SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER	PAGE 1 OF 18
0044054334	

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			140L3626Q0045	07/23/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Jorge Alvarez	8545001840	08/17/2026 1300 MD

9. ISSUED BY	CODE LMA	10. THIS ACQUISITION IS	11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS
BLM MT-STATE OFC(MT935) 5001 SOUTHGATE DR. BILLINGS MT 59101		☒ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR: ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) ☐ 8(A)	☒ SEE SCHEDULE	

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561730

SIZE STANDARD: $9.5

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☐		☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO	CODE 0011276417	16. ADMINISTERED BY	CODE LMA
See Schedule		See Schedule	

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NUMBER				

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: BLM MT STATE OFC(MT935) 5001 SOUTHGATE DR. BILLINGS MT 59101 US DELIVER TO: BLM-MT BILLINGS FIELD OFFICE Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		Jorge Alvarez	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	5001 SOUTHGATE DR BILLINGS MT 59101-4669 US Delivery: 09/30/2027 Period of Performance: 03/01/2027 to 09/30/2027				
00010	New Trail - Elk Basin Trail System Product/Service Code: Z1PA Product/Service Description: MAINTENANCE OF RECREATION FACILITIES (NON-BUILDING)				
00020	Trail Maintenance - Elk Basin Trail System Product/Service Code: Z1PA Product/Service Description: MAINTENANCE OF RECREATION FACILITIES (NON-BUILDING)				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

Request for Quotes

Elk Basin Trails Build & Maintain

Montana

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Elk Basin Trails Build & Maintain
MONTANA

FOREWORD

The Department of Interior, Bureau of Land Management (BLM), Montana State Office, is soliciting quotes to build and maintain single track trails to enhance recreational opportunities and accessibility. The project involves building 19 miles of new single track trails and maintaining 6 miles of existing trails, ensuring all work meets accessibility standards. The project's location is within Carbon County, Montana.

PROCUREMENT OVERVIEW

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

NAICS CODE: 561730, Landscaping Services

RESTRICTIONS ON CONTACTS: All correspondence shall be through the Contracting Officer listed below:

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

QUESTIONS DUE: 12 August 2026 at 1:00 pm, Mountain Time. Questions submitted after this date and time will be accepted but may not be answered. All questions must be submitted in writing via e-mail to Jorge Alvarez.

QUOTE RESPONSE DATE: 17 August 2026 at 1:00 pm, Mountain Time. All quotes must be submitted via email to Jorge Alvarez.

METHOD OF PROCUREMENT: This procurement is set-aside for **Small Business Concerns** and is a service acquisition, pursuant to Federal Acquisition Regulations (FAR) Part 12 and Part 37.

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 PPCustomerSupport@fiscal.treasury.gov or via phone at 1-866-973-3131.

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

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PRICE SCHEDULE

Quoters are to complete Block 24 of the SF 1449 with the total proposed fixed price.

PRICE SCHEDULE
(a) Quotes will be considered for award on the following Schedule.

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

Price Schedule

PAY ITEM	Unit of Measure	QTY	Unit Price	TOTAL
New Trail Building	Miles	19		
Trail Maintenance	Miles	6		
TOTAL				$_____

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

PROVISIONS INCORPORATED BY REFERENCE

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

PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (September 2025)

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

52.237-1 Site Visit (April 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

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.

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.

SUBMITTAL OF QUESTIONS

Quoters shall submit questions by 12 August 2026 at 1:00 pm, Mountain Time. Questions submitted after this date and time will be accepted but may not be answered.

SUPPLEMENTAL INSTRUCTIONS – PREPARATION OF QUOTE - COMPETITIVE ACQUISTION

Addendum to 52.212-1, Instructions to Offerors-Commercial (Deviation Aug 2025)

(a) General

(1) The Bureau of Land Management (BLM) intends to conduct this acquisition by using competitive procedures in accordance with provisions set forth in the request for quote (RFQ) and FAR Part 12. The Government intends to award a single contract to the responsible firm whose quote is most advantageous to the Government, price and other factors considered. Other factors for this solicitation include Schedule and Prior Demonstrated Experience of the quoter.

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

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

(4) Quoters are cautioned to submit adequate information to enable the Government to fully ascertain each quoter's capability to perform the requirements. Commitments made in the quote will become a part of the resultant contract.

(5) The Contracting Officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial quotes, the Contracting Officer will review this determination and if, in the Contracting Officer's opinion, adequate price competition exists, no additional cost information will be requested. However, if at any time during this competition, the Contracting Officer determines that adequate price competition no longer exists, quoters may be required to submit information to the extent necessary for the Contracting Officer to determine the reasonableness of the price.

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

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

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

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

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

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

(13) Electronic volumes must be separate attachments.

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

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

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

QUOTE SUBMITTAL

Addendum to 52.212-1, Instructions to Offerors-Commercial (Deviation Aug 2025)

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

Quoter is to submit four volumes.

VOLUME FORMAT INSTRUCTIONS

Addendum to 52.212-1, Instructions to Offerors-Commercial (Deviation Aug 2025)

(a) Each volume must be contained in a separate file.

(b) Each volume must contain a cover page with Volume Number & Title.

The quote and its page limitations are as follows:

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

*The following are excluded from the page count: (1) Schedule of Items, (2) Standard Forms 18, (3) Table of Contents, (4) Section Dividers (Tabs), (5) Cover Pages, (6) Title Pages, and (7) Pricing.

VOLUME 1: REQUIRED DOCUMENTATION

Addendum to 52.212-1, Instructions to Offerors-Commercial (Deviation Aug 2025)

(a) Complete Blocks 17 and 24 Standard Form (SF) 1449. An official with authority to contractually bind the quoter's company must complete and sign Blocks 30a, 30b, and 30c of SF1449. Failure to complete and sign all required blocks will result in an unacceptable quote.

(b) Acknowledgement of Amendments: Acknowledge all solicitation amendments.

VOLUME 2: FACTOR 1, PRIOR DEMOSTRATED EXPERIENCE

Addendum to 52.212-1, Instructions to Offerors-Commercial (Deviation Aug 2025)

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

VOLUME 4: FACTOR 2, PRICING

Addendum to 52.212-1, Instructions to Offerors-Commercial (Deviation Aug 2025)

(a) **Complete and submit the Price Schedule and enter total proposed fixed price in Block 24 of SF 1449**. Labor costs associated with this project shall be in accordance with Service Wage Rate Requirements Statute.

(b) Quotes will be considered for award on the price schedule. but quotes will not be considered for award on a partially completed Price Schedule.

(c) Price Reasonableness. Quotes should be sufficiently detailed to demonstrate their reasonableness and affordability. The burden of proof for credibility of proposed prices rests with the quoter.

(END OF SECTION)

EVALUATION FACTORS FOR AWARD

Addendum to 52.212-2, Evaluation - Commercial Products and Commercial Services (Deviation Aug 2025)

BASIS FOR CONTRACT AWARD

(a) This acquisition is a **Total Small Business** set-aside under the North American Industry Classification System (NAICS) Code **561730** with a small business size standard of $9.5 million. A quoter determined to be other than a small business will be deemed ineligible for award.

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

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

EVALUATION PROCESS

The evaluation process will be accomplished as follows:

PRICE AND PRIOR DEMOSTRATED EXPERIENCE

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

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

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

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

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

VOLUME 1: REQUIRED DOCUMENTATION

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

VOLUME 2: FACTOR 1, PRIOR DEMOSTRATED EXPERIENCE

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

Definitions:

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

(ii) Relevant: Prior Demonstrated Experience effort involving much of the same magnitude of effort and complexities this solicitation requires. Effort and complexities are defined by the scope, tasks, and requirement's specifications. Therefore, projects will be considered not relevant if the Prior Demonstrated Experience effort did not involve any of the magnitude of effort and complexities required by this solicitation. Projects including similar tasks associated with the requirements of this solicitation as determined by the scope of work and specifications, size, magnitude (cost), complexity and scope, and/or

contained similar features, functions, components, systems, and/or project(s) were for a federal, state, or local municipality.

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

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

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

VOLUME 3: FACTOR 2, PRICING

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

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

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

CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY FULL TEXT

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. Contractor's Official Invoice (must reference Purchase Order Number and the contractor's invoice number)

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)

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.

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

CONTRACT CLAUSES

52.252-02 CLAUSES INCORPORATED BY REFERENCE FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following address:

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

Clause	Title	Date
52.203-17	Contractor Employee Whistleblower Rights	November 2023
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	January 2017
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	January 2017
52.204-13	System for Award Management Maintenance	August 2025
52.204-19	Incorporation by Reference of Representations and Certifications	December 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	November 2015
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	August 2025
52.214-34	Submission of Offers in the English Language	April 1991
52.214-35	Submission of Offers in U.S. Currency	April 1991
52.219-6	Notice of Total Small Business Set Aside	September 2025
52.219-28	Post-Award Small Business Program Representation	September 2025
52.222-3	Convict Labor	September 2025
52.222-41	Service Contract Labor Standards	April 2026
52.222-42	Statement of Equivalent Rates for Federal Hires	May 2014
52.222-50	Combating Trafficking in Persons	September 2025
52.222-55	Minimum Wages Under Executive Order 13658	September 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	September 2025
52.222-90	Addressing DEI Discrimination by Federal Contractors.	April 2026
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
52.232-33	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
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	April 1984
52.240-90	Security Prohibitions and Exclusions Representations and Certifications.	August 2025
52.244-6	Subcontracts for Commercial Items	September 2025
52.253-1	Computer Generated Forms	September 2025

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 Terms and Conditions—Commercial Products and Commercial Services.

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

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

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

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

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

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

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

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent,

trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment—*

(1) *Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.*

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

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

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

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) *Incorporation by reference*. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(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.

LIST OF ATTACHMENTS

Number	Description	Number of Pages
1	Attachment 1 - Elk Basin Trail System - PWS	4
2	Attachment 2 - Elk Basin Trail System - Maps	3
3	Attachment 3 - Wage Determination - Carbon County	7

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

(END OF SOLICITATION)