SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
	140L3626R0002	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	08/04/2026	1		37

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	0044050641	

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

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

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

A. Project Title: Marcott Coulee Pipeline
B. Location of the Work: The place of performance is located in Fergus County, MT.
C. Estimated Magnitude of Construction: The estimated price range of this acquisition is between $250,000 and $500,000.
D. The North American Industry Classification System (NAICS) code is 237110. The applicable Small Business Size Standard is $45 Million.
E. The solicitation is issued as a Total Small Business Set-Aside procurement.
F. SAM UEI Number:

11. The contractor shall begin performance within 10 calendar days and complete it within 568 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** _____ ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1300 ***(hour)*** local time 09/07/2026 (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)*

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

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

CODE FACILITY CODE

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

AMOUNTS ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

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

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

26. ADMINISTERED BY LMA

BLM MT STATE OFC(MT935)
5001 SOUTHGATE DR.
BILLINGS MT 59101

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

Jorge Alvarez

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 04/15/2028 Delivery Location Code: 0011276422 BLM-MT LEWISTOWN FIELD OFFICE* 920 NE MAIN STREET PO BOX 1160 LEWISTOWN MT 59457-1160 US Period of Performance: 09/25/2026 to 04/15/2028				
00010	CONSTRUCT MARCOTT COULEE PIPELINE Product/Service Code: Y1NE Product/Service Description: CONSTRUCTION OF WATER SUPPLY FACILITIES				

Request for Proposals
Solicitation No. 140L3626R0002

Marcott Coulee Pipeline

Montana

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Marcott Coulee Pipeline
MONTANA

FOREWORD

The Department of Interior, Bureau of Land Management (BLM), Montana State Office is soliciting proposals for constructing and installing a complete stock-water delivery system known as the Marcott Coulee Pipeline Project. Work includes trenching to a minimum 6-foot bury depth, HDPE pipeline installation, excavation, embankment construction, temporary excavation support, water system assembly installation, watering assemblies, water trough assemblies, curb stop valve assemblies, remote tap assemblies, air-relief valve assemblies, bedding and backfill placement, gravel placement, wood post installation, erosion-control practices, and all associated testing required to verify system performance. All work must comply with detailed federal specifications, ASTM standards, AWPA wood-treatment requirements, and BLM oversight provisions. The project's overall goal is to establish a fully functional, durable, potable stock-water pipeline system supporting multiple watering facilities while ensuring protection of surrounding natural resources. This project is located in Fergus County, Montana.

PROCUREMENT OVERVIEW

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

TYPE OF CONSTRUCTION: Heavy

NAICS CODE: 237110, Water and Sewer Line and Related Structures Construction

MAGNITUDE: Between $250,000 and $500,000

RESTRICTIONS ON CONTACTS: Beginning upon release of the request for proposal (RFP) through contract award, contacting Government employees who may be associated with this project by participating offerors is inappropriate. Offerors participating in this RFP, including subcontractors and teammates, shall not contact Government employees during this period. All correspondence shall be submitted in writing only through the Contracting Officer listed below (telephonic inquiries will not be accepted):

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

SITE VISIT: The Government strongly urges offerors 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: 28 August 2026 at 1:00 pm, Mountain Time. Questions submitted after this date and time may not be answered. All questions must be submitted in writing via e-mail to Jorge Alvarez, jalvarez@ios.doi.gov. See Section L, Paragraph L.9, *Submittal of Questions* for more information.

PROPOSAL RESPONSE DATE: For dates when contractors are to submit their proposals, 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 15, 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 proposal.

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SECTION B – PRICE SCHEDULE

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

B.2 PRICE SCHEDULE

(a) Offers will be considered for award on the Attached Price Schedule (**Attachment 10 – Price Schedule**) but offers will not be considered for award on a partially completed Schedule. All line items, including additive line items, must be completed.

(b) All offers are subject to the terms and conditions of this solicitation.

SECTION C: SPECIFICATIONS/DRAWINGS

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

SECTION D: PACKAGING AND MARKING

Not Applicable.

(END OF SECTION)

SECTION E: INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

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

(END OF SECTION)

SECTION F: DELIVERIES OR PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE

Clause	Title	Date
52.242-14	Suspension of Work	April 1984

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 notice to proceed (NTP),
(b) prosecute the work diligently, and
(c) complete the entire work ready for use not later than **568 days after NTP**. The time stated for completion shall include final cleanup of the premises.

SECTION G: CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

(End of Local Clause)

G-3 LOCAL INTERNET PAYMENT PLATFORM (IPP) HOTLINE

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

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

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

G-4 GOVERNMENT POINTS OF CONTACT

Jorge Alvarez
Contracting Officer
Department of the Interior
Servicing the Bureau of Land Management
Montana/Dakotas State Office
Phone: (854) 500-1840
Email: jalvarez@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 offerors 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

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 offeror and awardee of the contract. The contractor is responsible for ensuring compliance with the Limitation on Subcontracting.

At the conclusion of the period of performance and prior to final payment, the contractor shall submit a Limitation on Subcontracting Report directly to the Contracting Officer. The following information is required as part of the report:

(1) the total amount paid to the Prime during the performance period broken out by labor and materials
(2) list of Similarly Situated Subcontractors and the amounts paid to each during the performance period broken out by labor and materials
(3) list of any other subcontractors and the amounts paid to each during the performance period broken out by labor and materials.
If the Contracting Officer review of the report finds that the contractor is not in compliance for the period of performance, the contractor will be notified in writing. Penalties for failure to comply are described in 13 CFR 125.6(h) which states:

Whoever violates the requirements set forth in paragraph (a) of this section shall be subject to the penalties prescribed in 15 U.S.C. 645(d), except that the fine shall be treated as the greater of $500,000 or the dollar amount spent, in excess of permitted levels, by the entity on subcontractors. A party's failure to comply with the spirit and intent of a subcontract with a similarly situated entity may be considered a basis for debarment on the grounds, including but not limited to, that the parties have violated the terms of a government contract or subcontract pursuant to FAR 9.406-2(b)(1)(i) (48 CFR 9.406-2(b)(1)(i)).

H-8 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
52.202-1	Definitions	June 2020
52.203-3	Gratuities	April 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-7	Anti-Kickback Procedure	June 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal	September 2024
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	June 2020
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
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	August 2025
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
52.219-8	Utilization of Small Business Concerns	February 2026
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
52.222-35	Equal Opportunity for Veterans	April 2026
52.222-36	Equal Opportunity for Workers with Disabilities	September 2025
52.222-37	Employment Reports Veterans	April 2026
52.222-50	Combating Trafficking in Persons	September 2025
52.222-54	Employment Eligibility Verification	April 2026
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
52.227-1	Authorization and Consent	June 2020
52.227-4	Patent Indemnity – Construction Contracts	December 2007
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
52.229-3	Federal, State, and Local Taxes	Feb 2013
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation	June 2020
52.232-5	Payments under Fixed-Price Construction Contracts	May 2014
52.232-17	Interest	May 2014
52.232-27	Prompt Payment for Construction Contracts	January 2017
52.232-23	Assignment of Claims	May 2014
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
52.236-6	Superintendence by the Contractor	April 1984
52.236-7	Permits and Responsibilities	July 2025
52.236-8	Other Contracts	April 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	July 2025
52.236-10	Operations and Storage Areas	July 2025
52.236-11	Use and Possession Prior to Completion	July 2025
52.236-12	Cleaning up	July 2025
52.236-13	Accident Prevention	November 1991
52.236-15	Schedules for Construction Contracts	July 2025
52.236-17	Layout of Work	July 2025
52.236-21, Alt II	Specifications and Drawings for Construction	February 1997 April 1984
52.240-90	Security Prohibitions and Exclusions Representations and Certifications.	August 2025
52.242-13	Bankruptcy	July 1995
52.243-4	Changes	June 2025

52.244-2	Subcontracts	June 2020
52.244-6	Subcontracts for Commercial Items	September 2025
52.249-2, Alt I	Termination for Convenience of the Government (Fixed-Price)	April 2012 September 1996
52.249-10	Default (Fixed-Price Construction)	April 1984
52.253-1	Computer Generated Forms	September 2025

CLAUSES INCORPORATED BY FULL TEXT

52.219-14 LIMITATIONS ON SUBCONTRACTING (February 2026)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.
(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—
(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
(c) *Applicability.* This clause applies only to—
(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;
(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;
(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and
(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.
(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
(f) The Contractor shall comply with the limitations on subcontracting as follows:
(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—
□ By the end of the base term of the contract and then by the end of each subsequent option period; or
X By the end of the performance period for each order issued under the contract.
(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.
(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.
(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.
(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(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 1452.203-70 RESTRICTIONS ON ENDORSEMENTS – DEPARTMENT OF THE INTERIOR (July 1996)

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

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.

DIAR 1452.215-70 EXAMINATION OF RECORDS – DEPARTMENT OF THE INTERIOR (April 1984)

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

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	Attachment 1- Specifications	21
2	Attachment 2 - Drawings	23
3	Attachment 3 - Wage Determination	6
4	Attachment 4 - Reference List	1
5	Attachment 5 - Past Performance Questionnaire	2
6	Attachment 6 - Financial Responsibility Required Documentation	2
7	Attachment 7 - SF 24 Bid Bond	1
8	Attachment 8 - SF25 Performance Bond	2
9	Attachment 9 - SF 25A Payment Bond	2
10	Attachment 10 - Price List	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
52.215-1	Instructions to Offerors-Competitive Acquisition	September 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)

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

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

Date:	18 August 2026
Time:	10:00 AM Mountain Time
Meeting Place:	Roy Post Office 228 Main Street Roy, Montana 59471
Special Instructions (Lat/Long):	Roy Post Office 47.33348, -108.95906 Marcott Coulee Well 47.50628, -108.41737 If a complete tour of the entire pipeline is requested, it will require a UTV or ATV to access the alignment
Point of Contact for Site Visit:	John Hunter
Role/Title:	Civil Engineer, COR
Phone:	406-366-3766
Email:	jlhunter@blm.gov

L-7 DIAR1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION -DEPARTMENT OF THE INTERIOR (April 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.

L-8 BLM 1510-52.233-2 SERVICE OF PROTEST – BUREAU OF LAND MANAGEMENT (DEVIATION) JUL 1996

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

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

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

(d) In accordance with FAR 33.103(d)(4), interested parties may request an independent review of their protest at a level above the contracting officer by notifying the following contact point: (Gail Mance at 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-9 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-10 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-11 RESTRICTIONS ON CONTACTS

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

L-12 SUBMITTAL OF QUESTIONS

Offerors shall submit questions by **28 August 2026 at 1:00 pm, Mountain Time**. Questions submitted after this date and time will be accepted but may not be answered.

Offerors for this RFP, including subcontractors and teammates, shall consolidate questions related to this solicitation and site visit in a Request for Information (RFI) formatted Word document. Any RFI is to be emailed as an editable attachment to **Jorge Alvarez** (jalvarez@ios.doi.gov) with the subject line: **RFI – 140L3626R0002 Marcott Coulee Pipeline**. 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-13 PERFORMANCE AND PAYMENT BONDS

The successful Offeror shall submit appropriate performance and payment bonds within **10 days** in accordance with FAR 52.228-15, or the offeror will forfeit the award and is liable for any cost of acquiring the work that exceeds the amount of its proposal.

Additionally, the Government may require additional performance and payment bond protection if the contract price is increased. The successful Offeror shall promptly furnish additional security in accordance with FAR 52.228-2.

L-14 SUPPLEMENTAL INSTRUCTIONS – PREPARATION OF PROPOSAL - COMPETITIVE ACQUISTION

(a) The following proposal preparation instructions are in addition to the above, 52.215-1, Instructions to Offerors-Competitive Acquisition, Section M, Evaluation Factors for Award, and Section K, 52.236-28, Preparation of Proposals – Construction.

(b) General

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

(2) The Government shall not award any contract if the resulting contract would not represent the "best value" to the Government using the procedures as required by the Federal Acquisition Regulations (FAR).

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

(4) Offerors are cautioned to submit adequate information to enable the Government to fully ascertain the offeror's capability to perform the requirements in accordance with section M. Commitments made in the proposal will become a part of the resultant contract.

(5) Upon examination of the initial offer, the Contracting Officer will review and determine and if no additional cost information will be requested. Certification under FAR 15.406-2 will not be required. However, if at any time during this acquisition, the Contracting Officer determines that prices are not fair and reasonable, balanced, or affordable, offerors may be required to submit information to the extent necessary for the Contracting Officer to determine the reasonableness and affordability of the price.

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

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

(8) A proposal that is orderly and sufficiently documented will enable the Government to perform a thorough and fair evaluation. Proposals that fail to address the evaluation criteria may be deemed incomplete.

(9) Offerors is advised that the **proposal should be submitted initially on the most favorable terms from a price standpoint.**

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

(11) Proposal must be valid for a **minimum of 60 days.**

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

(13) Electronic volumes must be separate attachments.

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

(15) Alternate proposals are not authorized.

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

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

L-15 PROPOSAL SUBMITTAL

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

Offerors are to submit a fully compliant proposal to the following email address:
jalvarez@ios.doi.gov

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

L-16 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 proposal 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 proposal and its page limitations are as follows:

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

*The following are excluded from the page count: (1) Schedule of Items, (2) Standard Forms 1442 and 30, (3) Table of Contents, (4) Section Dividers (Tabs), (5) Cover Pages, (6) Title Pages, (7) Pricing, and (8) Past Performance Questionnaire.

L-17 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) Required Information:

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".

(d) Limitations on Subcontracting. The prime contractor must perform a **minimum of 15% for general construction costs of the contract**, not including the cost of materials, with its own employees. By submission of a proposal, the Offeror confirms that it is compliant with the aforementioned requirement as outlined in FAR 52.219-14, Limitations on Subcontracting (DEVIATION SEP 2021). See reporting requirements listed in "H-7 Limitations on subcontracting reporting" in preceding section.

(e) **Financial Responsibility Documentation.** The contractor shall attach a letter from a bank stating the following:

(1) How long have you been conducting business with your bank?
(2) Average balance (state in general terms)
(3) Bank's rating of the contractor as a customer based on the Risk Management Association (RMA).
(4) Extent of credit available and terms of availability
(5) Name and telephone number and/or email address of person(s) at bank who can be contacted by BLM evaluators.

The above information may be used to supplement the determination of contractor responsibility as defined in FAR 9.1. This information will not be evaluated as part of the evaluation process but will only be utilized in the determination of adequate financial resources to perform the contract or the ability to obtain them to establish contractor responsibility.

L-18 VOLUME 2: FACTOR 1, PAST PERFORMANCE

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

(b) The Past Performance Questionnaire in Section J may be sent by offerors to those references provided in paragraph (a) above. References shall return the questionnaires directly to Jorge Alvarez (jalvarez@ios.doi.gov). Completed questionnaires submitted to the Government by an offeror shall be discarded.

(c) 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.

(d) 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.

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

L-19 VOLUME 3: FACTOR 2, PRICING

(a) **Complete and submit Section B, Price Schedule (Attachment 10 – 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 Schedule listed in Section B (Attachment 10 – Price Schedule) but offers will not be considered for award on a partially completed Schedule.

(c) Price. These instructions provide offerors guidance in submitting information other than cost or pricing data required to evaluate the reasonableness, balance, and affordability of the proposed price. Offers should be sufficiently detailed to demonstrate their reasonableness and affordability.

(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 **237110**with a small business size standard of **$45 million**. A offeror determined to be other than a small business will be deemed ineligible for award.

(b) This acquisition will utilize the source selection negotiation process to make a best value award. The Government intends to make ONE award based on evaluation of proposals submitted in response to this solicitation. Award will be made to the responsible offeror submitting a proposal which conforms to the solicitation and is most advantageous to the Government considering the factors and any significant subfactors listed in this provision.

Past Performance will be significantly more important than cost or price.

(c) This acquisition will utilize the two evaluation factors to make a best value award. By submission of an offer, offerors accept all solicitation requirements, including terms and conditions, representations and certifications, and past performance requirements. Offerors must clearly identify any exception to the solicitation and provide complete accompanying rationale.

(d) The Contracting Officer intends to make award without discussions. However, if it is determined that discussions are necessary a competitive range will be established. Therefore, it is recommended that the offeror provide their best offer that includes all the necessary documentation detailed in Section L, because the contractor may not be given the opportunity to correct or update their proposal. However, clerical or minor errors may at any time be corrected without entering this acquisition into discussions.

M-2 EVALUATION PROCESS

The tradeoff process will be accomplished as follows:

(a) **Past Performance Evaluation**.

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

(2) Sources of Past Performance Information for Evaluation. Past performance information will be provided by the offeror, see L-18(a). Information provided from Past Performance Questionnaires will be evaluated more favorably than information provided by the offeror's reference list. The Government shall also obtain past performance information from the Contractor Performance Assessment Reporting System (CPARS). Additionally, offerors are advised the Government will use data provided by sources other than the offeror to evaluate past performance. This information may be obtained from questionnaires from interviews with project managers, COs, and other sources known to or found by the Government. The Government may also use information from previous source selections or contractor capability assessments if the information is recent and relevant.

(b) **Price Evaluation**. Price must be determined fair, reasonable, balanced, and affordable. Price will be evaluated in accordance with M.5, Factor 2, Price, below.

M-3 VOLUME 1: REQUIRED DOCUMENTATION

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

M-4 VOLUME 3: FACTOR 2, PAST PERFORMANCE

(a) Past Performance projects deemed not relevant will be rejected and not considered. Projects deemed not recent (greater than five years) will be disregarded. Information provided from Past Performance Questionnaires as well as past performance information independently gathered will be evaluated more favorably than information provided by the offeror's reference list. The evaluation will also consider information provided relative to corrective actions taken to resolve problems on past or

current contracts.

Definitions:

(i) Recent: Recent is defined as a project completed or significantly completed within 5 years from the issuance date of this solicitation.

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

(b) **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 are 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.

(c) An "Unknown Confidence" past performance rating is a neutral rating that will not negatively impact the offeror.

In consideration of an offeror's total Past Performance information, one of the following ratings will be assigned:

Rating	Description
High Confidence	The Government has ***high confidence*** that the offeror will be successful in performing the contract with ***little or no*** Government intervention.
Some Confidence	The Government has ***some confidence*** that the offeror will be successful in performing the contract with ***some*** Government intervention.
Low Confidence	The Government has ***low confidence*** that the offeror will be successful in performing the contract ***even with*** Government intervention.
Unknown Confidence	No performance record is identifiable, or the offeror's performance record is so sparse that no confidence assessment rating can be reasonably assigned.

M-5 VOLUME 3: FACTOR 3, PRICING

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

(b) Price reasonableness, for a price to be reasonable, it must represent a price to the Government that a prudent person would pay in the conduct of competitive business. Normally, price reasonableness is established through competitive quotations. For additional information, see FAR 31.201-3, Determining Reasonableness.

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

(d) Balanced Pricing: The Government will evaluate each proposal for unbalanced pricing in accordance with FAR 15.404-1(g). No line item shall be significantly overstated or understated relative to the overall effort. Offers found to contain materially unbalanced pricing, such that award would present an unacceptable risk of increased cost or impaired performance—may be deemed ineligible for award.

(END OF SOLICITATION)