



**Request for Quotations**  
**Solicitation No. 140L3623Q0002**

# **Great American Outdoors Act – Spruce Gulch Road Repair**

**South Dakota**

**U.S. Department of the Interior**  
**Bureau of Land Management**  
**Montana State Office**

**January 2023**

PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair

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**GREAT AMERICAN OUTDOORS ACT  
SPRUCE GULCH ROAD REPAIR  
SOUTH DAKOTA**

**FOREWORD**

The Department of Interior, Bureau of Land Management (BLM), Montana State Office intends to solicit proposals for construction activities to include road grading, culvert & water bar installation and aggregate gravel placement. The project work is located in Lawrence County on the Spruce Gulch Road 1-mile south of Deadwood, South Dakota. The work to be performed include the following:

1. MOBILIZATION
2. MATERIALS TESTING
3. TRAFFIC CONTROL
4. CLEARING AND GRUBBING
5. GALVANIZED CORRUGATED METAL PIPE, 18 – INCH
6. GALVANIZED CORRUGATED METAL PIPE, 24 – INCH
7. GALVANIZED CORRUGATED METAL PIPE, 36 – INCH
8. GALVANIZED FLARED-END SECTION, 18 – INCH
9. GALVANIZED FLARED-END SECTION, 24 – INCH
10. GALVANIZED FLARED-END SECTION, 36 – INCH
11. WATER BAR
12. RIPRAP, CLASS – C
13. ROAD MAINTENANCE – ¾” MINUS AGGREGATE BASE COURSE
14. ROAD MAINTENANCE
15. RECLAMATION / SEEDING

**PROCUREMENT OVERVIEW**

**TYPE OF CONTRACT:** Construction, Firm Fixed Priced (FFP), Single Award Purchase Order

**TYPE OF CONSTRUCTION:** Highway

**NAICS CODE:** 237310, Highway, Street, and Bridge Construction

**MAGNITUDE:** Between \$100,000 and \$250,000

**RESTRICTIONS ON CONTACTS:** Beginning upon release of the request for quotations (RFQ) through purchase order award, contacting Government employees who may be associated with this work by participating offerors is inappropriate. Offerors for this RFQ, including subcontractors and teammates, shall not attempt such contacts during this period. All correspondence shall be through the Contracting Officer listed below:

Bureau of Land Management  
**Attn: Christine Mundt**  
5001 Southgate Drive  
Billings, MT 59101  
Email: [cmundt@blm.gov](mailto:cmundt@blm.gov)  
Office Phone: 406-896-5030  
Mobile Phone: 406-647-9348

**SITE VISIT:** The Government strongly urges offerors to inspect the sites to gain a better understanding of the work requirements and to satisfy themselves regarding all general and local conditions that may affect the cost of performance. In no event shall failure to inspect the site constitute grounds for a claim after award.

See Section L, Clause 52.236-27 – Alternate I, *Site Visit (Construction) – Alternate I* for more information.

**QUESTIONS DUE:** January 27, 2023, at 5:00 pm, Mountain Time. Questions submitted after this date and time will not be accepted. All questions must be submitted in writing via e-mail to the CO. See Section L, *Submittal of Questions* for more information.

**QUOTATION RESPONSE DATE:** For the date when contractors are to submit their quotations, see block 13 of Standard Form 1442, “Solicitation, Offer, and Award (Construction, Alteration, or Repair).”

**METHOD OF PROCUREMENT:** This procurement is set-aside for **Small Business Concerns** and is a construction acquisition, pursuant to Federal Acquisition Regulations (FAR) Part 13, Part 19, and Part 36.

**SAM:** Effective July 29, 2012, any contractor interested in doing business with the Federal Government must register in the System for Award Management (SAM) database prior to award of a contract or agreement. SAM is an official website of the U.S. government. **There is no cost to use SAM.** You can use this site for FREE to:

- Register to do business with the U.S. government;
- Update or renew your entity registration;
- Check status of an entity registration;
- Search for entity registration and exclusion records

To register in SAM, at a minimum, you will need the following information:

- Your DUNS Number, Legal Business Name, and Physical Address from your Dun & Bradstreet (D&B) record.
- Your Taxpayer Identification Number (TIN) and Taxpayer Name associated with your TIN.
- Your bank's routing number, your bank account number, and your bank account type, i.e. checking or savings, to set up Electronic Funds Transfer (EFT).

Contractors may obtain information on registration and annual confirmation requirements via the SAM website accessed through <https://www.sam.gov/SAM/> or by the Federal Service Desk at 1-866-606-8220.

**IPP:** Payment requests for the anticipated contract must be submitted electronically through the U.S. Department of the Treasury’s Invoice Processing Platform (IPP). IPP is a secure, web-based service that more efficiently managements government invoicing from purchase order through payment notification at **no charge** to federal agencies and their vendors. The IPP website address is <https://www.ipp.gov/>. The contractor must use the IPP website to register access and use IPP for submitted request for payment. Contractor assistance with enrollment can be obtained by contacting the IPP Customer Support Team via email [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov) or via phone at 1-866-973-3131.

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

# TABLE OF CONTENTS

## PART I – THE SCHEDULE

### SECTION A – SOLICITATION/CONTRACT FORM

Standard Form 1442

### SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

Price Schedule ..... 13

### SECTION C – SPECIFICATIONS/DRAWINGS

Technical Specifications and Road Plan Drawings.....See Section J

### SECTION D – PACKAGING AND MARKING

Not Applicable

### SECTION E – INSPECTION AND ACCEPTANCE

E.1 Material and Workmanship..... 19

E.2 Inspection of Construction..... 19

E.3 Warranty of Construction..... 20

### SECTION F – DELIVERIES OR PERFORMANCE

F.1 Commencement, Prosecution, and Completion of Work – Alternate I ..... 23

F.2 Schedules for Construction Contracts ..... 23

F.3 Suspension of Work ..... 24

F.4 BLM – Variation in Quantity (DEVIATION) ..... 24

### SECTION G – CONTRACT ADMINISTRATION DATA

G.1 DIAR Authorities and Delegations..... 25

G.2 Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP)..... 26

G.3 Local Invoice Processing Platform (IPP) Hotline ..... 27

G.4 Government Point of Contact..... 27

### SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Work Hours ..... 29

H.2 Fire Danger Season..... 29

H.3 Drawings..... 29

H.4 Preservation of Historical and Archeological Data ..... 29

H.5 Safety and Quality Control Plan..... 30

H.6 Federal Holidays..... 30

## PART II – PURCHASE ORDER CLAUSES

### SECTION I – PURCHASE ORDER CLAUSES

I.1 Clauses Incorporated by Reference..... 31

I.2 Equal Opportunity for Veterans ..... 32

I.3 Equal Opportunity for Workers with Disabilities ..... 33

I.4 Buy American – Construction Materials..... 33

I.5 Additional Bond Security..... 37

I.6 Performances and Payment Bonds-Construction..... 37

I.7 Differing Site Conditions ..... 38

I.8 Site Investigation and Conditions Affecting the Work .....	39
I.9 Superintendence by the Contractor .....	40
I.10 Permits and Responsibilities .....	40
I.11 Other Contracts .....	40
I.12 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.....	40
I.13 Operations and Storage Areas.....	41
I.14 Use and Possession Prior to Completion .....	41
I.15 Cleaning Up .....	41
I.16 Accident Prevention.....	42
I.17 Specifications and Drawings for Construction - Alternate II.....	42
I.18 Preconstruction Conference .....	43
I.19 Changes and Changed Conditions .....	44
I.20 DIAR Liability Insurance – Department of the Interior.....	44

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

Technical Specifications – GAOA Spruce Gulch Road Repair (November 2022).....	See Separate Document
Technical Road Plans / Drawings – GAOA Spruce Gulch Road Repair .....	See Separate Document
General Decision Number: SD20220001 (02/25/2022) .....	See Separate Document
Reference List .....	See Separate Document
Past Performance Questionnaire.....	See Separate Document
Standard Form 25 Performance Bond .....	See Separate Document
Standard Form 25A Payment Bond.....	See Separate Document

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

K.1 Annual Representations and Certifications .....	47
K.2 Commercial and Government Entity Code Reporting .....	50
K.3 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.....	51
K.4 Preparation of Proposals-Construction.....	53

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

L.1 System for Award Management .....	55
L.2 Alternative Line Item Proposal .....	56
L.3 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR PART 101-29.....	56
L.4 Submission of Offers in the English Language .....	57
L.5 Submission of Offers in U.S. Currency .....	57
L.6 Construction Wage Rate Requirements – Secondary Site of the Work.....	57
L.7 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity For Construction.....	57
L.8 Notice of Buy American Requirement – Construction Materials.....	58
L.9 Site Visit (Construction) – Alternate I .....	59
L.10 DIAR Use and Disclosure of Proposal Information – Department of the Interior .....	60
L.11 Restrictions on Contacts.....	61
L.12 Submittal of Questions.....	61
L.13 Performance and Payment Bonds .....	61

L.14 Preparation of Quotations – Competitive Acquisition.....	61
L.15 Quotation Submittal .....	63
L.16 Volume Format Instructions .....	63
L.17 Volume 1: Required Documentation .....	64
L.18 Volume 2: Factor 1, Technical Approach.....	65
L.19 Volume 3: Factor 2, Past Performance .....	65
L.20 Volume 4: Factor 3, Pricing.....	66

**SECTION M – EVALUATION FACTORS FOR AWARD**

M.1 Basis for Contract Award.....	67
M.2 Simplified Acquisition Procedure – Evaluation Process .....	67
M.3 Volume 1: Required Documentation .....	68
M.4 Volume 2: Factor 1, Technical Approach.....	68
M.5 Volume 3: Factor 2, Past Performance .....	69
M.6 Volume 4: Factor 3, Pricing.....	70

**PROJECT DESCRIPTION:** GAOA Spruce Gulch Road Repair

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<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 140L3623Q0002	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 01/10/2022	PAGE OF PAGES 9   70	
	<b>IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.</b>				

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0040600911	6. PROJECT NO.
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7. ISSUED BY BLM MT-STATE OFFICE MT935) 5001 SOUTHGATE DR. BILLINGS MT 59101	CODE LMA	8. ADDRESS OFFER TO Bureau of Land Management Attn: Christine Mundt (cmundt@blm.gov) 5001 Southgate Drive Billings, MT 59101
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9. FOR INFORMATION CALL: 	a. NAME Christine Mundt	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 4068965030
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**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)

- A. Project Title: Great American Outdoors Act - Spruce Gulch Road Repair, South Dakota
- B. Location of the Work: The project work is located along the Spruce Gulch Road corridor on Bureau of Land Management Lands approximately 1 mile south of Deadwood, South Dakota in Lawrence County.
- C. Estimated Range of the Project: The estimated price range of this acquisition is between \$100,000 and \$250,000.
- D. The North American Industrial Classification System (NAICS) Code is 237310. The applicable Small Business Size Standard is \$45.0 Million. Note this size standard went into effect on December 19, 2022.
- E. This solicitation is issued as a Total Small Business Set-Aside procurement.
- F. Contractors may submit their quotes electronically through e-mail to cmundt@blm.gov. Hand-carried quotations and express mail quotations will be received at the address listed in Block 8.

Continued ...

11. The Contractor shall begin performance <u>10</u> calendar days and complete it within <u>60</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See FAR 52.211-10, Alternate I)
--

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10
--	--------------------------

13. ADDITIONAL SOLICITATION REQUIREMENTS:
- a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02/09/2023 (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. 1700 (hour) local time
  - b. An offer guarantee  is,  is not required.
  - c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
  - d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected .

**OFFER** (Must be fully completed by offeror)

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

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

**AMOUNTS**

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

**19. 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
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**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. 253(c) ( )
26. ADMINISTERED BY BLM MT-STATE OFFICE ATTN: CHRISTINE MUNDT (MT935) 5001 SOUTHGATE DR. BILLINGS MT 59101	CODE	LMA	27. PAYMENT WILL BE MADE BY INVOICE PROCESSING PLATFORM SYSTEM US DEPARTMENT OF TREASURY  HTTPS://WWW.IPP.GOV

**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,	<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.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print) Christine Mundt		
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA	31c. DATE
		BY	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
140L3623Q0002

PAGE 11 OF 70

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	GACA - SPRUCE GULCH ROAD REPAIR	1	AU	\$ _____	\$ _____

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

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**SECTION B – SUPPLIES OR SERVICES AND PRICES****GREAT AMERICAN OUTDOORS ACT  
SPRUCE GULCH ROAD REPAIR  
SOUTH DAKOTA****B.1**

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

**B.2 PRICE SCHEDULE**

(a) Offers will be considered for award on the following Schedule, but no offer will be considered for award on only a part of the Schedule.

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

(c) The quantities in the schedule are estimated quantities for comparison of offers only, and except as provided in the contract clause at 1510-52.211-70, *BLM – Variation in Quantity*, no claim shall be made against the Government for overruns or underruns.

**BASE SCHEDULE, STA 0+00 TO 56+74**

<b>Item No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
100	MOBILIZATION	1	LUMP SUM	\$	\$
101	MATERIALS TESTING	1	LUMP SUM	\$	\$
102	TRAFFIC CONTROL	1	LUMP SUM	\$	\$
103	CLEARING AND GRUBBING	1	LUMP SUM	\$	\$
104	GALVANIZED CORRUGATED METAL PIPE, 18 - INCH	40	LINEAR FOOT	\$	\$
105	GALVANIZED CORRUGATED METAL PIPE, 24 - INCH	50	LINEAR FOOT	\$	\$
106	GALVANIZED CORRUGATED METAL PIPE, 36 - INCH	90	LINEAR FOOT	\$	\$
107	GALVANIZED FLARED-END SECTION, 18 - INCH	4	EACH	\$	\$
108	GALVANIZED FLARED-END SECTION, 24 - INCH	4	EACH	\$	\$
109	GALVANIZED FLARED-END SECTION, 36 - INCH	4	EACH	\$	\$
110	WATER BAR	5	EACH		

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

111	RIPRAP, CLASS - C	25	CUBIC YARD		
112	ROAD MAINTENANCE - 3/4" MINUS AGGREGATE BASE COURSE	631	CUBIC YARD		
113	ROAD MAINTENANCE	1	LANE MILE		
114	RECLAMATION / SEEDING	1	LUMP SUM		

<b>TOTAL ESTIMATED COST</b>	<b>\$</b>
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**END OF SCHEDULE**

PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair

## SECTION C – SPECIFICATIONS/DRAWINGS

### GREAT AMERICAN OUTDOORS ACT SPRUCE GULCH ROAD REPAIR SOUTH DAKOTA

#### C.1

Technical Specifications and Road Plan Drawings are attached and incorporated herein by reference, see Section J and Attachments.

**PROJECT DESCRIPTION:** GAOA Spruce Gulch Road Repair

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PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair

**SECTION D – PACKAGING AND MARKING**

Not Applicable

**PROJECT DESCRIPTION:** GAOA Spruce Gulch Road Repair

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**SECTION E – INSPECTION AND ACCEPTANCE****E.1 52.236-5 MATERIAL AND WORKMANSHIP****APR 1984**

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

**E.2 52.246-12 INSPECTION OF CONSTRUCTION****AUG 1996**

(a) **Definition** – "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not-

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this- section.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may-
- (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
  - (2) Terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

**E.3 52.246-21 WARRANTY OF CONSTRUCTION****MAR 1994**

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- (b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of-

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall-

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
- (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

**PROJECT DESCRIPTION:** GAOA Spruce Gulch Road Repair

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**SECTION F – DELIVERIES OR PERFORMANCE**

<b>F.1</b>	<b>52.211-10, ALT I</b>	<b>COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK – ALTERNATE I</b>	<b>APR 1984</b>
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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 **October 31, 2023**. The time stated for completion shall include final cleanup of the premises. The completion date is based on the assumption that the successful offeror will receive the notice to proceed by **August 21, 2023**. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

<b>F.2</b>	<b>52.236-15</b>	<b>SCHEDULES FOR CONSTRUCTION CONTRACTS</b>	<b>APR 1984</b>
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**Note:** As stated in the technical Specifications, work on the GAOA Spruce Gulch Road project cannot start prior to August 21, 2023. There will be no work allowed on the GAOA Spruce Gulch Road during the time period of September 21st thru September 23rd. During the September 21st –23rd no work period, the Spruce Gulch Road must be passible to the traveling public to accommodate for the annual “Jeep Jamboree”. The GAOA Spruce Gulch Road shall be complete no later than October 31, 2023.

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

**F.3 52.242-14 SUSPENSION OF WORK****APR 1984**

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted

(1) By an act of the Contracting Officer in the administration of this contract, or

(2) By the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified),

an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

**F.4 BLM 1510-52.211-70 BLM - VARIATION IN QUANTITY (DEVIATION)****MAY 1987**

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than **20 percent** above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 120 percent or below 80 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

**SECTION G – PURCHASE ORDER ADMINISTRATION DATA****G.1 DIAR  
1452.201-70 AUTHORITIES AND DELEGATIONS****SEP 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.

PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair

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

APR 2013

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 attachment must adequately address the following to support 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

**Note – Prior to IPP Invoice submission, Contractors shall coordinate an informal pre-review of their invoice documents. A Progress Report (may be included in Progress Meeting Notes) shall be submitted to support each invoice and shall include a summary of work performed during the period of performance identified on the invoice, which at a minimum must include:**

1. **ACTIVITY:** Description of the previous month's project activities and the planned activities for the next month. Also, describe activities performed on contingency task(s), percent complete, task or deliverable schedule and identify any issues or concerns that may affect the performance and/or completion of the task(s);
2. **PERCENTAGE COMPLETE:** In accordance with the accepted Schedule of Values, for each task/deliverable: identify the percentage completed during the month and the cumulative percentage completed;
3. **SCHEDULE:** Reconcile progress of each task/deliverable with the schedule identified for each; submit a revised schedule as required.
4. **ISSUES OR CONCERNS:** Identify issues and/or concerns that may affect the project Statement of Work (SOW) or schedule.
5. **OTHER INFORMATION:** Any other information required in the Contract to be included in the Progress Report.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

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

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

**G.3 LOCAL INVOICE PROCESSING 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 POINT OF CONTACT**

Bureau of Land Management  
**Attn: Christine Mundt**  
5001 Southgate Drive  
Billings, MT 59101  
Email: [cmundt@blm.gov](mailto:cmundt@blm.gov)  
Office Phone: 406-896-5030  
Mobile Phone: 406-647-9348

**PROJECT DESCRIPTION:** GAOA Spruce Gulch Road Repair

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## SECTION H – SPECIAL PURCHASE ORDER REQUIREMENTS

### H.1 WORK HOURS

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

### H.2 FIRE DANGER SEASON

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

### H.3 DRAWINGS

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

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

### H.4 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

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

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

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

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

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

**H.5 SAFETY AND QUALITY CONTROL PLAN**

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

**H.6 FEDERAL HOLIDAYS**

Federal law (5 U.S.C. 6103) establishes the public holidays for Federal employees. Please note that most Federal employees work on a Monday through Friday schedule. For these employees, when a holiday falls on a nonworkday -- Saturday or Sunday -- the holiday usually is observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday).

To see holidays for a specific year, please visit <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>

**2023 Holiday Schedule**

<b>Date</b>	<b>Holiday</b>
Monday, January 02 *	New Year's Day
Monday, January 16	Birthday of Martin Luther King, Jr.
Monday, February 20 **	Washington's Birthday
Monday, May 29	Memorial Day
Monday, June 19	Juneteenth National Independence Day
Tuesday, July 04	Independence Day
Monday, September 04	Labor Day
Monday, October 09	Columbus Day
Friday, November 10 *	Veterans Day
Thursday, November 23	Thanksgiving Day
Monday, December 25	Christmas Day

\*If a holiday falls on a Saturday, for most Federal employees, the preceding Friday will be treated as a holiday for pay and leave purposes. (See 5 U.S.C. 6103(b).) If a holiday falls on a Sunday, for most Federal employees, the following Monday will be treated as a holiday for pay and leave purposes. (See Section 3(a) of Executive Order 11582, February 11, 1971.) See also our Federal Holidays – "In Lieu Of" Determination Fact Sheet at <https://www.opm.gov/policy-data-oversight/pay-leave/work-schedules/fact-sheets/Federal-Holidays-In-Lieu-Of-Determination>.

\*\*This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.

**SECTION I – PURCHASE ORDER CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE****FEB 1998**

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

<https://www.acquisition.gov/far/>

<b>CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
52.203-7	ANTI-KICKBACK PROCEDURES	JUN 2020
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN 2020
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	NOV 2021
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	NOV 2021
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 2021
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET ASIDE	NOV 2020
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION	OCT 2022
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS-OVERTIME COMPENSATION	MAY 2018
52.222-6	CONSTRUCTION WAGE REQUIREMENTS	AUG 2018
52.222-7	WITHHOLDING OF FUNDS	MAY 2014
52.222-8	PAYROLLS AND BASIC RECORDS	JUL 2021
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 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	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEP 2016

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	APR 2015
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN 2020
52.222-50	COMBATING TRAFFICKING IN PERSONS	NOV 2021
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	MAY 2022
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026	JAN 2022
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	JAN 2022
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-18	ENCOURAGING CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	JUN 2020
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2021
52.227-4	PATENT INDEMNITY – CONSTRUCTION CONTRACTS	DEC 2007
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	PLEDGES OF ASSETS	FEB 2021
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	DEC 2022
52.228-14	IRREVOCABLE LETTER OF CREDIT	NOV 2014
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	MAY 2014
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	JAN 2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV 2021
52.233-1 AI	DISPUTES – ALTERNATE I	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	DEC 2022
52.249-2 AI	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) - ALTERNATE I	SEP 1996
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**I.2 52.222-35 EQUAL OPPORTUNITY FOR VETERANS JUN 2020**

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR)22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**I.3 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES**

**JUN 2020**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**I.4 52.225-9 BUY AMERICAN-CONSTRUCTION MATERIALS**

**OCT 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.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

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.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

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

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

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

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

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

**NONE**

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

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

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

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

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

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

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

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such 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

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

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:

PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair

## Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
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.]

**I.5 52.228-2 ADDITIONAL BOND SECURITY****OCT 1997**

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if-

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
- (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

**I.6 52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION****JUN 2020**

(a) Definitions. As used in this clause-

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

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

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

- (1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.
- (2) Payment Bonds (Standard Form 25A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.
- (3) Additional bond protection.
  - (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.
  - (ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

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

(d) **Surety or other security for bonds.** The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the:

U.S. Department of the Treasury,  
 Financial Management,  
 Service Surety Bond Branch,  
 3700 East West Highway,  
 Room 6 F01,  
 Hyattsville, MD 20782.

Or via the internet at <http://www.fms.treas.gov/c570/>.

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

**I.7 52.236-2 DIFFERING SITE CONDITIONS**

**APR 1984**

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of-

- (1) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

**I.8      52.236-3                      SITE INVESTIGATION AND CONDITIONS AFFECTING THE                      APR 1984**  
**WORK**

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) the availability of labor, water, electric power, and roads;
- (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- (4) the conformation and conditions of the ground; and
- (5) the character of equipment and facilities needed preliminary to and during work performance.

The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair****I.9 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR****APR 1984**

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

**I.10 52.236-7 PERMITS AND RESPONSIBILITIES****NOV 1991**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

**I.11 52.236-8 OTHER CONTRACTS****APR 1984**

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

**I.12 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS****APR 1984**

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair****I.13 52.236-10 OPERATIONS AND STORAGE AREAS****APR 1984**

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

**I.14 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION****APR 1984**

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

**I.15 52.236-12 CLEANING UP****APR 1984**

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair****I.16 52.236-13 ACCIDENT PREVENTION****NOV 1991**

(a) The Contractor shall provide and maintain work environments and procedures which will-

- (1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
- (2) Avoid interruptions of Government operations and delays in project completion dates; and
- (3) Control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

- (1) Provide appropriate safety barricades, signs, and signal lights;
- (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

**I.17 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION -  
ALT II ALTERNATE II****APR 1984**

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Contracting Officer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) of this clause.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish one set of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

**I.18 52.236-26 PRECONSTRUCTION CONFERENCE****FEB 1995**

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair****I.19 52.243-5 CHANGES AND CHANGED CONDITIONS****APR 1984**

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless-

(1) The Contractor has submitted and the Contracting Officer has received the required written notice;  
or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

**I.20 DIAR LIABILITY INSURANCE -- DEPARTMENT OF THE  
1452.228-70 INTERIOR****JUL 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 minimum coverage

**GENERAL LIABILITY**

\$500,000 per occurrence

**AUTOMOBILE LIABILITY**

\$200,000 each person

\$500,000 each occurrence

\$ 20,000 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.

PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

<b>NUMBER</b>	<b>DESCRIPTION</b>	<b>NUMBER OF PAGES</b>
1	Technical Specifications – GAOA Spruce Gulch Road Repair (November 2022)	13
2	Technical Road Plans / Drawings – GAOA Spruce Gulch Road Repair	8
3	General Decision Number: SD20220001 (02/25/2022)	7
4	Reference List	2
5	Past Performance Questionnaire	2
6	Standard Form 25 Performance Bond	2
7	Standard Form 25A Payment Bond	2

PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair

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## SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

### K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS

**DEC 2022**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **237310, Highway, Street, and Bridge Construction**.

(2) The small business size standard is **\$45.0 Million** (Note this size standard went into effect on December 19, 2022).

(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 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.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

- (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.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

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:

(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.

<b>FAR CLAUSE #</b>	<b>FAR CLAUSE TITLE</b>	<b>DATE</b>	<b>CHANGE</b>

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.

**K.2 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING AUG 2020**

(a) Definition. As used in this provision –

Commercial and Government Entity (CAGE) code means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via–

(1) Registration in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Contractor and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

(g) If the solicitation includes FAR clause 52.204-2, Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

**REPRESENTATION REGARDING CERTAIN****K.3 52.204-24****TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT****NOV 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—

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

- (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:

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

- (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.

**K.4 52.236-28 PREPARATION OF PROPOSALS-CONSTRUCTION****OCT 1997**

- (a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms; and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.
- (b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including-
  - (1) Lump sum price;
  - (2) Alternate prices;
  - (3) Units of construction; or
  - (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.
- (c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.
- (d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair

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**SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****L.1 52.204-7 SYSTEM FOR AWARD MANAGEMENT****OCT 2018**

(a) Definitions. As used in this provision—

"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that—

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b) (1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

**L.2 52.204-22 ALTERNATIVE LINE ITEM PROPOSAL****JAN 2017**

(a) The Government recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the Government and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items, provided that alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. Offers that do not comply with the line items specified in this solicitation may be determined to be nonresponsive or unacceptable.

**L.3 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX  
OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL AUG 1998  
ITEM DESCRIPTIONS, FPMR PART 101-29**

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service  
Specifications Section,  
Suite 8100 470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925 Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair****L.4 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE APR 1991**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

**L.5 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY APR 1991**

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

**L.6 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.

**L.7 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION FEB 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:

<b>Goals for Minority Participation for Each Trade</b>	<b>Goals for Female Participation for Each Trade</b>
7.9%	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.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

(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 areas" are located in Lawrence County on the Spruce Gulch Road 1-mile south of Deadwood, South Dakota.

**L.8    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.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) **Alternate offers.** (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

**L.9 52.236-27, ALT I SITE VISIT (CONSTRUCTION) – ALTERNATE I**

**FEB 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) An organized site visit has been scheduled for –

<b>Date:</b>	Monday, January 23, 2023
<b>Time:</b>	12:00 PM (Noon) Mountain Time
<b>Meeting Place:</b>	Fairground/Rodeo Grounds Parking Lot Deadwood, South Dakota
<b>Special Instructions:</b>	During the site visit, contractors will travel in their own vehicles. Access to the Spruce Gulch Road Project location is via state highway and city streets. Four-wheel drive vehicles are recommended.
<b>Point of Contact for Site Visit:</b>	Tanner Cahill
<b>Role/Title:</b>	Civil Engineer
<b>Phone:</b>	(406) 233-2818
<b>Email:</b>	<a href="mailto:tcahill@blm.gov">tcahill@blm.gov</a>

**L.10 DIAR USE AND DISCLOSURE OF PROPOSAL INFORMATION -  
1452.215-71 DEPARTMENT OF THE INTERIOR**

APR 1984

(a) **Definitions.** For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) Trade Secret means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) Confidential commercial or financial information means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers commercial and financial information obtained from a person and privileged or confidential, and exemption (9), which covers geological and geophysical information, including maps, concerning wells.

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

The information specifically identified on pages \_\_\_\_\_ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract.

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal.

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

**L.11 RESTRICTIONS ON CONTACTS**

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

**L.12 SUBMITTAL OF QUESTIONS**

Offerors shall submit questions by January 27, 2023, at 5:00 pm, Mountain Time. Questions submitted after this date and time will not be accepted.

Offerors for this RFQ, including subcontractors and teammates, shall consolidate questions related to this solicitation in a Request for Information (RFI) formatted Word document. Any RFI is to be emailed as an editable attachment to **Christine Mundt** ([cmundt@blm.gov](mailto:cmundt@blm.gov)) with the subject line: **RFI – 140L3623Q0002 GAOA Spruce Gulch Road Repair**. Only written RFI's will be considered and responded to. BLM responses to the RFI will be posted as an amendment to the solicitation on <https://sam.gov/content/opportunities>.

**L.13 PERFORMANCE AND PAYMENT BONDS**

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

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

**L.14 PREPARATION OF QUOTATIONS – COMPETITIVE ACQUISITION**

Award Selection Process – Best Value

**GENERAL** - (a) The Bureau of Land Management (BLM) is seeking quotations for construction services as attached in the accompanying specifications, maps, and drawings. The BLM intends to conduct this acquisition by use of simplified acquisition procedures in accordance with FAR Part 13. A single contract award will be made to the Offeror that submits a quotation that has been determined to be the best value offer, price and non-price factors considered.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

- (b) The Government will not award any purchase order if the resulting award would not represent a "best value" to the Government.
- (c) To assure timely and equitable evaluation of quotations, respondents are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete quotation. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to adhere to quotation requirements, at the time of submission, may result in the quotation being unacceptable to the Government and eliminated from consideration for award. It is the responsibility of offerors to ensure their quote is received by the recipient and by the due date and time.
- (d) 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 the requirements of the request for quotation (RFQ).
- (e) If a respondent believes that requirements in these instructions contain an error, omission, or are otherwise flawed, the respondent shall immediately notify the Contracting Officer in writing (email is the preferred method) with supporting rationale by the question deadline specified on the foreword page of this document.
- (f) This RFQ does not commit the Government to any costs incurred in the preparation and submission of a quote or for any other costs incurred by any firm submitting a quote 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 RFQ does not constitute an award commitment on the part of the Government.
- (g) Quotation must be valid for a minimum of **60 days**.
- (h) Respondents must complete the System for Award Management (SAM) at <https://sam.gov/content/entity-landing> (previously ORCA and CCR). The Government will obtain respondent representations and certifications through this system.
- (i) Award is subject to and based on the availability of funds. This project is currently funded based upon an independent cost estimate.
- (j) Including all other factors, to qualify for award, a respondent must be determined responsible in accordance with Federal Acquisition Regulation Part 9.
- (k) Respondents shall not contact any government personnel related to this requirement other than the Contracting Officer.
- (l) All questions should be emailed directly to the Contracting Officer. Only written RFI's will be considered and responded to by the Government. BLM responses to RFIs will be posted as an amendment to the solicitation.
- (m) The successful Offeror shall submit appropriate Performance and Payment Bonds in accordance with clause 52.228-15 within 10 days of contract award.

PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**L.15 QUOTATION SUBMITTAL**

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

Respondents shall submit their offer by mail to the address in Block 8 of the SF 1442 or shall submit their offer by email to [cmundt@blm.gov](mailto:cmundt@blm.gov). Email offers shall identify the solicitation number 140L3623Q0002 in the subject line. Electronic quotations will be subject to the same rules as paper quotations.

**L.16 VOLUME FORMAT INSTRUCTIONS**

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

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

- (1) Prime Contractor's Name
- SAM Unique ID
- Contact Information:
  - Name
  - Phone
  - Email
  - Address

(2) Volume Number & Title

(c) The quotation 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 quotation 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.**

(e) The quotation 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	10
Volume 3	Past Performance	1 electronic copy	10
Volume 4	Pricing	1 electronic copy	Unlimited

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

PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**L.17 VOLUME 1: REQUIRED DOCUMENTATION**

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

(b) Acknowledgement of Amendments: Acknowledge all solicitation amendments using one of the methods set forth in Block 11 of Standard Form 30, the form on which any amendment will be issued. This includes completing blocks 8, 15A, 15B, and 15C and block 19, *Acknowledgement of Amendments* on the SF 1442.

(c) Short Cover Letter:

(1) Offeror's (company) name, address, phone number, and SAM Unique ID number.

(2) Point of contact for two individuals within the company (phone number and email address)

(3) Entity making this submittal:

Parent Company \_\_\_\_\_ Subsidiary \_\_\_\_\_ Division \_\_\_\_\_ Branch Office \_\_\_\_\_

(4) Year company/entity was established: \_\_\_\_\_

(5) List any former company/entity names and reason(s) for revision/restructuring if applicable

(6) Original signature of the individual with the authority to bind the contractor and to negotiate.

(7) Statement that the proposal is valid for the time period set in block 13, *Additional Solicitation Requirements*, of the 1442.

(8) Response to the following questions:

o **Judgments, Claims, and Lawsuits:** Are there any judgments, claims, and/or lawsuits pending or outstanding against or involving entity or partners comprising your entity?

No , Yes . If yes, submit details of all judgments or claims against either parent office or division/branch that will be responsible for the accomplishment of this project on a separate sheet.

o Is your entity or partners comprising your entity under suspension or debarment by any Federal, state or local agency, or been terminated on any past projects (Federal or others)?

No , Yes . If yes, submit details on a separate sheet.

o IAW FAR 52.204-24(d),

(1) The offeror  will,  will 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 that can route or redirect user data traffic or can permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) The offeror represents that it  does,  does not use covered telecommunications or video surveillance equipment, or use any equipment, system, or service that uses covered telecommunications equipment or services that can route or redirect user data traffic or can permit visibility into any user data or packets that such equipment transmits or otherwise handles.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair****L.18 VOLUME 2: FACTOR 1, TECHNICAL APPROACH**

(a) A construction schedule (Gantt or similar) shall be provided with exact dates and sequencing showing a chronological completion of tasks within the Government specified period of performance. The construction schedule shall indicate an understanding of the project requirements and utilize a logical approach to sequencing.

**Note:** As stated in the technical Specifications, work on the GAOA Spruce Gulch Road project cannot start prior to August 21, 2023. There will be no work allowed on the GAOA Spruce Gulch Road during the time period of September 21<sup>st</sup> thru September 23<sup>rd</sup>. During the September 21<sup>st</sup> –23<sup>rd</sup> no work period, the Spruce Gulch Road must be passible to the traveling public to accommodate for the annual “Jeep Jamboree”. The GAOA Spruce Gulch Road shall be complete no later than October 31, 2023.

**L.19 VOLUME 3: FACTOR 2, PAST PERFORMANCE**

(a) **Reference List** - The contractor shall furnish a list (no more than five) of Federal, State, local government or commercial projects similar in scope, complexity, and magnitude to the work required under this solicitation that the contractor has completed within the last five years. These projects must clearly demonstrate the contractor’s successful ability to accomplish projects in a timely and satisfactory manner. If an offeror intends to utilize subcontractors to perform any of the major components of work, a reference list with all the requested information must be provided for each proposed subcontractor. A suggested template for the reference list is contained in Section J. The response must include the following information:

1. Project title.
2. Contract number (if applicable).
3. Description of work performed (Please include information showing relevancy in comparison to the Government’s requirement.
4. Capacity held (Prime, Subcontractor, key Personnel).
5. Original and final contract amount (Explain significant variations).
6. Original and final contract durations (Explain significant variations).
7. Owner and contact information.
  - a. Agency/Customer name.
  - b. Point of contact to include title, email, and telephone number.
8. Problems encountered and corrective actions take.

(b) **Past Performance Questionnaires** - In addition to the reference list discussed above, the offeror shall submit the Past Performance Questionnaire in Section J to those references provided in paragraph (a) above. The references (and not the offeror) shall return the questionnaires directly to Christine Mundt ([cmundt@blm.gov](mailto:cmundt@blm.gov)).

**Completed questionnaires submitted to the government by the offeror shall be discarded.**

(c) Failure to provide required information may result in an unacceptable proposal assessment. Evaluation of past performance also includes:

1. Feedback provided by reference(s) contacted including quality of work performed (material and workmanship), correction of deficiencies, completeness of submittals, O&M, “as-builts”, payroll, schedules, etc., met customer expectations, and in compliance with construction documents.
2. Feedback provided by reference(s) contacted including performance; resolution of delays, identification and correction of work, meeting progress schedules, submission of schedules, completion of punchlist items, submission of submittals including documents and as-builts. All the foregoing completed in a timely manner. Warranty issues should have been addressed promptly.
3. Experience with firm fixed price contracts and cost control.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

(d) Past performance projects deemed not relevant will be rejected and not be considered. Projects deemed not recent (greater than five years) will be disregarded. The evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the proposed agreement when such information is relevant to this acquisition. The evaluation will also consider information provided relative to corrective actions taken to resolve problems on past or existing contracts. Offerors receiving a rating of No Confidence will not be considered for award.

(e) Offerors are advised that the Government may use data provided by the offeror and data obtained from other sources in the development of performance confidence assessments. Performance information on contracts not listed by the offeror or that of subcontractors may also be evaluated.

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

**L.20 VOLUME 4: FACTOR 3, PRICING**

**(a) Complete and submit Section B, Price Schedule and enter total proposed fixed price in Block 17 and on page 3 of SF 1442.** Labor costs associated with this project shall be in accordance with Construction Wage Rate Requirements Statute.

**(b) Price Reasonableness.** These instructions provide the Offeror guidance in submitting information other than cost or pricing data required to evaluate the reasonableness of the proposed price. Offers should be sufficiently detailed to demonstrate their reasonableness and affordability. The burden of proof for credibility of proposed prices rests with the Offeror.

## SECTION M – EVALUATION FACTORS FOR AWARD

### M.1 BASIS FOR CONTRACT AWARD

- (a) This acquisition is a **Total Small Business** set-aside under the North American Industry Classification System (NAICS) Code 237310 with a small business size standard of \$45.0 million. An offeror determined to be other than a small business will be deemed ineligible for award.
- (b) This acquisition will utilize the **Simplified Acquisition** procedures to make a best value award. By submission of its offer, the Offeror accepts all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Offerors must clearly identify any exception to the solicitation and conditions and provide complete accompanying rationale. While the Government will strive for maximum objectivity, the technical evaluation process, by its nature, is subjective; therefore, professional judgment is implicit throughout the evaluation process.
- (c) The Government intends to make **ONE** award based on evaluation of quotations submitted in response to this solicitation. Award will be made to the responsible offeror whose proposal conforms to all solicitation requirements, such as terms and conditions, representations and certifications, technical requirements, and also provides the best value to the Government based on the results of the evaluation, price and non-price factors considered.

### M.2 SIMPLIFIED ACQUISITION PROCEDURE - EVALUATION PROCESS

The best value evaluation process will be accomplished as follows:

- (a) **Technical Evaluation.** Each offeror's technical quotation will be evaluated to determine if the Offeror provides a sound, compliant approach that meets the requirements of the detailed Technical Specifications and Road Plans / Drawings provided in this solicitation and demonstrates a thorough knowledge and understanding of those requirements. An evaluation rating of Exceptional, Very Good, Satisfactory, Marginal, or Unsatisfactory will be assigned upon completion of the technical proposal evaluations. If an offeror receives a technical rating of "Unsatisfactory" for any subfactor, they will not be considered for contract award.
- (b) **Past Performance Evaluation.** (1) Past performance evaluation results in an assessment of the Government's confidence in the Offeror's ability to fulfill the solicitation requirements. The overall confidence assessment will be based upon the recency, relevancy, and quality evaluation of all references reviewed. The past performance evaluation considers each offeror's demonstrated record of performance in meeting users' needs. The performance confidence assessment is rated after evaluating aspects of the offeror's recent past performance, focusing on quality of performance that is relevant to this requirement. If an Offeror receives a past performance rating of "No Confidence", they will not be considered for contract award.
- (2) Sources of Past Performance Information for Evaluation. Past performance information will be provided by the offeror. The Government shall also obtain past performance information from the Past Performance Information Retrieval System (PIRS). Additionally, offerors are advised the Government will use data provided by sources other than the offeror to evaluate past performance. This information may be obtained from questionnaires from interviews with project managers, COs, and other sources known to or found by the Government. The Government may also use information from previous source selections or contractor capability assessments if the information is recent and relevant.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair****(3) Definitions.**

- (i) **Recent:** Recent is defined as a project completed or significantly completed within 5 years from the issuance date of this solicitation.
- (ii) **Relevant:** Past performance effort involving much of the same magnitude of effort and complexities this solicitation requires. Effort and complexities is defined by the scope, tasks and requirement's specifications. Therefore, projects will be considered not relevant if the past performance effort did not involve any of the magnitude of effort and complexities required by this solicitation. Projects including similar task associated with the requirements of this solicitation as determined by the scope of work and specifications building type, size, magnitude (cost), complexity and scope, and/or contained similar features, functions, components, systems, and/or project(s) was for a federal, state, or local municipality. The magnitude is defined in Block 10 of the SF 1442.

**(c) Price Evaluation.** Price must be determined fair, reasonable, and affordable.

**M.3 VOLUME 1: REQUIRED DOCUMENTATION**

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

**M.4 VOLUME 2: FACTOR 1, TECHNICAL APPROACH**

The quotations shall be evaluated against the following factor:

- (a) **Construction Schedule:** The construction schedule was provided in a Gantt or similar format and provides exact dates and sequencing showing a chronological completion of tasks within the Government specified period of performance. The construction schedule shall indicate an understanding of the project requirements and utilize a logical approach to sequencing.
- Note:** As stated in the technical Specifications, work on the GAOA Spruce Gulch Road project cannot start prior to August 21, 2023. There will be no work allowed on the GAOA Spruce Gulch Road during the time period of September 21<sup>st</sup> thru September 23<sup>rd</sup>. During the September 21<sup>st</sup> –23<sup>rd</sup> no work period, the Spruce Gulch Road must be passible to the traveling public to accommodate for the annual "Jeep Jamboree". The GAOA Spruce Gulch Road shall be complete no later than October 31, 2023.

(c) The technical approach factor shall receive one of the following ratings:

<b>RATING</b>	<b>DESCRIPTION</b>
Exceptional	Quotation meets contractual requirements and exceeds many (requirements) to the Government's benefit. The risk of unsuccessful performance is low based on few minor problems for which corrective actions are anticipated to be highly effective.
Very Good	Quotation meets contractual requirements and exceeds some (requirements) to the Government's benefit. The risk of unsuccessful performance is low based on some minor problems for which corrective actions are anticipated to be effective.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

Satisfactory	Quotation meets contractual requirements. The risk of unsuccessful performance is no more than moderate based on some minor problems for which corrective actions are anticipated to be satisfactory.
Marginal	Quotation does not meet some contractual requirements. The risk of unsuccessful performance is more than moderate based on serious problems for which corrective actions are not identified or the proposed actions appear only marginally effective.
Unsatisfactory	Quotation does not meet most requirements of the solicitation, and, thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

**M.5 VOLUME 3: FACTOR 2, PAST PERFORMANCE**

(a) Past performance projects deemed not relevant will be rejected and not be considered. Projects deemed not recent (greater than five years) will be disregarded. The evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience or subcontracts that will perform major or critical aspects of the proposed agreement when such information is relevant to this acquisition. The evaluation will also consider information provided relative to corrective actions taken to resolve problems on past or existing contracts. Offerors receiving a rating of “No Confidence” will not be considered for award.

(b) Evaluation of past performance also includes:

(1) Feedback provided by reference(s) contacted including quality of work performed (material and workmanship), correction of deficiencies, completeness of submittals, O&M, “as-builts”, payroll, schedules, etc., met customer expectations and in compliance with construction documents.

(2) Feedback provided by reference(s) contacted including performance; resolution of delays, identification and correction of work, meeting progress schedules, submission of schedules, completion of punchlist items, submission of submittals including documents and as-builts. All the foregoing completed in a timely manner. Warranty issues should have been addressed promptly.

(3) Experience with firm fixed priced contracts and cost control.

(c) In consideration of an Offeror’s total past performance information, one of the following ratings will be assigned:

<b>RATING</b>	<b>DESCRIPTION</b>
Satisfactory Confidence	Based on the offeror’s performance record, the Government has an expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror’s performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence	No performance record is identifiable or the offeror’s performance record is so sparse that no confidence assessment rating can be reasonably assigned.

**PROJECT DESCRIPTION: GAOA Spruce Gulch Road Repair**

(d) Offerors receiving a final rating of “No Confidence” will not be considered for award.

**M.6 VOLUME 4: FACTOR 3, PRICING**

(a) Reasonableness. For a price to be reasonable, it must represent a price to the Government that a prudent person would pay in the conduct of competitive business. Normally, price reasonableness is established through 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: An affordability assessment will consider if the proposed price is within the Government’s funding profile.