) of cut trees to help slow head cutting and soil erosion.
- No travel on two track roads when soils are saturated by rain or snow; stay on gravel or pavement.
- No cutting in designated areas to protect cultural sites and/or improvements.
- In open swells and bottoms all One-seed Juniper 8ft and smaller shall be cut and piled.
- All slash within 100ft from the main road shall be chipped by machine.

Estimated start date is October 1, 2026 with performance time 120 days from contract award.

EVALUATION

For the quote to be technically acceptable it must include the following information:

Experience: Provide 3 references for projects completed similar in scope and size. (Name of Job, Start and end dates, Location, Description of work performed, Company – Contact Information, Value of the Job)

Schedule: Provide a schedule to show how work described in the SOW will be completed within the Period of Performance requirements.

Technical: Provide information on how the contractor will approach the project that demonstrates a thorough knowledge and understanding of the requirements in SOW.

Terms and Conditions outlined in FAR 52.212-2 EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (RFO DEVIATION MAR 2026).

Clauses

FAR 52.212-4 TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (RFO DEVIATION MAR 2026).

FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS. (JAN 2017)

FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (RFO DEVIATION MAR 2026).

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023).

FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996).

FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004).

---Addendum to 52.212-4---

DOI-AAAP-0028 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS-INVOICE PROCESSING PLATFORM (IPP) (FEB 2021)
Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

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

https://www.ipp.gov.

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

Contractor's Invoice

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

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

(End of Local Clause)

DIAR 1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011)

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

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

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

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

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

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

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

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

(End of Clause)

FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (RFO DEVIATION MAR 2026).

52.242-15 STOP-WORK ORDER (AUG 1989).

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020).

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

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

(End of clause)

--- End of Addendum to 52.212-4---

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023).
52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (RFO DEVIATION MAY 2026).

FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (RFO DEVIATION MAY 2026).

FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (RFO DEVIATION JAN 2026)(15

U.S.C. 644). FAR 52.222-3 CONVICT LABOR (RFO DEVIATION MAY 2026).

FAR 52.222-35, EQUAL OPPORTUNITY FOR VETERANS (RFO DEVIATION MAY 2026)(38 U.S.C. 4212).

FAR 52.222-36, EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (RFO DEVIATION MAY 2026) (29 U.S.C. 793).

FAR 52.222-37, EMPLOYMENT REPORTS ON VETERANS (RFO DEVIATION MAY 2026) (38 U.S.C. 4212).

FAR 52.222-41, SERVICE CONTRACT LABOR STANDARDS (RFO DEVIATION MAY 2026) (41 U.S.C. CHAPTER 67).

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014).

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5 332.

(End of clause)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (RFO DEVIATION MAY 2026) (22 U.S.C. CHAPTER 78 AND E.O. 13627)

FAR 52.222-54, EMPLOYMENT ELIGIBILITY VERIFICATION (RFO DEVIATION MAY 2026).

FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (RFO DEVIATION MAY 2026).

FAR 52.222-90, ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (RFO DEVIATION MAY 2026).

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021) (E.O.'S, PROCLAMATIONS, AND STATUTES ADMINISTERED BY THE OFFICE OF FOREIGN ASSETS CONTROL OF THE DEPARTMENT OF THE TREASURY).

FAR 52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAR 2026) (E.O. 13513).

FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT2018) (31 U.S.C. 3332).

FAR 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (RFO DEVIATION MAR 2026).

FAR 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (RFO DEVIATION MAR 2026).

FAR 52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (RFO DEVIATION MAR 2026).

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (RFO DEVIATION MAY 2026).

Contract Documents, Exhibits, or Attachments

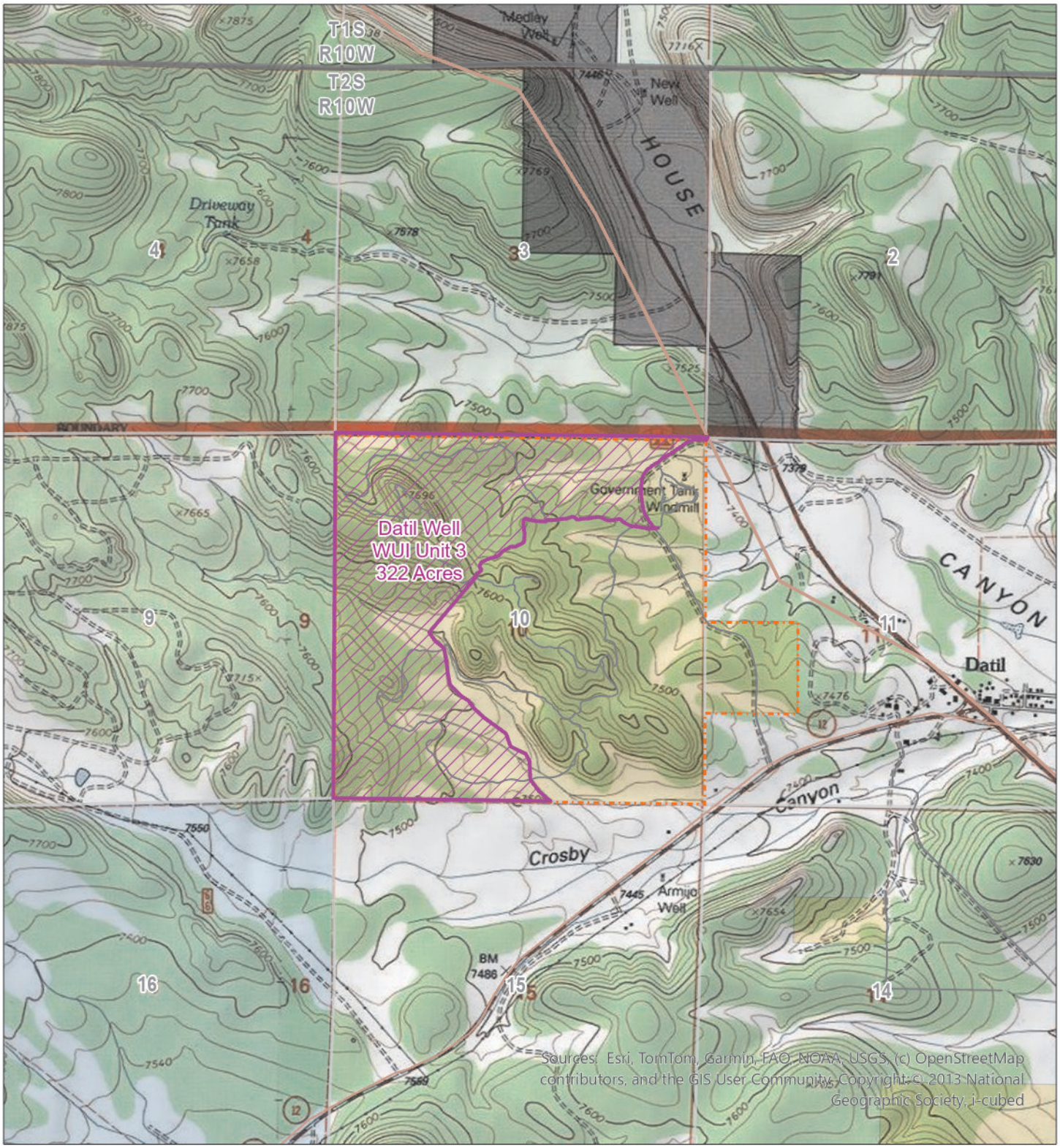
Datil Well WUI Thinning Unit 3

2026

Bureau of Land Management
Office Name
Office Address
Office City, State Zip
Phone Number

New Mexico

6/10/2026



Treatment Area
US Route
State Route
BLM Roads/Trails (GTLF)

Special Recreation Management Area (SRMA)
U.S. State Boundary
Public Land Survey System (PLSS) Township
PLSS Section

Bureau of Land Management
Forest Service
Private
State

N

0 0.2 0.4 Miles
0 0.3 0.6 Kilometers

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of this map or the data displayed for individual use or aggregate use with other data.

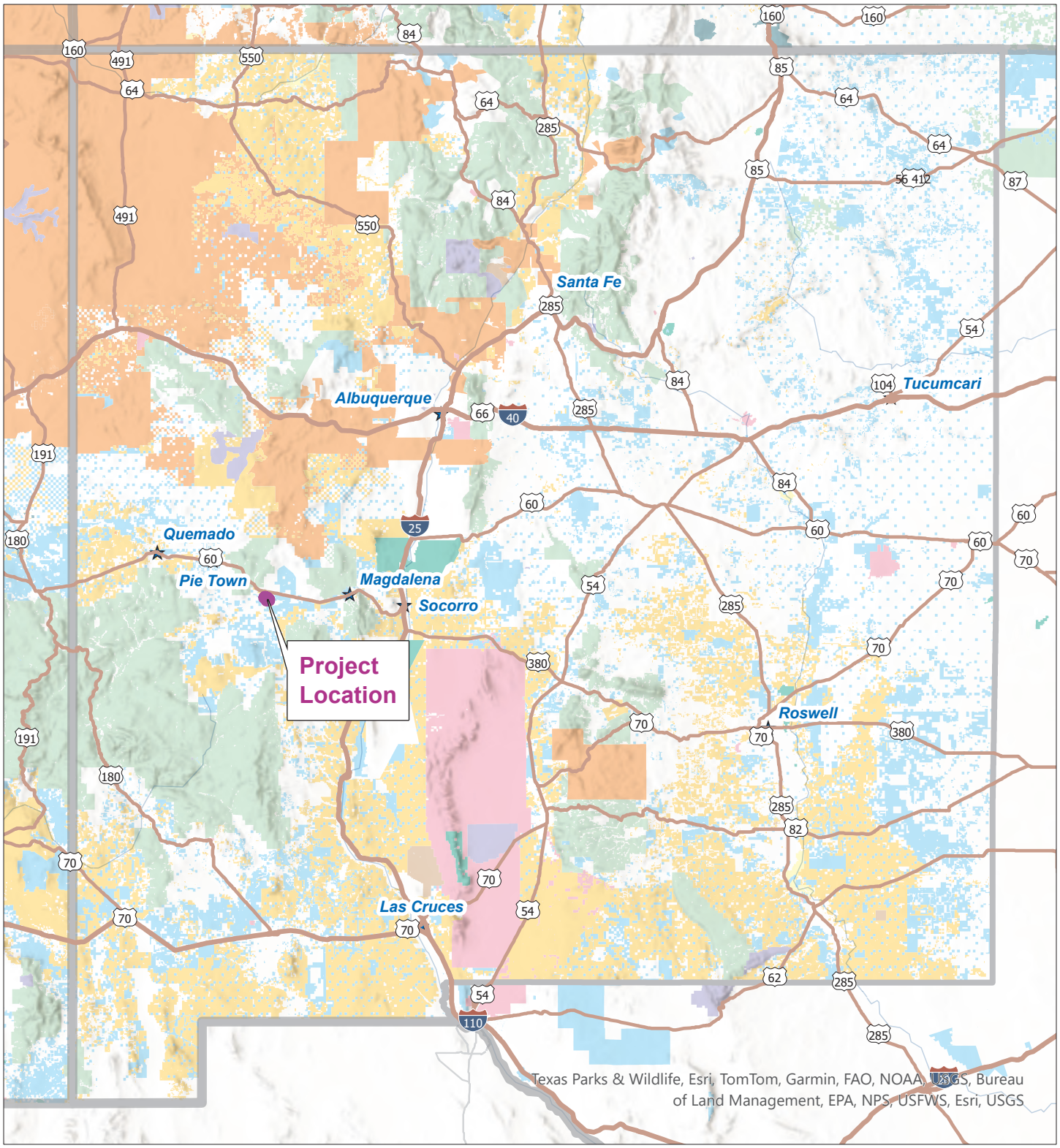
Datil Thinning 2025

Vicinity Map

Bureau of Land Management
Socorro Field Office
901 South Highway 85
Socorro, New Mexico 87801
575-835-0412

New Mexico

5/2/2025



- Datil Thinning
- Bureau of Land Management (BLM)
- US Forest Service (USFS)
- National Park Service (NPS)
- US Fish and Wildlife (USFW)
- Department Of Defense (DOD)
- Bureau of Reclamation (USBR)
- Bureau of Indian Affairs (BIA)
- Other Federal
- State
- Local
- Private or Unknown

N

0 30 60 Miles

0 50 100 Kilometers

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of this map or the data displayed for individual use or aggregate use with other data.

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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 1969-0115
Revision No.: 87
Date Of Last Revision: 5/13/2026

Daniel W. Simms
Director

Division of
Wage Determinations

Employed on contracts for forestry and land management services.

State: New Mexico

Area: New Mexico Counties of Bernalillo, Catron, Chaves, Cibola,
Colfax, Curry, De Baca, Dona Ana, Eddy,
Grant, Guadalupe, Harding, Hidalgo, Lea,
Lincoln, Los Alamos, Luna, McKinley,
Mora, Otero, Quay, Rio Arriba,
Roosevelt, San Juan, San Miguel,
Sandoval, Santa Fe, Sierra, Socorro,
Taos, Torrance, Union and Valencia

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
08010 - Brush/Precommercial Thinner		16.86
08040 - Choker Setter		15.92
08070 - Faller/Bucker		20.43
08100 - Fire Lookout		16.86
08130 - Forestry Equipment Operator		22.68
08160 - Forestry/Logging Heavy Equipment Operator		26.81
08190 - Forestry Technician		17.84

08200 - Forestry Truck Driver	26.81
08250 - General Forestry Laborer	14.97
08280 - Nursery Specialist	23.37
08310 - Slash Piler/Burner	16.86
08340 - Tree Climber	18.84
08370 - Tree Planter	13.75
08400 - Tree Planter, Mechanical	13.75

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

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month

HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans'

Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of """"wash and wear"""" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the """"Service Contract Act Directory of Occupations"""", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order

the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the """"Service Contract Act Directory of Occupations"""" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.
"

Provisions

FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (RFO DEVIATION MAR 2026).

FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2024).

FAR 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017).

FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (RFO DEVIATION MAY 2026).

---Addendum to 52.212-1---

FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (RFO DEVIATION MAR 2026).

DIAR 1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION -- DEPARTMENT OF THE INTERIOR (APR 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:
"The information specifically identified on pages _____of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:
"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of provision)

52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

---End of Addendum to 52.212-1---

FAR 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (RFO DEVIATION MAR 2026).

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

Experience: Provide 3 references for projects completed similar in scope and size. (Name of Job, Start and end dates, Location, Description of work performed, Company – Contact Information, Value of the Job)

Schedule: Provide a schedule to show how work described in the SOW will be completed within the Period of Performance requirements.

Technical: Provide information on how the contractor will approach the project that demonstrates a thorough knowledge and understanding of the requirements in SOW.

Price

(b) Options (if applicable). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) Notice of award. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

---End of Addendum to 52.212-2---