SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140L1226R0005	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 08/03/2026	PAGE 1 OF 32 PAGES

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0044043476	6. PROJECT NO.

7. ISSUED BY CODE LCA
BLM CA-STATE OFC BUS SVC BR (CA944)
2800 COTTAGE WAY, SUITE W-1834
SACRAMENTO CA 95825

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL	a. NAME John Cabral	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 707-438-5293

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)*

B08 Attachment No. 1 SOW
B08 Attachment No. 2 Wage Determination
B08 Attachment No. 3 Bid Schedule

11. The contractor shall begin performance within 7 calendar days and complete it within 90 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** SEE SOW ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)* ☒ YES ☐ NO	12b. CALENDAR DAYS 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 1500 ***(hour)*** local time 09/03/2026 (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 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

CODE FACILITY CODE

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

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

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

AMOUNTS ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

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

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

26. ADMINISTERED BY

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)*

Branden Bayze

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Suggested Vendor: STANDARD FULL AND OPEN COMPETITION Header Text: Sacramento River Rail Trail Repaving GAOA Project POC Name: Nathan M. King POC Email: nmking@blm.gov; POC Phone: 928-864-7407 Redding Field Office Delivery: 12/03/2026 Delivery Location Code: 0011276285 BLM-CA REDDING FIELD OFFICE 6640 LOCKHEED DR REDDING CA 96002 US Period of Performance: 09/03/2026 to 12/03/2026				
00010	Sac River Trail Repaving Product/Service Code: M1PZ Product/Service Description: OPERATION OF OTHER NON-BUILDING FACILITIES				

140L1226R0005
Sacramento River Rail Trail Repaving GAOA Project

Type of Contract: Construction, Firm Fixed Priced (FFP), Single Award Contract
County: Shasta, CA
Type of Construction: Highway, Street, and Bridge Construction

Price Magnitude: $1,000,000.00 -$5,000,000.00 **NAICS: 237310** **SIZE STD: $45M** **SET-ASIDE: Total Small Business**

Bureau of Land Management Contacts	Contracting Officer's Representative (COR)	Contract Specialist (CS) (Primary Contact)
Name:	**Nathan M. King**	**J. Lou Cabral**
Email:	**nmking@blm.gov**	**John_cabral@ios.doi.gov**

Proposal Submittal Information:

Site Visit: August 12, 2026, 10AM PDT (Contact Nathan King (928) 864-7407 (c) POC and see Section H for instruction)

Questions Due Date: August 15, 2026 / 3PM PDT

Proposal Due Date: September 3, 2026 / 3PM PDT

Award Selection Process: Lowest Price Technically Acceptable

Table of Contents

SECTION **A: SOLICITATION / CONTRACT FORM** **6**
SECTION B: PROPOSAL SCHEDULE **7**
SECTION C: SPECIFICATIONS/DRAWINGS **8**
SECTION D: PACKAGING AND MARKING **9**
SECTION E: INSPECTION AND ACCEPTANCE **10**
SECTION F: DELIVERIES OR PERFORMANCE **11**
SECTION G: CONTRACT ADMINISTRATION DATA **12**
SECTION H: SPECIAL CONTRACT REQUIREMENTS **15**
SECTION I: CONTRACT CLAUSES **17**
SECTION J: LIST OF ATTACHMENTS **22**
SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS **23**
SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS **25**
SECTION M: EVALUATION FACTORS FOR AWARD **31**

PART I – THE SCHEDULE

SECTION A: SOLICITATION / CONTRACT FORM

Refer to pages 1-3 of this solicitation package (SF1442 - Solicitation, Offer, and Award)

(END OF SECTION)

SECTION B: PROPOSAL SCHEDULE

CONTRACT PRICE SCHEDULE

Offerors are required to submit an offer that conforms to the solicitation documents with pricing for line items. Failure to do so may render the proposal unacceptable. Offerors shall submit: 1) SF1442 – insert total price into block 17 and include all additives (if included in solicitation), 2) a completed supplemental price breakout (see Section J, attachment 3), and 3) Limitations on Subcontracting Breakout.

(END OF SECTION)

SECTION C: SPECIFICATIONS/DRAWINGS

Specifications and drawings are attached in section J and incorporated herein by reference.

(END OF SECTION)

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
52.246-13	Inspection -- Dismantling, Demolition, or Removal of Improvements	August 1996

FINAL INSPECTION AND ACCEPTANCE

Final completion of the punch list items, submission of all required submittals, and final cleanup of the project site shall be accomplished before the contract's required completion date. The Contracting Officer or his/her designated representative will perform final inspection. Acceptance of the work will occur only upon written notice of acceptance by the Contracting Officer, Bureau of Land Management (BLM) performing authorized duties in conjunction with this contract. The contracts required completion date is **90 calendar days** after receipt of the notice to proceed.

(END OF SECTION)

SECTION F: DELIVERIES OR PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE

Clause	Title	Date
52.242-14	Suspension of Work	April 1984

52.211-12 LIQUIDATED DAMAGES – CONSTRUCTION (September 2000)

(a)If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **$1,846.00** for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

(END OF SECTION)

SECTION G: CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY FULL TEXT

DIARS 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-1 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM

1. FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

2. The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

3. We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award.** Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.

4. When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/.

5. Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/.

a) Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.

b) Your comments should focus on objective facts in the AO's narrative and should a)provide your views on the causes and ramifications of the assessed performance.

c) All information provided should be reviewed for accuracy prior to submission.

d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.

e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as “Pending” with or without comments and whether or not it has been closed.

f) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

6) The following guidelines apply concerning your use of the past performance evaluation:
a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.
b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
c) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

7) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

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

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 52.232-5 Payments under Fixed-Price Construction Contracts included in noncommercial 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 [Contracting Officer to edit and include the documentation required under this contract]:

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

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

Note – Prior to IPP Invoice submission, Contractors should coordinate an informal pre-review of their invoice documents with the COR and CO.

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

Contracting Officer (Primary POC)
Branden Bayze
Branden_Bayze@ios.doi.gov

Contract Specialist
Lou Cabral
John_Cabral@ios.doi.gov

G-5 CONSTRUCTION CONTRACT ADMINISTRATION

FAR 36.211(b) requires that agencies provide descriptions of policies and procedures that apply to the definitization of equitable adjustments for change orders under construction contracts. Data on the time required to definitize equitable adjustments for change orders can be found at: https://www.doi.gov/pam/acquisition/policy/constructioncontract.

(END OF SECTION)

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 8:00am and 4:30pm, Monday through Friday, excluding government holidays. If the contractor desires to carry on work outside regular hours (Saturdays, Sundays, government holidays), a written request must be submitted to the contracting officer in sufficient time allow satisfactory arrangements to be made by the government for access to the work site and inspection.

H-2 FIRE DANGER SEASON AND NESTING 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 primary contracting office point-of-contact contracting 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 and safety plans for acceptance by the government.

H-6 FEDERAL HOLIDAYS

The following federal holidays are observed, to include those proclaimed by executive order:

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

H-7 LIMITATIONS ON SUBCONTRACTING REPORTING

In accordance with **52.219-14** Limitations on Subcontracting, the prime contractor must perform at least **25%** of the cost of the contract, excluding the cost of materials with its own employees and employees of a similarly situated subcontractor. A similarly situated subcontractor is a small business concern subcontractor that is a participant of the same SBA program that qualified the prime contractor as an eligible offeror and awardee of the contract. The contractor is responsible for ensuring compliance with the Limitations on Subcontracting clause.

At the conclusion of the period of performance and prior to final payment, the contractor shall submit a limitations 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 SITE VISIT INFORMATION

Date: Wednesday August 5, 2026
Time: 10:00 am PDT

Meeting place: Shasta Dam Trailhead near Redding, CA.
- Latitude: 40.711180°
- Longitude: -122.440820°

From downtown Redding, take I-5 north to the Shasta Dam Boulevard exit. Follow Shasta Dam Boulevard west approximately 6 miles to Shasta Dam, cross the dam, then turn left onto the signed access road for the BLM Shasta Campground. Continue approximately 2 miles to the Shasta Campground and Sacramento River Rail Trail trailhead parking area.

Special Instructions: The Sacramento River Rail Trail is normally closed to non-government vehicle use. The BLM Contracting Officer's Representative (COR) will meet with prospective vendors at Shasta Dam Trailhead on August 5th and guide a motor caravan touring the three Rail Trail segments in this project. Prospective vendors are highly encouraged to visit the site and review the SOW to better understand the nature of the work. Although sedans might be adequate for most of the trail, AWD or 4x4 vehicles are highly encouraged. No contractors shall ride along with the COR. Following the site visit, questions may be emailed to the COR, Nathan Martin King: nmking@blm.gov

Point of Contact for Site Visit: Nathan Martin King, "Marty"
Role/Title: Contracting Officer's Representative/Civil Engineer
Phone: 928-864-7407 (cell)
Email: nmking@blm.gov

(END OF SECTION & PART I)

PART II – CONTRACT CLAUSES

SECTION I: CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

FAR Clause		Title	Date
FAR	52.202-1	Definitions	June 2020
FAR	52.203-3	Gratuities	April 1984
FAR	52.203-5	Covenant Against Contingent Fees	May 2014
FAR	52.203-6	Restrictions on Subcontractor Sales to the Government	June 2020
FAR	52.203-7	Anti-Kickback Procedures	June 2020
FAR	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
FAR	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions	June 2020
FAR	52.203-17	Contractor Employee Whistleblower Rights	November 2023
FAR	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	January 2017
FAR	52.204-9	Personal Identity Verification of Contractor Personnel	January 2011
RFO	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	**Deviation Date** Mar 2026
RFO	52.204-13	System for Award Management Maintenance	**Deviation Date** Mar 2026
FAR	52.204-19	Incorporation by Reference of Representations and Certifications	December 2014
FAR	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	January 2025
RFO	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	**Deviation Date** May 2026
RFO	52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	**Deviation Date** May 2026
FAR	52.211-12	Liquidated Damages-Construction	September 2000
FAR	52.211-13	Time Extensions	September 2000
FAR	52.215-2	Audit and Records – Negotiation	June 2020
FAR	52.215-8	Order of Precedence – Uniform Contract Format	October 1997
FAR	52.215-21, Alt III	Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost	November 2021 October 1997
RFO	52.219-6	Notice of Total Small Business Set Aside	**Deviation Date** January 2026
RFO	52.219-8	Utilization of Small Business Concerns	**Deviation Date** January 2026
RFO	52.219-14	Limitations On Subcontracting	**Deviation Date** January 2026
RFO	52.219-28	Post-Award Small Business Program Representation	**Deviation Date** January 2026
RFO	52.222-3	Convict Labor	**Deviation Date** May 2026
RFO	52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	**Deviation Date** May 2026
RFO	52.222-6	Construction Wage Requirements	**Deviation Date** May 2026
RFO	52.222-7	Withholding of Funds	May 2014 **Deviation Date** May 2026

RFO	**52.222-8**	**Payrolls and Basic Records**	**Deviation Date** May 2026
RFO	**52.222-9**	**Apprentices and Trainees**	**Deviation Date** May 2026
RFO	**52.222-10**	**Compliance with Copeland Act Requirements**	**Deviation Date** May 2026
RFO	**52.222-11**	**Subcontracts (Labor Standards)**	**Deviation Date** May 2026
FAR	**52.222-12**	**Contract Termination-Debarment**	May 2014
FAR	**52.222-13**	**Compliance with Construction Wage Rate Requirements and Related Act Regulations**	May 2014
RFO	**52.222-14**	**Disputes Concerning Labor Standards**	**Deviation Date** May 2026
FAR	**52.222-15**	**Certification of Eligibility**	May 2014
RFO	**52.222-35**	**Equal Opportunity for Veterans**	**Deviation Date** May 2026
RFO	**52.222-36**	**Equal Opportunity for Workers with Disabilities**	**Deviation Date** May 2026
RFO	**52.222-37**	**Employment Reports Veterans**	**Deviation Date** May 2026
RFO	**52.222-40**	**Notification of Employee Rights Under the National Labor Relations Act**	**Deviation Date** May 2026
RFO	**52.222-50**	**Combating Trafficking in Persons**	**Deviation Date** May 2026
RFO	**52.222-54**	**Employment Eligibility Verification**	**Deviation Date** May 2026
RFO	**52.222-55**	**Minimum Wages Under Executive Order 13658**	**Deviation Date** May 2026
RFO	**52.222-62**	**Paid Sick Leave Under Executive Order 13706**	**Deviation Date** May 2026
RFO	**52.223-2**	**Reporting of Biobased Products Under Service and Construction Contracts**	May 2024 **Deviation Date** May 2026
RFO	**52.223-3**	**Hazardous Material Identification and Material Safety Data, Alternate I**	**Deviation Date** May 2026
FAR	**52.223-5**	**Pollution Prevention and Right-to-Know Information**	May 2024
RFO	**52.223-23**	**Sustainable Products and Services**	**Deviation Date** May 2026
FAR	**52.225-9**	**Buy American-Construction Materials**	October 2022
FAR	**52.226-7**	**Drug-Free Workplace**	May 2024
FAR	**52.226-8**	**Encouraging Contractor Policies to Ban Text Messaging While Driving**	May 2024
FAR	**52.227-1**	**Authorization and Consent**	June 2020
FAR	**52.227-2**	**Notice and Assistance Regarding Patent and Copyright Infringement**	June 2020
FAR	**52.227-4**	**Patent Indemnity – Construction Contracts**	December 2007
FAR	**52.228-2**	**Additional Bond Security**	October 1997
FAR	**52.228-5**	**Insurance – Work on a Government Installation**	January 1997
FAR	**52.228-11**	**Individual Surety—Pledge of Assets**	February 2021
FAR	**52.228-12**	**Prospective Subcontractor Requests for Bonds**	December 2022
FAR	**52.228-13**	**Alternative Payment Protections**	July 2000
FAR	**52.228-14**	**Irrevocable Letter of Credit**	November 2014
FAR	**52.228-15**	**Performance and Payment Bond – Construction**	June 2020
FAR	**52.229-3**	**Federal, State and Local Taxes**	February 2013
FAR	**52.232-5**	**Payments under Fixed-Price Construction Contracts**	May 2014
FAR	**52.232-17**	**Interest**	May 2014

FAR	**52.232-23**	**Assignment of Claims**	May 2014
FAR	**52.232-27**	**Prompt Payment for Construction Contracts**	January 2017
FAR	**52.232-33**	**Payment by Electronic Funds Transfer-- System for Award Management**	October 2018
FAR	**52.232-39**	**Unenforceability of Unauthorized Obligations**	June 2013
FAR	**52.232-40**	**Providing Accelerated Payments to Small Business Subcontractors**	March 2023
FAR	**52.233-1, Alt 1**	**Disputes**	May 2014 December 1991
FAR	**52.233-3**	**Protest After Award**	August 1996
FAR	**52.233-4**	**Applicable Law for Breach of Contract Claim**	October 2004
RFO	**52.236-2**	**Differing Site Conditions**	**Deviation Date** Jan 2026
RFO	**52.236-3**	**Site Investigation and Conditions Affecting the Work**	**Deviation Date** Jan 2026
RFO	**52.236-5**	**Material and Workmanship**	**Deviation Date** Jan 2026
RFO	**52.236-6**	**Superintendence by the Contractor**	**Deviation Date** Jan 2026
RFO	**52.236-7**	**Permits and Responsibilities**	**Deviation Date** Jan 2026
RFO	**52.236-8**	**Other Contracts**	**Deviation Date** Jan 2026
RFO	**52.236-9**	**Protection of Existing Vegetation Structures, Equipment, Utilities and Improvements**	**Deviation Date** Jan 2026
RFO	**52.236-10**	**Operations and Storage Areas**	**Deviation Date** Jan 2026
RFO	**52.236-11**	**Use and Possession Prior to Completion**	**Deviation Date** Jan 2026
RFO	**52.236-12**	**Cleaning up**	**Deviation Date** Jan 2026
RFO	**52.236-13**	**Accident Prevention**	**Deviation Date** Jan 2026
RFO	**52.236-14**	**Availability and Use of Utility Services**	**Deviation Date** Jan 2026
RFO	**52.236-15**	**Schedules for Construction Contracts**	**Deviation Date** Jan 2026
RFO	**52.236-17**	**Layout of Work**	**Deviation Date** Jan 2026
FAR	**52.236-21, Alt I**	**Specifications and Drawings for Construction**	February 1997 April 1984
FAR	**52.242-13**	**Bankruptcy**	July 1995
FAR	**52.242-14**	**Suspension of Work**	April 1984
RFO	**52.243-4**	**Changes**	**Deviation Date** October 2026
RFO	**52.244-6**	**Subcontracts for Commercial Products and Commercial Services**	**Deviation Date** May 2026
FAR	**52.245-1**	**Government Property**	September 2021
FAR	**52.245-9**	**Use and Charges**	April 2012
FAR	**52.246-21**	**Warranty of Construction**	March 1994
FAR	**52.248-3**	**Value Engineering – Construction**	October 2025
FAR	**52.249-2, Alt I**	**Termination for Convenience of the Government (Fixed-Price)**	April 2012 September 1996
FAR	**52.249-3**	**Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements**	April 2012
FAR	**52.249-10, Alt I**	**Default (Fixed-Price Construction)**	April 1984
FAR	**52.253-1**	**Computer Generated Forms**	January 1991

FAR	**DIAR 1452.203-70**	**Restrictions on Endorsements – Department of the Interior**	July 1996
FAR	**DIAR 1452.204-70**	**Release of Claims – Department of the Interior**	July 1996
FAR	**DIAR 1452.215-70**	**Examination of Records – Department of the Interior**	April 1984
FAR	**DIAR 1452.236-70**	**Prohibition Against Use of Lead-Based Paint – Department of the Interior**	July 1996
FAR	**DIAR 1452.237-70**	**Information Collection – Department of the Interior**	July 1996

CLAUSES INCORPORATED BY FULL TEXT

52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (March 2026)

(a) *Definitions*. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.
(b) In connection with the performance of work under this contract, the Contractor agrees as follows:
(1) The Contractor will not engage in any racially discriminatory DEI activities;
(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (May 2008)

(a) *Definitions*. As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate with final payment request.

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.

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 SECTION & PART II)

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

Attachment Number	Description	Number of Pages
1	B08 Attachment No. 1 SOW	24
2	B08 Attachment No. 2 Wage Determination	47
3	B08 Attachment No. 3 Bid Schedule	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 sam.gov.

(END OF SECTION & PART III)

PART IV – REPRESENTATIONS AND INSTRUCTIONS

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

PROVISIONS INCORPORATED BY REFERENCE

FAR Clause		Title	Date
FAR	52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements – Representation	January 2017

PROVISIONS INCORPORATED BY FULL TEXT

RFO 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (May 2026)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) *Certification*. [*Offeror shall check either (1) or (2).*]

☐ **(1) The Offeror certifies that–**

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

☐ **(2) The Offeror is providing separate information with its offer** in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(END OF SECTION)

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

PROVISIONS INCORPORATED BY REFERENCE

FAR Clause		Title	Date
RFO	52.202-1	System for Award Management	March 2026
RFO	52.203-3	Instructions to Offerors – Competitive Acquisition	March 2026
FAR	52.237-1	Site Visit	April 1984
DOI	DIAR 1452.215-71	Use and Disclosure of Proposal Information – Department of the Interior	April 1984

PROVISIONS INCORPORATED BY FULL TEXT

RFO 52.216-1 TYPE OF CONTRACT (March 2026)

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

RFO 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (March 2026)

a)(1) The offeror shall 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 shall 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 shall 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.

(End of provision)

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.

(End of provision)

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% 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.)

(End of provision)

52.233-2 SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR – (September 2006) (DOI DEVIATION)

(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 served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Bureau of Land Management, BC-664. Building 50, Denver Federal Center P.O. Box 25047 Denver, CO 80225-0047.
(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 protestor to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240.

(End of provision)

52.252-1 SOLICITATIONS PROVISIONS INCORPORATED BY REFERENCE (February 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.

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (November 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.

(End of provision)

1452.236-71 ADDITIVE OR DEDUCTIVE ITEMS – DEPARTMENT OF THE INTERIOR (July 1996)

So that the Government may obtain the most desirable features of work within the limit of its funds available at time of proposal evaluation, award may be made to the proposal having the lowest total of the base and a combination of additive and deductive items. All bids shall be evaluated on the basis of the same additive and deductive bid items using the order of priority of the items listed in the schedule.

L-1 CONSTRUCTION CONTRACT ADMINISTRATION

Federal Acquisition Regulation **(FAR) 36.211(b)** requires agencies provide description of policies and procedures that apply to definitization of equitable adjustments for change orders under construction contracts and data on the time required to definitize equitable adjustments for change orders under construction contracts. This information can be found at: https://www.doi.gov/pam/acquisition/policy/constructioncontract.

L-2 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 routed through the Contract Specialist and cc'd Contracting Officer. Do not contact the site visit point-of-contact regarding solicitation questions.**

L-3 SUBMITTAL OF QUESTIONS

Offeror is to consolidate questions related to the solicitation and/or site visit and submit as a request for information (RFI) in a formatted Microsoft Word document. RFI is to be emailed as an editable attachment to the contracting point of contact listed on the first page of this document. Email shall include the solicitation number and title in the subject line. The government will only consider and respond to written RFIs. Responses to RFIs will be posted as an amendment to the solicitation on sam.gov. RFIs must be submitted by the due date indicated on the first page of this document.

L-4 PERFORMANCE AND PAYMENT BONDS

The successful offeror shall submit appropriate performance and payment bonds within 10 days IAW FAR 52.228-1, or the offeror will forfeit the award and is liable for any cost of acquiring the work that exceeds the amount of its proposal. Performance and payment bonds shall be submitted on GSA forms SF25 and SF25A respectively.

L-5 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*.

(b) General

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

(2) The government will not award any contract if the resulting contract would not represent "best value" to the government using the lowest price technically acceptable procedures as required by the Federal Acquisition Regulations (FAR).

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

(4) Offerors are cautioned to submit adequate information to enable the government to fully ascertain each offeror's capability to perform the requirements in accordance with section M of this solicitation. Commitments made in proposals may become a part of the resultant contract.

(5) The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists, no additional cost information will be requested and certification under FAR 15.406-2 will not be required. However, if at any time during this competition, the contracting officer determines that adequate price competition no longer exists, offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price.

(6) By submission of an offer, the offeror accepts all solicitation requirements to include terms, conditions, and technical requirements. 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 and contract specialist in writing (via email) with supporting rationale by the RFI due date indicated on the first page of this document.

(7) This RFP does not commit the government to any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to this solicitation. Note specifically that the offeror will **not** be participating in a sealed bid procurement process under this acquisition method. Issuance of this RFP does not constitute an award commitment on the part of the government.

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

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

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

(11) Proposal must be valid for a **minimum of 90 days**.

(12) Offerors must complete a profile in the System for Award Management (SAM) at https://www.sam.gov/portal/public/SAM/ (previously ORCA and CCR).

(13) Electronic volumes must be separate.

(14) Interchangeable Words: The following roles/words denote different legal terms and ramifications: contractor, offeror, firm and company, however for the purpose of this solicitation they are used interchangeably. In addition, the word "requirement" can be used interchangeably to mean one, a combination, or all of the following: 1) scope of work, 2) specifications, 3) plans, 4) project and 5) solicitation.

(15) Alternate proposals are not authorized and will not be accepted.

(16) Award is subject to and based on the availability of funds. This project is currently funded based 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-6 PROPOSAL SUBMITTAL

Proposals must be in accordance with and in the order detailed in this section. **Proposals are due by the date and time specified on the first page of this document. It is the responsibility of offerors to ensure their proposal is received by the recipient and by the due date and time.**

The offeror is to submit a fully compliant proposal to the following email addresses:

branden_bayze@ios.doi.gov (Contracting Officer)

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

L-7 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
(2) SAM Unique Entity Identifier (UEI)
(3) Contact Information:
- Name

- Phone
- Email
- Address

(4) Volume Number & Title

(c) The proposal must be 11 pitch/point font or larger which would fit on 8 1/2" x 11" page. Color charts, photos, tables, or diagrams shall not exceed 11" x 17". The font size for captions, charts, tables, and diagrams must be no smaller than 10 point.

(d) The proposal shall be within the required page limitation and each page in each section must be consecutively numbered. Pages in excess of the noted page limitation will not be read or considered. The following are excluded from page limitations: (1) Title or Cover Pages (2) Table of Contents, (3) Section Dividers (Tabs).

(e) 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	Technical Approach	1 electronic copy	15
Volume 3	Pricing	1 electronic copy	Unlimited

L-8 VOLUME 1: REQUIRED DOCUMENTATION
This volume must contain the following:
(a) <u>SF1442</u>: Complete blocks 14, 15, 16, 17, and 20a-c of Standard Form (SF) 1442. Complete block 19 if acknowledging amendments using the preferred method. An official with authority to contractually bind the offeror's company must complete and sign blocks 20a-c 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 may result in an unacceptable offer.

(b) <u>Amendment Acknowledgement</u>: Acknowledge all solicitation amendments using one of the following methods as described in box 11 of the amendment (SF30):

(1) Complete blocks 8, 15A - C on each amendment (SF30) and return a copy with your proposal. An official with authority to contractually bind the offeror's company must complete and sign blocks 15A-C of the SF30 in accordance with the procedures prescribed in the Federal Acquisition Regulation Subpart 4.102 *or;*
(2) Complete block 19, *Acknowledgement of Amendments*, on the SF1442 **(PREFERRED METHOD)** *or;*
(3) Reference acknowledgement of each amendment by number via separate letter or electronic communication

(c) <u>Brief Letter:</u>

(1) Company name, employer identification number (EIN) or Tax ID #, SAM UEI number, address, and phone number
(2) Point of contact for two individuals within the company (phone number and email address)
(3) Entity making this submittal:
Parent Company _____ Subsidiary _____ Division _____ Branch Office _____
(4) Year company/entity was established: _____
(5) List any former company/entity names and reason(s) for revision/restructuring if applicable
(6) Original signature of the individual with the authority to bind the contractor and to negotiate
(7) Statement that the proposal is valid for the time period set in block 13, *Additional Solicitation Requirements,* of the 1442.
(8) Response to the following questions:

A) Judgments, Claims, and Lawsuits: Are there any judgments, claims, and/or lawsuits pending or outstanding against or involving entity or partners comprising your entity?
No ___, Yes ___. If yes, submit details of all judgments or claims against either parent office or division/branch that will be responsible for the accomplishment of this project on a separate sheet.
B) Is your entity or partners comprising your entity under suspension or debarment by any Federal, state or local agency, or been terminated on any past projects (Federal or others)?
No ___, Yes ___. If yes, submit details on a separate sheet.

(d) <u>Bid Guarantee</u> in accordance with 52.228-1, "Bid Guarantee (September 1996)." Offerors shall include a digital copy within their proposal submission. Bid guarantees shall be executed on a GSA form SF24-16d, include all appropriate signatures, seals, and be in the amount of 20% of the offeror's proposal price.

L-9 VOLUME 2: FACTOR 1, TECHNICAL APPROACH/CAPABILITIES

(a) Subfactor 1 – Relevant Construction Experience (Past Performance). Submit 1–3 similar projects completed within the past five years demonstrating comparable asphalt paving, pavement rehabilitation, roadway, shared-use path, trail, parking area, or similar civil construction projects.

(b) Subfactor 2 – Estimated Material Takeoff. Submit an estimated material takeoff for major construction materials including HMA, tack coat, aggregate base, and other principal materials. The Government will evaluate the takeoff solely to determine understanding of the project scope. The estimated material takeoff should generally correspond to the quantities identified in the Bid Schedule and Materials Estimate; however, minor estimating differences alone will not render a proposal unacceptable.

(c) Subfactor 3 – Key Personnel Qualifications. Identify the proposed Superintendent/Project Manager and key personnel and provide applicable contractor licenses and relevant certifications (e.g., contractor license, OSHA, QC/material testing, paving or equipment certifications).

(d) Subfactor 4 – Preliminary Performance Schedule. Submit a preliminary performance schedule in bar chart, Gantt chart, or similar format showing the anticipated sequence and duration of major work activities, including mobilization, submittals, preconstruction meeting, full depth repairs (if applicable), surface preparation, crack sealing, tack coat, asphalt overlay, conformed grinding, shoulder backing, pavement markings, quality control testing, cleanup, and final inspection. The Government will evaluate the schedule solely to determine whether it demonstrates a logical sequence capable of meeting the required period of performance.

L-10 VOLUME 3: FACTOR 2, PRICING

(a) Offerors are required to submit an offer that conforms to the solicitation documents with pricing for all line items. Failure to do so may render the proposal unacceptable.

(b) Offerors shall submit:
1) a completed supplemental price breakout, if included in the solicitation attachments. Price breakout total price must match SF1442 block 17;

(c) Labor costs associated with this project shall be in accordance with Construction Wage Rate Requirements Statute. Refer to solicitation attachments for applicable forms.

(END OF SECTION)

SECTION M: EVALUATION FACTORS FOR AWARD

PROVISIONS INCORPORATED BY FULL TEXT

M-1 BASIS FOR CONTRACT AWARD

This acquisition will utilize the Lowest Priced Technically Acceptable (LPTA) procedure to make a the award. The government intends to make **ONE** award based on evaluation of proposals submitted in response to this solicitation. Award will be made to the responsible offeror who provides the Lowest Price Technically Acceptable under the LPTA award methodology. LPTA is defined as the proposal that complies with all solicitation terms and conditions, provides the lowest price, and has been determined to be technically acceptable in accordance with technical evaluation criteria. While the government will strive for maximum objectivity, the technically acceptable/unacceptable review process is subjective by nature. Therefore, professional judgment is implicit throughout the evaluation process.

M-2 LPTA EVALUATION PROCESS

The LPTA evaluation process will be accomplished as follows:

(a) All offerors are advised that, in the interest of efficiency, the government reserves the right to conduct evaluations in the most effective manner. Specifically, the government will first evaluate the total proposed price for all offerors. Thereafter, the government will evaluate the proposal of the lowest priced offeror only for technical acceptability. If the lowest priced offeror's proposal is determined to be technically acceptable, the Government may award to that offeror without further evaluation of the remaining offerors' proposals, provided its price is determined to be fair and reasonable. If the lowest priced offeror's proposal is rated as technically unacceptable, the government may evaluate the next lowest priced proposal for technical acceptability, and so on and so forth, until the government reaches the lowest priced proposal that is determined technically acceptable with fair and reasonable pricing. However, the Government reserves the right to evaluate all offerors' proposals should it desire to conduct discussions or otherwise determine it to be in the Government's best interest.

(b) Technical Acceptability. Each Offeror's technical proposal will be evaluated in accordance with the technical documentation requirements identified in M-4 below. Each subfactor will be evaluated on an Acceptable/Unacceptable basis. Failure to satisfy any subfactor may result in the proposal being determined Technically Unacceptable.
Technical capability documentation will be evaluated solely to determine whether the Offeror demonstrates an adequate understanding of the work and the capability to successfully perform the contract. The Government is not seeking the most comprehensive or innovative submission; only documentation sufficient to demonstrate technical acceptability.

(c) Price Evaluation. The price proposed must be determined fair, reasonable, and affordable in accordance with "M-5 Volume 3: Factor 2, Price" below.

M-3 VOLUME 1: REQUIRED DOCUMENTATION

Acceptable required documentation includes complete and accurate forms as outlined in "L-8 Volume 1: Required Documentation." Proposals which do not provide complete and accurate forms for Volume 1 may be excluded and not considered further.

M-4 VOLUME 2: FACTOR 1, TECHNICAL CAPABILITY DOCUMENTATION

(a) Subfactor 1 – Relevant Construction Experience (Past Performance). Submit 1–3 similar projects completed within the past five years demonstrating comparable asphalt paving, pavement rehabilitation, roadway, shared-use path, trail, parking area, or similar civil construction projects.

(b) Subfactor 2 – Estimated Material Takeoff. Submit an estimated material takeoff for major construction materials including HMA, tack coat, aggregate base, and other principal materials. The Government will evaluate the takeoff solely to determine understanding of the project scope. The estimated material takeoff should generally correspond to the quantities identified in the Bid Schedule and Materials Estimate; however, minor estimating differences alone will not render a proposal unacceptable.

(c) Subfactor 3 – Key Personnel Qualifications. Identify the proposed Superintendent/Project Manager and key personnel and provide applicable contractor licenses and relevant certifications (e.g., contractor license, OSHA, QC/material testing, paving or equipment certifications).

(d) Subfactor 4 – Preliminary Performance Schedule. Submit a preliminary performance schedule in bar chart, Gantt chart, or similar format showing the anticipated sequence and duration of major work activities, including mobilization, submittals, preconstruction meeting, full depth repairs (if applicable), surface preparation, crack sealing, tack coat, asphalt overlay, conformed grinding, shoulder backing, pavement markings, quality control testing, cleanup, and final inspection. The Government will evaluate the schedule solely to determine whether it demonstrates a logical sequence capable of meeting the required period of performance.

The Government reserves the right to verify submitted project references and licenses. Failure to provide accurate information or documentation demonstrating the minimum technical requirements may result in a proposal being determined Technically Unacceptable.

M-5 VOLUME 3: FACTOR 2, Price

(a) Reasonableness – In order to be acceptable, the price proposed must be determined to be fair and reasonable. The techniques and procedures described under FAR 15.404-1(b), Price Analysis, will be the primary means of assessing proposal reasonableness. The evaluation techniques described under FAR 15.404-1(c) through (g), as determined appropriate, may also be performed in further determining the reasonableness of the price proposed. For a price to be reasonable, it must represent a price to the government that a prudent person would pay in the conduct of competitive business. Normally, price reasonableness is established through cost and price analysis techniques as described in FAR 15.404, Proposal Analysis. For additional information, see FAR 31.201-3, Determining Reasonableness.

(b) Affordability – The price proposed must be deemed affordable. An assessment will be performed to determine if the price is within the government's funding profile.

(c) Limitations on Subcontracting – The proposed price must comply with limitations on subcontracting requirements to include self-performance of the required percentage listed in H-7.

(d) Additive Items – IAW DIARS 1452.236-71, the government will evaluate prices proposed in consideration of base and additive items. Award of any additive is dependent upon available funding and all additives are listed in order of priority. If an additive item is unaffordable, the government will consider the next most important additive for award. Total price will be evaluated for each offeror in consideration of the same combination of base and additive items.

(END OF SECTION & SOLICITATION)