


SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140L6223Q0020	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 08/22/2023	PAGE	OF	PAGES
				1		41

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

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 0040615423	6. PROJECT NO.
7. ISSUED BY BLM WY-STATE OFC BUS MGMT BR (WY951) 5353 YELLOWSTONE RD. CHEYENNE WY 82009	CODE LYA	8. ADDRESS OFFER TO BUREAU OF LAND MANAGEMENT - WY STATE OFFICE ATTN: CRYSTAL MARTINEZ	
9. FOR INFORMATION CALL: 	a. NAME Crystal Martinez	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 3077756336	

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

SUBMIT QUOTES: Crystal Martinez at crystalm@blm.gov

All responses to this notice must be in Accordance With (IAW) the attached Solicitation, Contract clauses, Specifications, Requirements, Provisions, Terms, and Conditions.

Site Visit: Please meet at Flying J Travel Center at 10501 US-30, Cokesville, WY 83114 at 10:00 AM MT on 09/6/2023. If planning to attend please RSVP to Joe Cantrell at (307) 352-0261, jcantrel@blm.gov and Kevin Goodwin at (307) 352-0262, kgoodwin@blm.gov. All questions are to be provided to the Contract Officer at crystalm@blm.gov

This will be firm fixed purchase order
Include all Shipping and/or Travel costs in the current line items

F.O.B DESTINATION

Continued ...

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>174</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input type="checkbox"/> mandatory <input checked="" type="checkbox"/> negotiable. (See _____.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.)	12b. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>1400</u> (hour) local time <u>09/20/2023</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than <u>0</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than item 14.)
CODE	FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE.										
20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)						20b. SIGNATURE			20c. OFFER DATE	

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 3304(a) ()
26. ADMINISTERED BY BLM WY-STATE OFC BUS MGMT BR(WY951) 5353 YELLOWSTONE RD. CHEYENNE WY 82009	CODE LYA	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31a. NAME OF CONTRACTING OFFICER (Type or print) Crystal Martinez	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
140L6223Q0020

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	<p>Delivery Period of Performance (POP) 09/22/2023 - 03/22/2024</p> <p>DRYFORK/ SMITHS FORK LOWER CROSSING FENCE</p> <p>SUBMIT QUOTES: Crystal Martinez at crystalm@blm.gov</p> <p>All responses to this notice must be in Accordance With (IAW) the attached Solicitation, Contract clauses, Specifications, Requirements, Provisions, Terms, and Conditions.</p> <p>Site Visit: Please meet at Flying J Travel Center at 10501 US-30, Cokesville, WY 83114 at 10:00 AM MT on 09/6/2023. If planning to attend please RSVP to Joe Cantrell at (307) 352-0261, jcantrel@blm.gov and Kevin Goodwin at (307) 352-0262, kgoodwin@blm.gov. All questions are to be provided to the Contract Officer at crystalm@blm.gov</p> <p>This will be firm fixed purchase order. Include all Shipping and/or Travel costs in the current line items</p> <p>F.O.B DESTINATION</p> <p>Delivery Period of Performance (POP) 09/22/2023 - 03/22/2024</p> <p>Delivery Location Code: 0004276761</p> <p>BLM-WY KEMMERER FIELD OFFICE</p> <p>430 Highway 189 NORTH</p> <p>KEMMERER WY 83101 US</p> <p>Period of Performance: 09/22/2023 to 03/22/2024</p> <p>DryFork/Smith's Fork Lower Crossing Fence</p> <p>Product/Service Code: Y1PZ</p> <p>Product/Service Description: CONSTRUCTION OF OTHER NON-BUILDING FACILITIES</p>				



140L6223Q0020
Dryfork/Smiths Fork Lower Crossing Fence

Type of Contract: Construction, Firm Fixed Priced (FFP), Single Award Contract

Place of Performance: Lincoln County, Wyoming

Type of Construction: Heavy

FAR Magnitude: Less than
\$25,000

NAICS: 238990

SIZE STD: \$19

SET-ASIDE: Total Small
Business

Bureau of Land Management	Contracting Officer (CO) (Primary Contact)	Contracting Officer Representative (COR)
Name:	Crystal Martinez	Joe Cantrell
Email:	crystalm@blm.gov	jcantrel@blm.gov

Quote Submittal Information:

Site Visit: 06 September 2023/ 10AM Local Mountain Time (See clause instructions below / FAR 52.236-27)

Questions Due Date: 11 September 2023 / 2PM Mountain Time

Proposal Due Date: 20 September 2023 / 2PM Mountain Time

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PART I – THE SCHEDULE

SECTION A: SOLICITATION / CONTRACT FORM

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

(END OF SECTION)

SECTION B: BID SCHEDULE

CONTRACT PRICE SCHEDULE

Offerors are required to submit an offer that conforms to the solicitation documents with pricing for line items. Failure to do so may render the proposal unacceptable. Offerors shall submit: 1) SF1442 – insert total price into block 17 and include all additives (if included in solicitation), 2) a completed supplemental price breakout (see attachments), and 3) Limitations on Subcontracting Breakout (see attachments). The supplemental price worksheet will be used for government price analysis, but the subsequent contract will be written with a single lump-sum line item.

The unit price items in the specifications and drawings shall be performed and paid for on a unit price basis for the number of units actually performed and accepted, at the firm fixed unit prices set forth in the bidding schedule or specifications, provided that the contractor shall not perform work exceeding the ceiling price for the unit price item(s) without prior written approval from the Contracting Officer.

Except as provided in FAR clause 52.211-18, Variation in Estimated Quantity, changes in unit prices will not be made for unit increases or decreases. The variation in estimated quantity clause does not apply to lump-sum items.

(END OF SECTION)

SECTION C: SPECIFICATIONS/DRAWINGS

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

(END OF SECTION)

SECTION D: PACKAGING AND MARKING

Not Applicable.

(END OF SECTION)

SECTION E: INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

Clause	Title	Date
52.246-12	Inspection of Construction	August 1996
52.246-13	Inspection -- Dismantling, Demolition, or Removal of Improvements	August 1996

(END OF SECTION)

SECTION F: DELIVERIES OR PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE

Clause	Title	Date
52.242-14	Suspension of Work	April 1984

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (April 1984)

The Contractor shall be required to

- (a) commence work under this contract within **10 calendar days** after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and
- (c) complete the entire work ready for use not later than **174 calendar days** after receipt of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(END OF SECTION)

SECTION G: CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY FULL TEXT

DIARS 1452.201-70 AUTHORITIES AND DELEGATIONS (September 2011)

- (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
- (b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
- (c) The COR is not authorized to perform, formally or informally, any of the following actions:
- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
 - (2) Waive or agree to modification of the delivery schedule;
 - (3) Make any final decision on any contract matter subject to the Disputes Clause;
 - (4) Terminate, for any reason, the Contractor's right to proceed;
 - (5) Obligate in any way, the payment of money by the Government.
- (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
- (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
- (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk. (End of clause)

G-1 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM

1. FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
2. The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
3. We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.
4. When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <https://www.cpars.gov/>.

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

- a) Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.
- b) Your comments should focus on objective facts in the AO's narrative and should a) provide your views on the causes and ramifications of the assessed performance.
- c) All information provided should be reviewed for accuracy prior to submission.
- d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting "Accept the Ratings and Close the Evaluation".
- e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it has been closed.
- f) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

6) The following guidelines apply concerning your use of the past performance evaluation:

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

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

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

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 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. *Limitations on Subcontracting Worksheet with final payment request*
9. *52.223-9 Certification with final payment request.*
10. *A Release of Claims (See 1452.204-70) with a request for final payment.*

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.

G-3 LOCAL INTERNET PAYMENT PLATFORM (IPP) HOTLINE

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

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

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

G-4 GOVERNMENT POINTS OF CONTACT

Contracting Officer (Primary POC)

Crystal Martinez

crystalm@blm.gov

Bureau of Land Management,

Wyoming State Office

5353 Yellowstone Road

Cheyenne, WY 82009

(END OF SECTION)

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H-1 WORK HOURS

The performance period established for this contract is based upon all work being conducted during regular working hours between 7:00am and 5:30pm, Monday through Friday, excluding government holidays. If the contractor desires to carry on work outside regular hours (Saturdays, Sundays, government holidays), a written request must be submitted to the contracting officer in sufficient time allow satisfactory arrangements to be made by the government for access to the work site and inspection.

H-2 FIRE DANGER SEASON

If the contracting officer representative (COR) allows the contractor to continue work during periods of declared fire danger or season, the contractor shall comply with all applicable state laws relating to fire prevention and with all special conditions of work as directed by the COR.

H-3 DRAWINGS

(a) Typical Drawings. Any drawings titled typical are general only and dimensions of each structure will be fixed by the contracting officer to adapt the design to existing conditions at the structure location.

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

H-4 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

(a) The Historic and Archeological Data Preservation Act of 1974, provides for the preservation of historical and archeological data that might otherwise be lost as the result of alterations to the terrain caused by a federal or federally licensed activity or program.

(b) If, in connection with operations under this contract, the contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any possible historical or archeological data, objects or sites of cultural value on the project area, such as historical ruins, graves or grave markers, fossils, or artifacts, the contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the contracting officer in writing, giving the location and nature of the findings. No objects of cultural resource value may be removed.

(c) Where appropriate by reason of discovery, the contracting officer may order delays in the time of performance and/or changes in the work. If such delays and/or changes are ordered, the time of performance and contract price shall be adjusted in accordance with the Changes clause.

(d) The contractor will be responsible for protecting the cultural resources within the affected area from damage. In addition, the contractor will be liable for all damage to the identified cultural resources caused by their actions or the actions of their agents or representatives. The contractor shall immediately notify the contracting officer or his representative if any damage occurs to any cultural resource and immediately suspend work in the area in which damage has occurred until authorized to proceed.

H-5 SAFETY AND QUALITY CONTROL PLAN

Within 10-days following contract award, the contractor must provide effective quality control and safety plans for acceptance by the government.

H-6 FEDERAL HOLIDAYS

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

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

H-7 LIMITATIONS ON SUBCONTRACTING REPORTING

In accordance with 52.219-14 Limitations on Subcontracting, the prime contractor must perform at least **15%** of the cost of the contract, excluding the cost of materials with its own employees and employees of a similarly situated subcontractor. A similarly situated subcontractor is a small business concern subcontractor that is a participant of the same SBA program that qualified the prime contractor as an eligible offeror and awardee of the contract. The contractor is responsible for ensuring compliance with the Limitations on Subcontracting clause.

At the conclusion of the period of performance and prior to final payment, the contractor shall submit a limitations on subcontracting report directly to the contracting officer. The following information is required as part of the report:

- 1) The total amount paid to the prime during the performance period broken out by labor and materials
- 2) List of similarly situated subcontractors and the amounts paid to each during the performance period broken out by labor and materials
- 3) List of any other subcontractors and the amounts paid to each during the performance period broken out by labor and materials

If the contracting officer review of the report finds that the contractor is not in compliance for the period of performance, the contractor will be notified in writing. Penalties for failure to comply are described in 13 CFR 125.6(h) which states:

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

(END OF SECTION & PART I)

PART II – CONTRACT CLAUSES

SECTION I: CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

Clause	Title	Date
52.202-1	Definitions	June 2020
52.203-3	Gratuities	April 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	June 2020
52.203-7	Anti-Kickback Procedures	June 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	June 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	June 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	January 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	January 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	June 2020
52.204-13	System for Award Management Maintenance	October 2018
52.204-14	Service Contract Reporting Requirements	October 2016
52.204-19	Incorporation by Reference of Representations and Certifications	December 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	November 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	November 2021
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	November 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	October 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	November 2015
52.215-2	Audit and Records – Negotiation	June 2020
52.215-8	Order of Precedence – Uniform Contract Format	October 1997
52.215-21, Alt III	Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data – Modifications	November 2021
52.219-6	Notice of Total Small Business Set Aside	November 2020
52.219-8	Utilization of Small Business Concerns	October 2022
52.219-28	Post-Award Small Business Program Representation	March 2023
52.222-3	Convict Labor	June 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	March 2018
52.222-6	Construction Wage Requirements	August 2018

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52.222-7	Withholding of Funds	May 2014
52.222-8	Payrolls and Basic Records	July 2021
52.222-9	Apprentices and Trainees	July 2005
52.222-10	Compliance with Copeland Act Requirements	February 1988
52.222-11	Subcontracts (Labor Standards)	May 2014
52.222-12	Contract Termination-Debarment	May 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Act Regulations	May 2014
52.222-14	Disputes Concerning Labor Standards	February 1988
52.222-15	Certification of Eligibility	May 2014
52.222-21	Prohibition of Segregated Facilities	April 2015
52.222-26	Equal Opportunity	September 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	April 2015
52.222-35	Equal Opportunity for Veterans	June 2020
52.222-36	Equal Opportunity for Workers with Disabilities	June 2020
52.222-37	Employment Reports Veterans	June 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	December 2010
52.222-50	Combating Trafficking in Persons	November 2021
52.222-54	Employment Eligibility Verification	May 2022
52.222-55	Minimum Wages Under Executive Order 13658	January 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	January 2022
52.223-3	Hazardous Material Identification and Material Safety Data	February 2021
52.223-5	Pollution Prevention and Right-to-Know Information	May 2011
52.223-6	Drug Free Workplace	May 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	May 2020
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	August 2018
52.223-18	Encouraging Contractor Policy to Ban Text Messaging While Driving	June 2020
52.223-21	Foams	June 2016
52.225-13	Restrictions on Certain Foreign Purchases	February 2021
52.227-1	Authorization and Consent	June 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	June 2020
52.227-4	Patent Indemnity – Construction Contracts	December 2007
52.228-2	Additional Bond Security	October 1997
52.228-5	Insurance – Work on a Government Installation	January 1997
52.228-11	Pledges of Assets	February 2021
52.228-12	Prospective Subcontractor Requests for Bonds	Dec 2022
52.228-14	Irrevocable Letter of Credit	November 2014
52.228-15	Performance and Payment Bond – Construction	June 2020
52.229-3	Federal, State and Local Taxes	February 2013
52.232-5	Payments under Fixed-Price Construction Contracts	May 2014
52.232-17	Interest	May 2014
52.232-23	Assignment of Claims	May 2014
52.232-27	Prompt Payment for Construction Contracts	January 2017

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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	May 2014 December 1991
52.233-3	Protest After Award	August 1996
52.233-4	Applicable Law for Breach of Contract Claim	October 2004
52.236-2	Differing Site Conditions	April 1984
52.236-3	Site Investigation and Conditions Affecting the Work	April 1984
52.236-5	Material and Workmanship	April 1984
52.236-6	Superintendence by the Contractor	April 1984
52.236-7	Permits and Responsibilities	November 1991
52.236-8	Other Contracts	April 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	April 1984
52.236-10	Operations and Storage Areas	April 1984
52.236-11	Use and Possession Prior to Completion	April 1984
52.236-12	Cleaning up	April 1984
52.236-13	Accident Prevention	November 1991
52.236-14	Availability and Use of Utility Services	April 1984
52.236-15	Schedules for Construction Contracts	April 1984
52.236-17	Layout of Work	April 1984
52.236-21, Alt I	Specifications and Drawings for Construction	February 1997 April 1984
52.236-26	Preconstruction Conference	February 1995
52.242-13	Bankruptcy	July 1995
52.242-14	Suspension of Work	April 1984
52.243-4	Changes	June 2007
52.244-6	Subcontracts for Commercial Products and Commercial Services	June 2023
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 2020
52.249-2, Alt I	Termination for Convenience of the Government (Fixed-Price)	April 2012 September 1996
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements	April 2012
52.249-10, Alt I	Default (Fixed-Price Construction)	April 1984
52.253-1	Computer Generated Forms	January 1991
DIAR 1452.203-70	Restrictions on Endorsements – Department of the Interior	July 1996
DIAR 1452.204-70	Release of Claims – Department of the Interior	July 1996
DIAR 1452.215-70	Examination of Records – Department of the Interior	April 1984
DIAR 1452.236-70	Prohibition Against Use of Lead-Based Paint – Department of the Interior	July 1996

DIAR 1452.237-70	Information Collection – Department of the Interior	July 1996
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CLAUSES INCORPORATED BY FULL TEXT

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMENT (November 2021)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from

providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

52.211-18 VARIATION IN ESTIMATED QUANTITY (April 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.219-14 LIMITATIONS ON SUBCONTRACTING (October 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition.* Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

- (3) Contracts that have been awarded on a sole-source basis in accordance with subparts [19.8](#), [19.13](#), [19.14](#), and [19.15](#);
 - (4) Orders expected to exceed the simplified acquisition threshold and that are—
 - (i) Set aside for small business concerns under multiple-award contracts, as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); or
 - (ii) Issued directly to small business concerns under multiple-award contracts as described in [19.504\(c\)\(1\)\(ii\)](#);
 - (5) Orders, regardless of dollar value, that are—
 - (i) Set aside in accordance with subparts [19.8](#), [19.13](#), [19.14](#), or [19.15](#) under multiple-award contracts, as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); or
 - (ii) Issued directly to concerns that qualify for the programs described in subparts [19.8](#), [19.13](#), [19.14](#), or [19.15](#) under multiple-award contracts, as described in [19.504\(c\)\(1\)\(ii\)](#); and
 - (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
- (d) *Independent contractors.* An independent contractor shall be considered a subcontractor.
- (e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
 - (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
 - (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
- (f) The Contractor shall comply with the limitations on subcontracting as follows:
- (1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—
[Contracting Officer check as appropriate.]
 - ☒ By the end of the base term of the contract and then by the end of each subsequent option period; or
 - ☐ By the end of the performance period for each order issued under the contract.
 - (2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.
- (g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.
- (1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.
 - (2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

52.225-9 BUY AMERICAN - CONSTRUCTION MATERIALS (October 2022)

(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:

[Contracting Officer to list applicable excepted materials or indicate "none"]

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

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

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

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

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

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

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

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

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

(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.]			

52.228-1 BID GUARANTEE (September 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds --
- (1) To unsuccessful bidders as soon as practicable after the opening of bids; and
- (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
- (c) The amount of the bid guarantee shall be **20%** of the bid price.
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.)

52.236-4 PHYSICAL DATA (April 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys and core borings.

52.236-16 QUANTITY SURVEYS (ALTERNATE 1) (April 1984)

- (a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.
- (b) The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.
- (c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (February 1998)

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

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSE (November 2020)

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

DIARS 1452.228-70 LIABILITY INSURANCE - DEPARTMENT OF THE INTERIOR (July 1996)

- (a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

Workers' Compensation and Employer's Liability - **\$100,000**

General Liability - **\$500,000**

Automobile Liability:

\$200,000 per person

\$500,000 per occurrence for bodily injury

\$20,000 per occurrence property damage

- (b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

(END OF SECTION & PART II)

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

Number	Description	Number of Pages
1	Statement of Work/Map/Pricing Worksheet	20
2	Drawings	3
3	NEPA Documents	41
4	Wage Determination/WY20230029	4
5*	SF 1442 Completion Instructions	3
6*	Limitations on Subcontracting Breakout	7

*Document will not be incorporated in the subsequent contract award.

Construction wage rate requirements are applicable to this project. Current prevailing wage determination(s) at time of issuance of solicitation are included in this Section. Applicable wage rates can be found at sam.gov.

(END OF SECTION & PART III)

PART IV – REPRESENTATIONS AND INSTRUCTIONS

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

PROVISIONS INCORPORATED BY REFERENCE

Clause	Title	Date
52.203-18	Prohibition on Contracting With Entities that Require Certain Internal Confidentiality Agreements or Statements – Representation	January 2017
52.204-16	Commercial and Government Entity Code Reporting	August 2020
52.236-28	Preparation of Proposal - Construction	October 1997

PROVISIONS INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (May 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238990**.

(2) The small business size standard is **\$19**.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☒ Paragraph (d) applies.

(ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

- (ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).

- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

- (xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).
- (xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)
- (xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at [52.225-3](#).
 - (A) If the acquisition value is less than \$50,000, the basic provision applies.
 - (B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.
 - (C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
- (xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
- (xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

☒ **(i) [52.204-17](#), Ownership or Control of Offeror.**

☒ **(ii) [52.204-20](#), Predecessor of Offeror.**

☐ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

☐ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

☐ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vii) [52.227-6](#), Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the

representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (November 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) **It ☐ will, ☐ will not** provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (October 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) *Representation.* The Offeror represents that it ☐ **does**, ☐ **does not** provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ **does**, ☐ **does not** use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (October 2018)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ **does not** have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.sam.gov> (see 52.204-7).

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (November 2021)

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

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

— (1) The Offeror certifies that—

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

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its

obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

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

(d) Do not submit an offer unless—

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

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

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

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

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

(END OF SECTION)

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

PROVISIONS INCORPORATED BY REFERENCE

Clause	Title	Date
52.204-7	System for Award Management	October 2018
52.204-18	Commercial and Government Entity Code Maintenance	August 2020
52.204-22	Alternative Line Item Proposal	January 2017
52.215-1	Instructions to Offerors – Competitive Acquisition	November 2021
DIAR 1452.215-71	Use and Disclosure of Proposal Information – Department of the Interior	April 1984

PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (April 1984)

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

52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (May 2014)

- a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at [52.222-6](#), Construction Wage Rate Requirements, of this solicitation.
- (2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.
- (b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.
- (2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (February 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
5.1%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

- (1) Name, address, and telephone number of the subcontractor;
 - (2) Employer's identification number of the subcontractor;
 - (3) Estimated dollar amount of the subcontract;
 - (4) Estimated starting and completion dates of the subcontract; and
 - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **the jobsite located in Lincoln County, WY.**

52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT – CONSTRUCTION MATERIALS (May 2014)

- (a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American—Construction Materials” (Federal Acquisition Regulation (FAR) clause [52.225-9](#)).
- (b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
- (c) Evaluation of offers.
- (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR [52.225-9](#).
- (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
- (d) Alternate offers.
- (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR [52.225-9](#), the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
- (2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR [52.225-9](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR [52.225-9](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—
- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
 - (ii) May be accepted if revised during negotiations.

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

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Bureau of Land Management, BC-664, Building 50, Denver Federal Center P.O. Box 25047 Denver, CO 80225-0047.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protestor to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240.

52.236-27 SITE VISIT (CONSTRUCTION) ALTERNATE 1 (February 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) (b) Site visit: Wednesday, September 6th, 2023, 10AM MT, meeting at the Flying J Travel Center, 10501 US-30, Cokesville, WY 833114. RSVP to Joe Cantrell, (307) 352-0261, jcantrel@blm.gov and Kevin Goodwin at (307) 352-0262, kgoodwin@blm.gov.

52.252-1 SOLICITATIONS PROVISIONS INCORPORATED BY REFERENCE (February 1998)

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

<http://acquisition.gov/far/index.html>.

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (November 2020)

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

L-1 RESTRICTIONS ON CONTACTS

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

L-2 SUBMITTAL OF QUESTIONS

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

L-3 PERFORMANCE AND PAYMENT BONDS

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

L-4 SUPPLEMENTAL INSTRUCTIONS – PREPARATION OF PROPOSAL - COMPETITIVE ACQUISITION

(a) The following proposal preparation instructions are in addition to the above, 52.215-01, *Instructions to Offerors-Competitive Acquisition*, Section M, *Evaluation Factors for Award*, and 52.236-28, *Preparation of Proposals – Construction*.

(b) General

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

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

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

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

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

(6) By submission of an offer, the offeror accepts all solicitation requirements to include terms, conditions, and technical requirements. If an offeror believes that requirements in these instructions contain an error, omission, or are otherwise flawed, the offeror shall immediately notify the contracting officer and contract specialist in writing (via email) with supporting rationale by the RFI due date indicated on the first page of this document.

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

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

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

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

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

(12) Offerors must complete a profile in the System for Award Management (SAM) at <https://www.sam.gov/portal/public/SAM/> (previously ORCA and CCR). The government will obtain offerors' representations and certifications through this system.

(13) Electronic volumes must be separate.

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

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

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

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

L-5 PROPOSAL SUBMITTAL

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

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

crystalm@blm.gov (CO)

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:
 - o Name
 - o Phone
 - o Email
 - o Address
 - (5) Volume Number & Title
- (c) The proposal must be 11 pitch/point font or larger which would fit on 8 1/2" x 11" page. Color charts, photos, tables, or diagrams shall not exceed 11" x 17". The font size for captions, charts, tables, and diagrams must be no smaller than 10 point.
- (d) The proposal shall be within the required page limitation and each page in each section must be consecutively numbered. Pages in excess of the noted page limitation will not be read or considered. The following are excluded from page limitations: (1) Title or Cover Pages (2) Table of Contents, (3) Section Dividers (Tabs)
- (e) The proposal and its page limitations are as follows:

VOLUME	TITLE	NUMBER OF COPIES REQUIRED	TOTAL PAGE LIMITATION
Volume 1	Required Documentation	1 electronic copy	Unlimited
Volume 2	Technical Approach	1 electronic copy	15
Volume 3	Pricing	1 electronic copy	Unlimited

L-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 proposal *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 proposal 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 proposal, 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 proposal 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 proposals 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 proposal that complies with all solicitation terms and conditions, provides the lowest price, and has been determined to be technically acceptable in accordance with technical evaluation criteria. While the government will strive for maximum objectivity, the technically acceptable/unacceptable review process is subjective by nature. Therefore, professional judgment is implicit throughout the evaluation process.

M-2 LPTA EVALUATION PROCESS

The LPTA evaluation process will be accomplished as follows:

- (a) **Technical Acceptability.** Each offeror's technical proposal 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 proposal 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 proposal 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 proposal reasonableness. The evaluation techniques described under FAR 15.404-1(c) through (g), as determined appropriate, may also be performed in further determining the reasonableness of the price proposed. For a price to be reasonable, it must represent a price to the government that a prudent person would pay in the conduct of competitive business. Normally, price reasonableness is established through cost and price analysis techniques as described in FAR 15.404, Proposal Analysis. For additional information, see FAR 31.201-3, Determining Reasonableness.
- (b) **Affordability** – The price proposed must be deemed affordable. An assessment will be performed to determine if the price is within the government's funding profile. 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)