REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE

1. REQUEST NUMBER	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NUMBER	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
140L6226Q0023	08/12/2026	0044046099		

5a. ISSUED BY BLM WY-STATE OFC BUS MGMT BR(WY951)
5353 YELLOWSTONE RD.
CHEYENNE WY 82009

6. DELIVER BY *(Date)*

7. DELIVERY
[X] FOB DESTINATION [ ] OTHER *(See Schedule)*

5b. FOR INFORMATION CALL *(NO COLLECT CALLS)*

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
Crystal Martinez	307	775-6336

9. DESTINATION
a. NAME OF CONSIGNEE
BLM-WY RAWLINS FIELD OFFICE*

8. TO:
a. NAME
b. COMPANY
c. STREET ADDRESS
d. CITY
e. STATE
f. ZIP CODE

b. STREET ADDRESS
1300 N THIRD ST.
PO BOX 2407

c. CITY
RAWLINS

d. STATE	e. ZIP CODE
WY	82301-2407

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*
08/26/2026 1400 MD

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NUMBER (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Saulcy Water Well Drilling Questions regarding this solicitation shall be emailed to Contact Officer, Crystal Martinez at crystal_martinez@ios.doi.gov. Questions due no later than 8/20/2026 12:00 PM. 1. Attachment 1 - Statement of Work (26 Pages) 2. Attachment 2 - Map (1 Page) 3. Attachment 3 - Wage Determination (4 Pages) 4. Attachment 4 - Quote Schedule (1 Page) Continued...				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	PERCENTAGE

NOTE: Additional provisions and representations [ ] are [ ] are not attached.

13. NAME AND ADDRESS OF QUOTER
a. NAME OF QUOTER
b. STREET ADDRESS
c. COUNTY
d. CITY
e. STATE
f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER
a. NAME *(Type or print)*
b. TELEPHONE
AREA CODE
NUMBER
c. TITLE *(Type or print)*

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Site Visit Date: August 18, 2026 Site Visit Time: 9:00 AM MDT Rawlins Field Office - BLM 1300 3RD Street Rawlins, WY 82301 RSVP to Andy Skordas if planning on attending at ASkordas@blm.gov. Period of Performance: 09/01/2026 to 08/31/2027				
00010	Saulcy Water Well Product/Service Code: Y1NE Product/Service Description: CONSTRUCTION OF WATER SUPPLY FACILITIES				

140L6226Q0023 Saulcy Water Well Drilling

Request for Quotation

Type of Contract: Construction, Firm Fixed Priced (FFP), Single Award Contract
Place of Performance: Rawlins, WY
Type of Construction: Heavy

NAICS: 237110 **SIZE STD:** $45.0 Mil **SET-ASIDE:** Small Business

Bureau of Land Management Contacts	Contracting Officer (CO)	Contract Specialist (CS)
Name:	Crystal Martinez	Crystal Martinez
Email:	crystal_martinez@ios.doi.gov	crystal_martinez@ios.doi.gov

Site Visit:

Date:	Date provided in block 11 of the SF 18
Time:	Time provided in block 11 of the SF 18
Meeting Place:	BLM – Rawlins Field Office, 1300 3RD Street, Rawlins, WY 82301
Special Instructions:	@ 9:00 AM MDT
Point of Contact for Site Visit:	Andy Skordas RSVP NLT day before to ASkordas@blm.gov and crystal_martinez@ios.doi.gov
Role/Title:	Contracting Officer Representative

Submittal Information:

Questions Due Date: 20 August 2026 / 12 PM Mountain Time

Quote Due Date: 26 August 2026 / 2 PM Mountain Time

Award Selection Process: Low Price Technically Acceptable (LPTA) / FAR Part 13

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GENERAL

(a) The Bureau of Land Management (BLM) is seeking quotations for construction services as attached in the accompanying project documentation (see attachments). The BLM intends to conduct this acquisition by use of simplified acquisition procedures in accordance with Revolutionary FAR Overhaul (RFO) Part 13." A single contract award will be made to the responsible contractor whose quotation represents the best value in accordance with the evaluation methodology outlined in the "basis for contract award."

(b) A contract award will not be made if the resulting contract would not represent the "best value" to the Government.

(c) To assure timely and equitable evaluation of quotations, respondents are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete quote. Respondents are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and any stated technical requirements. Failure to adhere to solicitation requirements, at the time of submission, may result in a respondent's quote being deemed unacceptable to the government and the respondent may be eliminated from award consideration. **It is the responsibility of respondents to ensure their quote is received by the Government at the designated due date and time.**

(d) Quoters are cautioned to submit adequate information to enable the government to fully ascertain each respondent's capability to perform the requirements in accordance with the requirements of the request for quotation (RFQ).

If a respondent believes that requirements in these instructions contain an error, omission, or are otherwise flawed, the respondent shall immediately notify the contracting officer via email with supporting rationale prior to the question deadline specified on the cover page of this document.

(f) This RFQ does not commit the government to any costs incurred during the preparation and submission of quotes or for any other costs incurred by any firm submitting a quote in response to this solicitation. Note specifically that the respondent will **not** be participating in a sealed bid procurement process. Issuance of this RFQ does not constitute an award commitment on behalf of the Government.

(g) Quotations must be valid for a **minimum of 60 days**.

(h) Respondents must complete and maintain an active registration in the System for Award Management (SAM) at https://www.sam.gov/portal/public/SAM/. The Government will obtain representations and certifications through this system.

(i) This project is currently funded based upon an independent cost estimate.

(j) All questions should be emailed directly to the contracting office primary POC by the deadline listed on the first page of this document. Only written RFI's will be considered and responded to by the government. Responses to RFIs will be posted as an amendment to the solicitation. Respondents shall not contact any government personnel related to this requirement other than contracting office personnel.

(k) Depending on the value of the subsequent contract award, the awardee may be required to submit either Alternative Payment Protections or Performance/Payment Bonds. Refer to the "Post-Award Bonds and Alternative Payment Protections" requirements as outlined in the "Special Contract Requirements" section of this solicitation.

CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

Clause	Title	Date
52.203-7	Anti-Kickback Procedures	June 2020
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	June 2020
52.203-17	Contractor Employee Whistleblower Rights	November 2023
52.204-9	Personal Identity Verification of Contractor Personnel	January 2011
52.204-13	System for Award Management Maintenance	RFO DEVIATION (August 2025)
52.204-19	Incorporation by Reference of Representations and Certifications	January 2025
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	RFO DEVIATION (April 2026)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	RFO DEVIATION (April 2026)
52.219-6	Notice of Total Small Business Set Aside	RFO DEVIATION (February 2026)
52.219-28	Post-Award Small Business Program Representation	RFO DEVIATION (February 2026)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	RFO DEVIATION (April 2026)
52.222-6	Construction Wage Requirements	RFO DEVIATION (April 2026)
52.222-7	Withholding of Funds	RFO DEVIATION (April 2026)
52.222-8	Payrolls and Basic Records	RFO DEVIATION (April 2026)
52.222-9	Apprentices and Trainees	RFO DEVIATION (April 2026)
52.222-10	Compliance with Copeland Act Requirements	RFO DEVIATION (April 2026)
52.222-11	Subcontracts (Labor Standards)	RFO DEVIATION (April 2026)
52.222-12	Contract Termination-Debarment	May 2014 February 2025
52.222-13	Compliance with Construction Wage Rate Requirements and Related Act Regulations	May 2014
52.222-14	Disputes Concerning Labor Standards	RFO DEVIATION (April 2026)
52.223-3	Hazardous Material Identification and Material Safety Data, Alt I	RFO DEVIATION (September 2025)
52.223-5	Pollution Prevention and Right-to-Know Information	May 2024
52.226-7	Drug-Free Workplace	May 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	May 2024
52.227-4	Patent Indemnity – Construction Contracts	December 2007

52.228-2	Additional Bond Security	October 1997
52.228-11	Individual Surety – Pledges of Assets	February 2021
52.228-12	Prospective Subcontractor Requests for Bonds	December 2022
52.228-14	Irrevocable Letter of Credit	November 2014
52.232-5	Payments under Fixed-Price Construction Contracts	May 2014
52.232-23	Assignment of Claims	May 2014
52.232-27	Prompt Payment for Construction Contracts	January 2017
52.233-1, Alt 1	Disputes	May 2014 December 1991
52.236-2	Differing Site Conditions	RFO DEVIATION (July 2025)
52.236-3	Site Investigation and Conditions Affecting the Work	RFO DEVIATION (July 2025)
52.236-5	Material and Workmanship	RFO DEVIATION (July 2025)
52.236-6	Superintendence by the Contractor	RFO DEVIATION (July 2025)
52.236-7	Permits and Responsibilities	RFO DEVIATION (July 2025)
52.236-8	Other Contracts	RFO DEVIATION (July 2025)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	RFO DEVIATION (July 2025)
52.236-10	Operations and Storage Areas	RFO DEVIATION (July 2025)
52.236-11	Use and Possession Prior to Completion	RFO DEVIATION (July 2025)
52.236-12	Cleaning up	RFO DEVIATION (July 2025)
52.236-13	Accident Prevention	RFO DEVIATION (July 2025)
52.236-14	Availability and Use of Utility Services	RFO DEVIATION (July 2025)
52.236-17	Layout of Work	RFO DEVIATION (July 2025)
52.236-21, Alt I	Specifications and Drawings for Construction	RFO DEVIATION (July 2025)
52.242-14	Suspension of Work	April 1984
52.243-5	Changes and Changed Conditions	RFO DEVIATION (June 2025)
52.244-6	Subcontracts for Commercial Products and Commercial Services	RFO DEVIATION (September 2025)
52.245-1	Government Property	September 2021
52.245-9	Use and Charges	April 2012
52.246-21	Warranty of Construction	March 1994

52.248-3	Value Engineering – Construction	October 2025
52.249-1	Termination for the Convenience of the Government (Fixed Price) (Short Form)	April 1984

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

CLAUSES INCORPORATED BY FULL TEXT

52.225-9 Buy American-Construction Materials (Oct 2022) (DEVIATION)

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

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if–

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C.chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows: **None**

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components*.

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components*.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such materi * al exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
Item1:			
Foreign construction material			
Domestic construction material			
Item2:			
Foreign construction material			
Domestic construction material			
[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*]. [*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*] [*Include other applicable supporting information.*]			

52.228-15 PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION (June 2020)

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

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required* bonds . Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful quoter shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance* bonds *(Standard Form 25)*. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment* Bonds *(Standard Form 25A)*. The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed* bonds . The Contractor shall furnish all executed bonds , including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for* bonds . The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States . Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:
U.S. Department of the Treasury,
Financial Management,
Service Surety Bond Branch,
3700 East West Highway,
Room 6 F01,
Hyattsville, MD 20782.
Or via the internet at http://www.fms.treas.gov/c570/.

(e) *Notice of subcontractor waiver of protection* (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

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.

This solicitation uses Revolutionary FAR Overhaul (RFO) clauses. The full text of RFO clauses may be accessed electronically at: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (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 Department of Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

DIAR 1452.201-70 AUTHORITIES AND DELEGATIONS (September 2011)

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

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

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

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

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

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

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

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.

SPECIAL CONTRACT REQUIREMENTS

WORK HOURS

The performance period established for this contract is based upon all work being conducted during regular working hours between 7:00am and 5:00pm, Monday through Friday, excluding government holidays. If the Contractor desires to carry on work outside regular hours, including Saturdays, Sundays, and government holidays, a request must be submitted to the Contracting Officer in sufficient time to allow satisfactory arrangements to be made by the Government for access to the work site and inspection. In addition to holidays declared by Executive Order, the following federal legal holidays are observed:

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

FIRE DANGER SEASON

If the Government 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 Government.

DRAWINGS

(a) Reference scope of work.

(b) 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.

(c) Reduced Size Drawings. Any drawings identified as "REDUCED SIZE DRAWINGS" appearing in the solicitation are photographically reduced in size. Accordingly, measurements and dimensions should not be taken or be based on any numerical scales shown. Prospective quoters desiring to review a copy of the full-size drawings may contact the primary contracting office point-of-contact contracting identified in the solicitation.

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.

CONSTRUCTION CONTRACT ADMINISTRATION

RFO FAR 36.101-4 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.

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 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

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

1. Invoice date and Government Contract Number
2. Billing period specified with beginning and ending dates. The beginning date must not be later than the completion date or within any previous billing dates.
3. The accounting must follow the approved schedule of values as described in the specification attachment.
4. Total amount due for the billing period
5. Certification of Progress Payment
6. ***Payrolls (Mail weekly)***
7. Substantiation of Subcontractor Payment
8. 52.223-9 Certification with final payment request.

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 Boston (FRBB) 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 ippgroup@bos.frb.org 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.

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 Contracting Officer with the day and time you contacted the Payment Hotline.

POST-AWARD BONDS AND ALTERNATIVE PAYMENT PROTECTIONS

Quoters receiving awards valued at $35,000 or less will not be required to provide bonds or alternative payment protections. Quoters receiving awards greater than $35,000, but not greater than $150,000, will be required to submit one of the two alternative payment protections as specified in FAR 52.228-13 of this solicitation. Any quoter receiving an award in excess of $150,000 shall provide *both* performance and payment bonds. Bonds or alternative payment protections are the sole responsibility of the awardee and any associated costs shall be included in the quoter's price. Equitable adjustments will not be granted for awardees failing to include bonds or alternative payment protection costs within their price. Any required bonds or alternative payment protections shall be submitted **within 10 days** of contract award.

LIST OF ATTACHMENTS

Number	Description	Number of Pages
1	Statement of Work	26
2	Map	1
3	Wage Determination	4
4	Quote 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.

SOLICITATION PROVISIONS

PROVISIONS INCORPORATED BY REFERENCE

Clause	Title	Date
52.204-7	System for Award Management - Registration	RFO DEVIATION (August 2025)
52.228-17	Individual Surety – Pledge of Assets (Bid Guarantee)	February 2021
1452.215-71	Use and Disclosure of Proposal Information – Department of Interior	April 1984

PROVISIONS INCORPORATED BY FULL TEXT

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

(a)(1) The offeror must notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror must request a determination from the Contracting Officer.

(b) (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror must request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

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 quoter 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 quoter 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 quoter 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 quoter 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 quoter that requested the substitution of foreign construction material based on unreasonable cost and an quoter that did not request an exception, the Contracting Officer will award to the quoter 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 quoter also may submit an alternate offer based on use of equivalent domestic construction material.
(2) If an alternate offer is submitted, the quoter 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 quoter 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.

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The quoter is cautioned that the listed provisions may include blocks that must be completed by the quoter and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the quoter 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 address: http://acquisition.gov/far/index.html.

This solicitation for quotes uses Revolutionary FAR Overhaul (RFO) provisions. The full text of RFO provisions may be accessed electronically at: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52.

52.252-5 Authorized Deviations in Provisions (Nov 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
(b) The use in this solicitation of any Department of the Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

INSTRUCTIONS TO QUOTERS | EVALUATION AND BASIS FOR AWARD

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

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

crystal_martinez@ios.doi.gov

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

L-6 VOLUME FORMAT INSTRUCTIONS

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

(b) Each file must contain a cover page with the following information:

(1) Prime Contractor's Name
(2) DUNS
(3) Contact Information:
- Name
- Phone
- Email
- Address

(5) Volume Number & Title

(c) The quote 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 quote 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 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	Technical Approach	1 electronic copy	15
Volume 3	Pricing	1 electronic copy	Unlimited

L-7 VOLUME 1: REQUIRED DOCUMENTATION

(a) Complete Blocks 14, 15, 16, 17, and 19 of Standard Form (SF) 1442. An official with authority to contractually bind the offeror's company must complete and sign blocks 20a, 20b, 20c, 30a, 30b, and 30c of the SF1442 in accordance with the procedures prescribed in the Federal Acquisition Regulation Subpart 4.102. Failure to complete and sign all required blocks may result in an unacceptable offer. Refer to example SF1442 document included as an attachment.

(b) Acknowledge all solicitation amendments using one of the following methods as described in box 11 of the amendment (SF30):

(1) Complete blocks 8, 15A, 15B, and 15C on each amendment (SF30) and return a copy with your quote *or;*
(2) Complete box 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) Short Cover Letter:

(1) Company name, DUNS, tax ID number (TIN), EIN 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 quote is valid for the time period set in block 13, *Additional Solicitation Requirements,* of the 1442.
(8) Limitations on Subcontracting Acknowledgement – Provide written acknowledgement of the requirement to perform the minimum percentage listed in "H-7 Limitations on subcontracting reporting." By submission of a quote, the offeror confirms that it will comply with all requirements as outlined in FAR 52.219-14.
(9) 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) Representations and Certifications: Offerors shall complete and provide section K: "Representations, Certifications, and Other Statements of Offerors." Take note that section "d" of FAR 52.204-8 applies to this solicitation.

L-8 VOLUME 2: FACTOR 1, TECHNICAL APPROACH/CAPABILITIES

(a) Subfactor 1: A construction plan shall be provided explaining in detail how the offeror will accomplish all requirements in the technical divisions of the project specifications. Include plugging and abandonment plan for each well, workers experience, type of equipment expected to use

(b) Subfactor 2: A project schedule shall be provided in Gantt or similar format. The schedule shall provide detail showing the chronological completion of tasks within the specified period of performance. Sequencing shall be included as applicable and the schedule shall clearly denote the NTP issuance date, final completion date, and total duration of performance in calendar days.

(c) Subfactor 3: Organizational capabilities shall be provided demonstrating skills and abilities to perform the work required in the project documentation. The offeror shall provide information denoting company history, experience with related construction, and credentials of key personnel. The offeror shall identify the project manager, site superintendent, quality control manager, and safety manager; qualified individuals may fulfill multiple roles. If subcontractors will be utilized, a company overview shall be provided substantiating the firm(s) credentials in its applicable trade.

L-9 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 quote unacceptable. Offerors shall submit: 1) SF1442 (complete block 17 with total price), 2) a completed supplemental price breakout, and 3) Limitations on Subcontracting Breakout. 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 best value award. The government intends to make **ONE** award based on evaluation of quote submitted in response to this solicitation. Award will be made to the responsible offeror who provides the best value under the LPTA award methodology. Best value is defined as the quote 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) Technical Acceptability. Each offeror's technical quote will be evaluated to determine if the offeror provides a sound, compliant approach that meets the requirements of the detailed specifications provided in this solicitation and demonstrates a thorough knowledge and understanding of those requirements. Technical approaches will be rated as "acceptable" or "unacceptable" after completion of technical quote evaluations. Failure to meet any requirement may result in an offer being determined technically unacceptable. If an offeror receives a final technical rating of "unacceptable" for any subfactor, they will not be considered for contract award.

(b) 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-7 Volume 1: Required Documentation."

M-4 VOLUME 2: FACTOR 1, TECHNICAL APPROACH/CAPABILITIES

(a) Subfactor 1: To be deemed acceptable, the technical quote shall include a logical construction plan in the required format. The plan shall indicate a sound and reasonable approach to complete all project elements described in the technical divisions of the project specifications. The construction plan shall successfully illustrate the capability of the offeror to manage all project elements to include significant construction tasks, suppliers, subcontractors, employees, and equipment.

(b) Subfactor 2: To be deemed acceptable, the construction schedule shall be in a Gantt or similar format. The total duration must fall within the maximum period of performance (in calendar days) as outlined in FAR 52.211-10(c). Acceptable schedules will include submission/processing of submittals and all onsite construction work *within* the total period of performance. An acceptable schedule will indicate an understanding of the project requirements, utilize a logical approach to sequencing, and account for any applicable work restrictions or complications.

(c) Subfactor 3: To be deemed acceptable, organizational capabilities shall indicate appropriate skills, abilities, and resources to perform the type of construction work outlined in project documentation. Key personnel shall be appropriately identified and have adequate experience to include relevant credentials and certifications. Applicable subcontractors shall have adequate credentials, experience, and history working in their respective trade.

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 quote 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, quote 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. Prices deemed unaffordable will be subsequently determined to be unacceptable.

(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.

(END OF SECTION & SOLICITATION)