

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 140L5423Q0002	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 04/27/2023	PAGE OF PAGES 1 42	
	IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.				

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0040613185	6. PROJECT NO.
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7. ISSUED BY SOUTHWEST DISTRICT OFFICE 2465 S. TOWNSEND AVE. MONTROSE CO 81401	CODE LRU	8. ADDRESS OFFER TO Email: rhall@blm.gov
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9. FOR INFORMATION CALL: 	a. NAME Robert Hall	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 9708769038
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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)

Description of Work: Furnishing labor, equipment, supplies, and materials to install one new steel pipe gates, pipe and materials for metal fence and all materials for buck and pole fence. All work shall be according to the attached specifications and drawin

LOCATION: Work under this contract is located in Durango, Colorado. The work sites are Grandview Ridge, Sale Barn Trailhead, and Big Canyon Trailhead. The work locations are shown on the maps provided.

Rough Order of Magnitude - \$25K - \$100K.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>168</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input type="checkbox"/> mandatory <input checked="" type="checkbox"/> negotiable. (See _____.)
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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
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 1900 (hour) local time 05/29/2023 (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.

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 30 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 a 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. 3304(a) ()
26. ADMINISTERED BY CODE <u>LRU</u> SOUTHWEST DISTRICT OFFICE 2465 S. TOWNSEND AVE. MONTROSE CO 81401	27. PAYMENT WILL BE MADE BY		

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
140L5423Q0002

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	<p>BLM-CO - Durango Trailhead Fences</p> <p>This is a Request for Quotes (RFQ) to construct fences on public land near Durango, CO in accordance with Attachment 1</p> <p>Basic Contracting Requirements:</p> <ol style="list-style-type: none"> 1. Active Registration - www.sam.gov - at the time responses are due. 2. Invoicing and Payment - www.ipp.gov - 30-day prompt pay 3. FAR Part 36 - Construction Provisions and Clauses 4. FAR Part 13 - Simplified Acquisition Procedures 5. Davis Bacon Act Wages for La Plata, County, CO 6. Total Small Business Set-Aside for NAICS 238990 Size Std: \$19M 7. Bid, Performance and Payment Bonding 8. Type of Contract: Firm Fixed Price 9. Basis of Award - Low Price Technically Acceptable with a thorough review of the required Technical Response <p>Minimum Requirements for Responsive Quote:</p> <ol style="list-style-type: none"> 1. Filled in, priced, and signed SF1442 2. Bid Bond - 20% of bid price 3. Technical Response 4. Email above items to the POC no later than the closing date. <p>POC: Contracting Officer Robert Hall - rhall@blm.gov - 762-329-0002 Delivery: 11/30/2023 Delivery Location Code: 0004276718 BLM-CO TRES RIOS FIELD OFFICE 29211 HWY. 184 DOLORES CO 81323 US</p> <p>Period of Performance: 06/15/2023 to 11/30/2023</p> <p>Durango Trailhead Fencing Product/Service Code: Y1PZ Product/Service Description: CONSTRUCTION OF OTHER NON-BUILDING FACILITIES</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
140L5423Q0002

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Reminder: All invoices must be submitted directly to www.ipp.gov and include and itemized matching attachment, certified payroll, certification for progress payments for a Fixed-Price Construction contract and for the final invoice, a Release of Claims.				

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SECTION B – SCHEDULE OF ITEMS

Furnish necessary labor, equipment, supervision, supplies and materials to provide items listed below in accordance with the specifications in Section C and the Attachments and all other provisions contained herein.

Schedule of Items		
Gate Replacement	1 LS	\$
Sale Barn Fence	1 LS	
Big Canyon Fence	1 LS	
Total		

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT**C.1 SCOPE OF WORK**

Description of Work: Furnishing labor, equipment, supplies, and materials to install one new steel pipe gates, pipe and materials for metal fence and all materials for buck and pole fence. All work shall be according to the attached specifications and drawings.

Period of Performance: negotiable based upon material availability, weather, etc.

C.2 GOVERNMENT CONTACTS

PM/COR: Fire Operations Technician Jake Davis – 480-567-8939

Contracting Officer: Robert Hall - rhall@blm.gov – 762-329-0002

C.3 SOLICITATION Pictures and Maps – SEE ATTACHMENTS**C.4 SUBMITTALS, MEASUREMENT AND PAYMENT – per Schedule B****C.5 BIOBASED PRODUCTS**

The Contractor must comply with Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA), Executive Order (EO) 13423, “Strengthening Federal Environmental, Energy, and Transportation Management,” and the Federal Acquisition Regulation (FAR) to provide biobased products. The Contractor shall utilize products and material made from biobased materials to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer’s Representative (COR).

The following is a sample of USDA-approved products that may be used in this contract for minor construction and operations & maintenance for which biobased products are available. The list is not all- inclusive. It is desirable that vendors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.

Hydraulic fluid	Lubricants and Greases	Wood and concrete sealers	Composite panels
Wood and concrete stains	Concrete and asphalt release fluids		

Biobased products that are designated for preferred procurement under USDA’s BioPreferred program must meet the required minimum biobased content as stated in the USDA Final Rule available at <https://www.biopreferred.gov/BioPreferred/>. The Contractor should provide data for their biobased products such as biobased content and source of biobased material. In addition to the biobased products designated by the USDA in the BioPreferred Program, the Contractor is encouraged to use other commercially available biobased products.

The awarded Contractor on each anniversary date of the contract shall compile a complete list of biobased products, including the information above, purchased to carry out the contract requirements. The Contractor shall list volume to be used and total cost for each individual product. This information will be used for reporting purposes. The Contractor shall comply with the provision at FAR 52.223-1, Biobased Product Certification. The Contractor shall comply with the clause at FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

Helpful BioPreferred Links:

USDA's BioPreferred Catalog <https://www.biopreferred.gov/BioPreferred/faces/catalog/Catalog.xhtml>

Policies and Laws <https://www.biopreferred.gov/BioPreferred/faces/pages/PoliciesAndLaws.xhtml>

SECTION D—PACKAGING AND MARKING**D.1 PROJECT LABELING FOR OFFICIAL CORRESPONDENCE**

The government singularly identifies each project with a contract number at time of award. The contract number is a unique identifier to purposely and permanently represent an awarded project. The government issued contract number shall be referenced by the contractor on all official communications to the government, e.g. letters, certified payrolls, e-mails, submittals, etc., starting upon notice of award. All email subject lines shall begin with the PO number along with a short specific of the subject being addressed.

SECTION E—INSPECTION AND ACCEPTANCE**E.1 FAR 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 these addresses:

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**FAR 52.246-12 Inspection of Construction (AUG 1996)****E.2 INSPECTION AND ACCEPTANCE**

- (a) The contracting officer or the contracting officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.
- (b) Inspection and acceptance will be performed at: The project site.

E.3 INSPECTION AND TESTING PERFORMED BY GOVERNMENT

The government will perform specific sampling and testing of work in progress where these responsibilities are not expressly assigned to the contractor by the BLM specifications or elsewhere herein. This does not relieve the contractor of completing contractor quality control work.

E.4 CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

Unless working tolerances are specified, all work performed and materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions and material requirements shown on the drawings, indicated in the specifications, or designated on the ground. "Reasonably close conformity" is in compliance with reasonable and customary manufacturing and construction tolerances.

SECTION F—DELIVERIES OR PERFORMANCE

F.1 FAR 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 these addresses:

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

F.2 FAR 52.242-14 Suspension of Work (APR 1984)

F.3 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within *14* 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 **November 30, 2023**.

Alternate I (Apr1984). If the completion date is expressed as a specific calendar date, computed on the basis of the contractor receiving the notice to proceed by a certain day, add the following paragraph to the basic clause:

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by **1 July, 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.

(End of clause)

F.4 SUSPENSIONS OF WORK FOR OTHER THAN GOVERNMENT'S CONVENIENCE

The contracting officer may issue orders to suspend the work wholly or in part for such period of time as deemed necessary because of:

- (1) Weather or ground conditions when further prosecution of the work might cause environmental or resource damage to the project, access roads to the project or adjacent property. Such action would include, but not be limited to, instances such as siltation of streams, damage to access roads, rutting of project roads which causes otherwise suitable soils to be muddy or unsuitable; or
- (2) Failure of the contractor to comply with specifications such as, but not limited to, placement of frozen material in fills, placing of asphalts at temperatures lower than those specified, performing work prior to prerequisite approvals, operating equipment not meeting fire requirements or when conditions exist which do not meet safety requirements. Whether or not a suspend work notice is issued, the contractor shall be responsible for correcting any damage caused by its operation, whether inside or outside project limits, at no cost to the government. Such suspensions shall not be considered as suspensions for the convenience of the government under FAR 52.242-14, Suspension of Work, and shall not qualify for an equitable adjustment.

SECTION G—CONTRACT ADMINISTRATION DATA

G.1 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

The contracting officer's representative (COR) is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order or other matter deviating from the terms of this contract be effective or binding upon the government unless formalized by proper contractual documents executed by the contracting officer prior to completion of the contract. The contracting officer should be informed as soon as possible of any actions, or inactions, by the contractor, or the government, which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly. (This does not apply to individual assignments which were issued by the COR provided they do not affect the delivery schedule, performance period, or costs stated in the contract).

On all matters that pertain to the contract terms and conditions, the contractor shall communicate with the contracting officer. Whenever, in the opinion of the contractor, the COR requests effort outside the scope of the contract, the contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the contracting officer should be notified immediately, preferably in writing. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

G.2 DIAR LSM 1452.211-80 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract shall be subject to the following procedures: (a) Technical Correspondence. Technical correspondence shall be addressed to the COTR with an information copy of the correspondence to the Contracting Officer (see Subparagraph (d) below).

(b) Other Correspondence. All other correspondence shall be addressed to the Contracting Officer.

(c) Contracting Officer's Address. The Contracting Officer's address and telephone number are as follows:

Robert Hall
BLM Contracting Officer
[2300 River Frontage Road | Silt, CO 81652](mailto:2300.River.Frontage.Road@Silt.CO)
Office: (970) 876-9038

(c) Subject Line(s). All correspondence including email shall contain a subject line commencing with the contract number, as illustrated

SUBJECT : 140L5423PXXXX – Specific subject or matter

(End of clause)

G.3 INVOICE PROCESSING PLATFORM (IPP)

The contractor shall use the Invoice Processing Platform (www.ipp.gov) for the submission of all project invoices. Prior to submitting the formal invoice at the IPP website, the contractor shall present to the COR a contractor-COR agreed to invoice worksheet in the field. Both parties will come to an agreement concerning the payable line items. After this agreement is achieved the contractor will submit its invoice in IPP for COR validation and CO approval..

Payment requests must be submitted electronically through the U. Department of the Treasury's Invoice Processing Platform System (IPP). 'Payment request' means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

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

- Itemized matching attachment
- Certified Payroll for construction phases

- Progress Certification Request
- Release of Claims for the Final Invoice

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 at IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131. If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

G.4 PAYMENT FOR PERFORMANCE AND PAYMENT SECURITY EXPENSES

It is mutually agreed that the premium costs for performance bonds, payment bonds and alternative payment protections furnished for this contract are to be included in the "Lump Sum" line item.

G.5 RELEASE OF PERFORMANCE AND PAYMENT SECURITY

Performance and payment security furnished under this contract shall be retained by the government for a minimum period after acceptance of all work under the contract, including any warranty period.

Performance and payment security other than corporate or individual surety bonds will be returned to the contractor after this period if no claims against these bonds have been filed at that time. For contracts subject to the *Miller Act* this minimum period is one year.

G.6 COSTING OF CLAIMS OR MODIFICATIONS

The cost principles and procedures in Subpart 31.2 of the Federal Acquisition Regulations shall be used in the pricing of contract claims and modifications and for determining costs under terminated contracts, except, where actual costs cannot be determined from the contractor's accounting records. Allowable ownership and operating costs for owned or rented equipment may be determined from "The Construction

Equipment Ownership and Operating Expense Schedule," U.S. Army Corps of Engineers Publication EP 1110-1-8, published by the U.S. Government Printing Office or other comparable equipment rate publication, to the extent that such publications contain a listing of the equipment being costed or of similar equipment.

G.7 PAYMENT FOR MATERIALS DELIVERED OFF THE SITE

As provided in FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, material acquired for incorporation into the project, and stored off site by the contractor, may, at the option of the contracting officer, be included in progress payments. Prior to payment, such material will be subject to government inspection and shall be stored separately from other materials, and be identified as, "PROPERTY OF THE UNITED STATES, Project Name and Contract Number." In addition, the contractor shall furnish the government with a right of ingress and egress to the property together with right of removal.

G.8 Notice to Contractors - CPARS (DEC 2015)

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

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

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

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

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

a) Contractor Representatives may then provide comments in response to the 6.evaluation, or return the evaluation without comment.

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

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

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

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

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

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

a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.

b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

c) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

7) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

8) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of notice)

SECTION H—SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT – ORDER OF PRECEDENCE

1. The contract includes the standard contract clauses and schedules current at the time of award. It also entails:
 - a. The solicitation in its entirety, including all drawings, cuts and illustrations, and any amendments during proposal evaluation and selection; and
 - b. The successful Offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

2. In the event of conflict or inconsistency between any of the provisions of the various portions of this contract, precedence shall be given in the following order:
 - a. Betterments: Any portions of the Offeror's proposal, which both meet and exceed the provisions of the solicitation.
 - b. The provisions of the solicitation (See also FAR 52.236-21 Specifications and Drawings for Construction).
 - c. All other provisions of the accepted proposal.
 - d. Any design products, including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

H.2 VALUE ENGINEERING AFTER AWARD

3. reference to FAR 52.248-3, "Value Engineering – Construction," the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the solicitation documents which In were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.
4. The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.
5. For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

6. In contrast, for purposes of this clause, the term “prescriptive” refers to those aspects of the design criteria or other solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.

H.3 KEY PERSONNEL, SUBCONTRACTORS, AND OUTSIDE ASSOCIATES OR CONSULTANTS

In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to the individuals or firms that were specifically identified and agreed to during negotiations. The contractor shall obtain the Contracting Officer’s written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants.

H.4 DIAR 1401.670-1 AUTHORITIES AND DELEGATIONS (SEPT 2011)

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

(b) The Contracting Officer will designate a Contracting

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

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

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

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

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

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

(End of clause)

H.5 DEVIATING FROM THE ACCEPTED DESIGN

The Contractor must obtain the approval of the Designer of Record and the Government's concurrence for any Contractor proposed revision to the professionally stamped, sealed, and Government-approved design, **before** proceeding with the revision.

The Government reserves the right to non-concur with any revision to the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.

Any revision to the design, which deviates from the contract requirements (i.e., the RFP and the accepted proposal), will require a modification, pursuant to the Changes clause, in addition to Government concurrence. The Government reserves the right to disapprove such a revision.

Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.

The Contractor shall track all approved revisions to the reviewed and accepted design and shall incorporate them into the as-built design documentation, in accordance with agreed procedures. The Designer of Record shall document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

H.6 GOVERNMENT RIGHTS

The Government shall have unlimited rights in all drawings, designs, specifications, notes and all other works developed in this design in the event the entire scope of work (Base + Option Items) cannot be accomplished under this contract. The government reserves the right to use the design for a future contract award with parties other than the prime contract and its subcontractors performing on this contract.

H.7 PROJECT SPECIFIC RESOURCE PROTECTION MEASURES

Conservation Measures:

1. Temporarily store any waste liquids generated at the staging areas under cover on an impervious surface, such as tarpaulins, until such time they can be properly transported to and treated at an approved facility for treatment of hazardous materials.
2. Outline procedures based on Best Management Practices to confine, remove, and dispose of construction waste, including every type of debris, discharge water, concrete, cement, grout, washout facility, welding slag, petroleum product, or other hazardous materials generated, used, or stored on-site.
3. Outline procedures to contain and control a spill of any hazardous material generated, used or stored on-site, including notification of proper authorities.
4. Ensure that materials for emergency erosion and hazardous materials control are onsite and accessible at all times (e.g., silt fence, straw bales, oil-absorbing floating boom, etc.)
5. Clean all equipment used for instream work of petroleum accumulations, dirt, plant material (to prevent the spread of noxious weeds), and leaks repaired prior to entering the project area. Such equipment includes large machinery, stationary power equipment (e.g., generators, canes, etc.), and gas-powered equipment with tanks larger than five gallons.
6. Store and fuel equipment in staging areas after daily use.
7. Inspect daily for fluid leaks before leaving the vehicle staging area for operation.
8. Thoroughly clean equipment before operation below ordinary high water or within 50 feet of any natural water body or areas that drain directly to streams or wetlands and as often as necessary during operation to remain grease free.

9. Visually monitor during project implementation to ensure effects are not greater (amount, extent) than anticipated and to contact Level 1 representatives if problems arise. Fix any problems that arise during project implementation. Regular biologist/hydrologist coordination with COR if biologist/hydrologist is not always on site to ensure contractor is following all stipulations.

H.8 PAYMENTS FOR INCIDENTAL ITEMS

The intent of the contract is to provide for the complete construction of the project described. Unless otherwise provided, the contractor shall furnish all labor, materials, equipment, tools, transportation and supplies and perform all work required to complete the project in accordance with drawings, specifications and provisions of the contract. Payment for contract work will be made only for and under those pay items included in the Bid Schedule. All other work and materials will be considered incidental or indirect to and included in the payment for items shown.

H.9 PRODUCT SUBSTITUTION

Any modification of items, designs, materials, products or equipment made necessary because of a substitution, will be the responsibility of the contractor without adjustment in contract price or time. The contracting officer's approval of any substitute will not affect the contractor's responsibility for such modification. Any and all substitutions will be requested by the contractor after award has been made. No approvals will be made prior to award.

H.10 STORAGE AND STOCKPILING OF MATERIALS

Materials shall be stored to assure the preservation of quality and fitness for the work. Stored materials shall be located to facilitate their prompt inspection. Sites on BLM administered land (identified elsewhere herein) and approved by the BLM may be used for storage purposes and for the placing of contractor's plant equipment. All storage sites provided by the BLM shall be restored at the contractor's expense. Contractor shall be responsible for making arrangements for storage on other than BLM administered lands.

H.11 LANDSCAPE PRESERVATION AND HAZARDOUS MATERIALS

- (a) The contractor shall confine operations to within the clearing limits or other areas designated in the contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material which falls outside of these limits shall be retrieved, disposed of, or incorporated in the work as directed by the contracting officer. The contractor shall make all reasonable attempts to preserve the scenic and natural environment within and adjacent to this construction project.
- (b) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, lakes, reservoirs, and other surface waters.
 - (1) Wash water or waste from concrete, aggregate or other operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.
 - (2) Mechanized equipment shall not be operated in live streams without written approval by the contracting officer.
- (c) No petroleum products or other hazardous substances shall be released on or into land or rivers, streams, impoundments or other waters, or into natural or manmade channels leading thereto or therefrom. Servicing of all equipment shall be done only in the areas approved by the contracting officer. The contractor shall transport off government lands all waste oil, vehicle oil filters (drained of free-flowing oil), and oily rags and shall dispose of such materials in accordance with applicable State and Federal regulations.
 - (1) If the total on-site oil or oil products storage exceeds 1320 gallons or if any single container exceeds a capacity of 660 gallons, the contractor shall prepare and implement a Spill Prevention Control and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112) including certification by a registered professional engineer. This plan shall include notification of appropriate state and local officials, the contracting officer and other appropriate agencies.
 - (2) At all on-site work areas (including contractor storage, transfer, fueling, mixing sites, etc., for oil, oil products or any hazardous materials), the contractor shall take appropriate preventive measures to ensure that any release of hazardous products does not enter any stream or other waters of the United States or any of the individual States and shall conform to the federal, state and local regulations. Planned spill containment locations in stream courses shall be established prior to commencement of

work activities. These locations will be reviewed by the contracting officer or representative. When deemed appropriate; additional planned preventive measures shall be established for review by the contracting officer or representative.

- (3) The contractor, acting independently, shall immediately take action to notify the appropriate agencies including the contracting officer, and to contain and clean up, without expense to the government, all petroleum products or other hazardous substance releases which are on or in the vicinity of the project and which are caused by the contractor's employees, directly or indirectly. The contractor shall have the necessary materials on site to contain a spill which may occur on land or within live streams as appropriate for any potential flow conditions likely to occur. This may require absorbent pads and/or booms or other containment devices. In the event the government determines that additional resources beyond those of the contractor is required, the contractor may be held liable for all damages and costs including, but not limited to additional labor, subsistence, equipment, supplies and transportation deemed necessary by the government for the containment and clean-up of petroleum products or other hazardous substance releases caused by contractor's employees or resulting from or related to construction operations.
- (4) The contractor shall notify the contracting officer of any hazardous materials to be used on the job and shall have Material Safety Data Sheets (MSDS) for those materials available on the job.

H.12 LOCAL DISPOSAL SITES

Debris encountered in the construction (i.e., metals) and other waste materials generated in the construction (cartons, scrap, etc.) shall be removed and disposed off of BLM Land, unless other disposal means are authorized in the plans or specifications.

H.13 INDUSTRIAL CAMPS

BLM regulations for Use of Campgrounds prohibit occupancy of developed recreation sites for other than primarily recreation purposes. No industrial camping will be authorized at these sites. A special use permit is required on BLM land for industrial camps. These permits are to be obtained by the contractor through the contracting officer. Such permission, if granted, will be without charge to the contractor but may include use restrictions. One self-contained camp unit will be allowed at each staging area and equipment or supply dump for use by a watchman.

H.14 TRAFFIC CONTROL, BARRICADES, WARNING SIGNS, AND OTHER DEVICES

The contractor shall provide, erect and maintain all necessary barricades, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Suitable warning signs shall be provided to properly control and direct traffic. All operations shall conform to the current requirements and guidelines of the Occupational Safety and Health Administration (OSHA) and the Manual of Uniform Traffic Control Devices (MUTCD).

The contractor shall erect warning signs in advance to any place on the project where operations may interfere with the use of the road or trail by traffic and at all intermediate points, where the new work crosses or coincides with an existing road or trail.

H.15 CONSTRUCTION STAKES, LINES AND GRADES

- (a) The BLM will establish controls as shown on the plans. Any BLM established control points (if provided) including but not limited to flagging, wire flags, hubs or stakes shall constitute the field control from which the contractor shall execute the work and shall be left in place until the Inspector or COR approves their removal.
- (b) The contractor shall do all further surveying, staking and engineering to establish the horizontal and vertical control necessary to result in having the finished work comply with the lines and grades shown on the drawings or stated in the specifications. This work is incidental to the pay items.
- (c) If any government furnished construction control points have been destroyed or displaced, or are erroneous, the contractor shall promptly notify the COR. If these points are destroyed or displaced due to contractor's negligence or operation, the cost for replacing them will be charged to the contractor.
- (d) In case of any construction changes, the contractor shall cooperate with the COR and facilitate the prompt reestablishment of the field control for the adjusted work.

H.16 SUBMITTALS

Submittals shall include the following unless otherwise required in the specification:

7. Date and revision dates.
8. Project name and contract number.
9. Names of contractor, subcontractor, supplier and manufacturer.
10. Specifications section number.
11. Field dimensions and relation to adjacent structures.
12. Applicable standards such as ASTM or Federal Specifications.
13. Contractor's stamp, initial or signature, certifying the review of submittal, verification of field measurements and compliance with contract documents.

Provide all submittals within 14 calendar days of contract award unless otherwise required by the specification.

Title	Referenced by Contract clause or Specification No.	Time of Government Approval After Submittal
Product and Material Certifications and Literature	As required by Specifications	7 days

H.17 HAZARDOUS CONDITIONS SAFETY PLAN

The following conditions have been identified as inherently hazardous to a degree that failure to take the proper precautions could lead to serious injury or loss of life. This listing shall not be construed as all inclusive. The contractor shall provide a written job-specific hazard analysis and safety plan that addresses and conforms to the requirements of 29 CFR 1910 and 1926 and the clause entitled Accident Prevention (FAR 52.236-13) included herein. Appropriate actions shall be taken by the contractor to implement this plan during performance and to take any and all other necessary steps to mitigate the dangers from hazards.

- Heavy equipment operation
- Fire hazards
- Hazardous materials handling
- Electrical hazard
- Hydraulic and/or pneumatic and/or other high-pressure hazards
- Mechanical hazards such as pulleys, springs etc.

H.18 VALUE ENGINEERING

Value Engineering Change Proposals (VECPs) which change the service or function of a facility or produce irreconcilable conflicts with management objectives will not be considered.

The following work is excluded from consideration under the Value Engineering clause:

- Contracts exceeding \$150,000 there are NO LIMITATIONS.
- Contracts less than \$150,000 the government reserves the right to decline any VECP. Prior to submission of VECPs, it is recommended the contractor make an informal inquiry to the contracting officer regarding the government's willingness to evaluate any VECP for contracts in this category.
- Refer to FAR Clause 52.248-3 Value Engineering—Construction for additional information.

H.19 INSURANCE COVERAGE

Pursuant to FAR clause 52.228-5, Insurance (JAN 1997) – Work on a Government Installation, the contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) Workers Compensation and Employer's Liability. The contractor is required to comply with applicable Federal and State worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this

coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

- (b) General Liability. The contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability. The contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.
- (d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.20 SPECIAL EQUIPMENT CLEANING REQUIREMENTS

All earth moving equipment (loaders, excavators, dump trucks, etc.) moved to the job site shall be cleaned of weeds and their seeds prior to each entrance onto the BLM lands. Cleaning shall consist of the removal of all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. This may require the use of a pressure hose.

Equipment shall be made available for visual inspection by the BLM prior to entering BLM lands. The contractor shall advise of a proposed date for mobilization. Inspections will take place at mutually agreeable en route locations in advance of entry onto BLM lands.

Special care shall be taken to assure removal of the following noxious weeds and their seeds:

- Noxious weeds and their seeds will be identified at the Individual Project Task Order level

The contractor shall take special care under this contract to prevent contamination of water at the work sites with any petroleum residues from mechanical equipment operations. This shall include daily inspection and cleaning as appropriate.

H.21 PROTECTION OF CULTURAL RESOURCES

Location of known historic or prehistoric sites, buildings, objects and properties related to American history, architecture, archaeology and culture, such as settler or Indian artifacts, protected by American Antiquities Act of 1906 (16 U.S.C. 431-433), National Historic Preservation Act of 1966 (16 U.S.C. 470) and the Archaeological Resources Protection Act of 1969 (PL 96-95 and 36 CFR 261.9(e)) shall be identified on the ground by the BLM. BLM may unilaterally modify, or cancel, this contract to protect an area, object of antiquity, artifact or similar object which is, or may be, entitled to protection under these Acts regardless of when the area, object or artifact is discovered or identified. Discovery of such areas or objects by either party shall be promptly reported to the other party.

Contractor shall protect all known and identified historic or prehistoric sites, buildings, objects and properties related to American history, architecture, archaeology and culture against destructions, obliteration, removal or damage during contractor's operations. In accordance with 36 CFR 296.14(c), the contractor shall bear costs of restoration, provided that such payment shall not relieve the contractor from civil or criminal remedies otherwise provided by law.

Wheeled or track-laying equipment shall not be operated within such areas, except on roads. Unless agreed otherwise, trees will not be felled into such areas.

H.22 PROTECTION OF HABITAT OF ENDANGERED, THREATENED AND SENSITIVE SPECIES

Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act of 1973, as amended, or as sensitive by the Regional Forester under authority of FSM 2670, are shown on the Plans and identified on the ground. Measures need to protect such areas have been included elsewhere in this contract.

If protection measures prove inadequate, if other such areas are discovered, or if new species are listed as federally threatened or endangered, or as sensitive by the Regional Forester, BLM may either cancel or unilaterally modify this contract to provide additional protection regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

SECTION I—CONTRACT CLAUSES

I.1 FAR 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 these addresses:

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	Definitions (NOV 2013)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant against Contingent Fees (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020)
52.203-7	Anti-Kickback Procedures (JUN 2020)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)
52.204-12	Unique Entity Identifier Maintenance (OCT 2016)
52.204-13	System for Award Management Maintenance (OCT 2018)
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)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
52.211-13	Time Extensions (SEP 2000)
52.211-18	Variation in Estimated Quantity (APR 1984)
52.215-2	Audit and Records -- Negotiation (JUN 2020)
52.215-8	Order of Precedence-uniform Contract Format (OCT 1997)
52.217-4	Evaluation of Options Exercised at Time of Contract Award (JUN 1988)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2020)
52.219-8	Utilization of Small Business Concerns (OCT 2018)
52.219-14	Limitations on Subcontracting (SEP 2021)
52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021)
52.219-28	Post-Award Small Business Program Representation (SEP 2021)
52.222-3	Convict Labor (JUN 2003)
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation (MAY 2018)
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work (MAY 2014)
52.222-6	Construction Wage Rate 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 and Related 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)
52.222-27 Affirmative Action Compliance Requirements for Construction (APR 2015)
52.222-35 Equal Opportunity for Veterans (JUN 2020)
52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)
52.222-37 Employment Reports on Veterans (FEB 2016)
52.222-38 Compliance with Veterans' Employment Reporting Requirements (FEB 2016)
52.222-40 Notification of Employee Rights under the National Labor Relations Act (DEC 2010)
52.222-50 Combating Trafficking in Persons (NOV 2021)
52.222-54 Employment Eligibility Verifications (NOV 2021)
52.222-55 Minimum Wages Under Executive Order 14026 (JAN 2022)
52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts (SEP 2013)
52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
52.223-6 Drug-Free Workplace (MAY 2001)
52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (AUG 2018)
52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)
52.225-9 Buy American-Construction Materials (Nov 2021)
52.225-13 Restrictions on Certain Foreign Purchases (FEB 2021)
52.227-1 Authorization and Consent (JUN 2020)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)
52.227-4 Patent Indemnity—Construction Contracts (DEC 2007)
52.228-1 Bid Guarantee (Sept 1996)
52.228-5 Insurance-Work on a Government Installation (JAN 1997)
52.228-2 Additional Bond Security (OCT 1997)
52.228-11 Pledges of Assets (FEB 2021)
52.228-12 Prospective Subcontractor Requests for Bonds (MAY 2014)
52.228-14 Irrevocable Letter of Credit (NOV 2014)
52.228-15 Performance and Payment Bonds—Construction (JUN 2020)
52.229-3 Federal, State, and Local Taxes (FEB 2013)
52.232-5 Payments under Fixed-Price Construction Contracts (MAY 2014)
52.232-9 Limitation on Withholding of Payments (APR 1984)
52.232-17 Interest (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 Subcontracts (NOV 2021)
52.233-1 Disputes (MAY 2014) Alternate I (DEC 1991)
52.233-3 Protest After Award (AUG 1996)
52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
52.236-2 Differing Site Conditions (APR 1984)
52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5 Material and Workmanship (APR 1984)
52.236-6 Superintendence by the Contractor (APR 1984)
52.236-7 Permits and Responsibilities (NOV 1991)
52.236-8 Other Contracts (APR 1984)
52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

	(APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-17	Layout of Work (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-25	Requirements for Registration of Designers (June 2003)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-13	Bankruptcy (JUL 1995)
52.243-4	Changes (JUN 2007)
52.243-5	Changes and Changed Site Conditions
52.243-7	Notification of Changes (JAN 2017)
52.244-6	Subcontracts for Commercial Items (JAN 2022)
52.245-1	Government Property (SEP 2021)
52.246-12	Inspection of Construction (AUG 1996)
52.246-13	Inspection-Dismantling, Demolition, or Removal of Improvements (AUG 1996)
52.246-21	Warranty of Construction (MAR 1994)
52.248-1	Value Engineering (Jun 2020)
52.248-3	Value Engineering—Construction (OCT 2020)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012) Alternate I (SEP 1996)
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) (APR 2012)
52.249-10	Default (Fixed-Price Construction) (APR 1984) ALTERNATE I (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

DOI ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.232-70	Reimbursement for Bond Premiums – Fixed-Price Construction Contracts (NOV 1996)
452.236-73	Archeological or Historic Sites (FEB 1988)
452.236-74	Control of Erosion, Sedimentation, and Pollution (NOV 1996)
452.236-76	Samples and Certificates (FEB 1988)
452.236-77	Emergency Response (NOV 1996)
452.237-70	Loss, Damage, Destruction or Repair (FEB 1988)
452.237-74	Key Personnel (FEB 1988)

I.2 FAR 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (NOV 2021)

(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 item (as defined in paragraph (1) of the definition at 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.

“Component” means an article, material, or supply incorporated directly into a construction material. “Construction material” means an article, material, or supply brought to the construction site by the contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems

incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the government are supplies, not construction material.

“Cost of components” means—

(3) 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

(4) 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.

“Domestic construction material” means—

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

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

“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 component test of the Buy American statute is waived for construction material that is a COTS item. (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 item 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. 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 6 percent;

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

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and

reasonably available commercial quantities of a satisfactory quality.

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

I.3 FAR 52.228-1 BID GUARANTEE (SEP 1996)

(e) Failure to furnish a bid guarantee in the proper form and amount, by the time set for receipt of offers, may be cause for rejection of the offer.

(f) The offeror shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The contracting officer will return bid guarantees, other than bid bonds –

(1) To unsuccessful offerors as soon as practicable after the receipt of offers, and (2) To the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

(g) The amount of the bid guarantee shall be **twenty (20) percent** of the offer price for each contract value, but shall not exceed **\$3 million**.

(h) If the successful offeror, upon acceptance of its offer by the government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the offeror, the contracting officer may terminate the contract or the awarded Task Order for default.

(i) In the event the contract or a Task Order is terminated for default, the offeror is liable for any cost of acquiring the work that exceeds the amount of its offer, and the bid guarantee is available to offset the difference.

I.4 FAR 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JUL 2000)

(j) The contractor shall submit one of the following payment protections:

- Certified Check, Cashier's Check or Postal Money Order made out to "USDA-BLM."
- Payment Bond, Standard Form 25A, with approved corporate surety only; individual sureties are not acceptable; reference to the Miller Act under Instruction number 1 of SF25A does not apply.

(k) The amount of the payment protection shall be 100 percent of the Task Order.

(l) The submission of the payment protection is required within ten (10) days of award.

(m) The payment protection shall provide protection for the full performance period plus a one-year period.

(n) Except for escrow agreements and payment bonds, which provide their own protection procedures, the contracting officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(o) When a tripartite escrow agreement is used, the contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

I.5 FAR 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The contractor shall perform on the site, and with its own organization, work equivalent to at least **fifteen (15%) percent** of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the contractor requests a reduction, and the contracting officer determines that the reduction would be to the advantage of the government.

I.6 FAR 52.236- NOTIFICATION OF CHANGES (JAN 2017)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within _____ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change.

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct.

(3) The identification of any documents and the substance of any oral communication involved in such conduct.

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose.

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including

(i) What line items have been or may be affected by the alleged change.

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change.

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change.

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance.

(2) Countermand any communication regarded as a change.

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.*

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not

include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

I.7 LOC 52.219-14 Limitations on Subcontracting (DEVIATION 2019-01)

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

(b) Definition. As used in this clause -

"Similarly situated entity" means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award, and that is considered small for the NAICS code the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone set-aside or sole source award under the HUBZone Program.

(c) Applicability. This clause applies only to -

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

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

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15; and

(4) Orders set aside for any of the small business concerns identified in 19.000(a)(3) under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Agreement. By submission of an offer and execution of a contract, the Offeror/Contractor agrees in performance of the contract in the case of a contract for;

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded.

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 75 percent subcontract amount that cannot be exceeded.

(f) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

SECTION J—LIST OF ATTACHMENTS**J.1 LIST OF ATTACHMENTS**

Attachment	Description	Pages
1	Attachment 1 – Statement of Work	15
3	Attachment 2 – Wage Determination	11

SECTION K – REPRESENTATIONS AND CERTIFICATIONS**52.204-8 Annual Representations and Certifications.**

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 238160.

(2) The small business size standard is \$16.5M.

(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.

(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 I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[*Contracting Officer check as appropriate.*]

- (i) [52.204-17](#), Ownership or Control of Offeror.
- (ii) [52.204-20](#), Predecessor of Offeror.
- (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
- (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vii) [52.227-6](#), Royalty Information.
 - (A) Basic.
 - (B) Alternate I.
- (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

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

(End of provision)

Alternate I (SEP 2021). As prescribed in [4.1202\(a\)](#), substitute the following paragraph (a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

[Contracting Officer to insert NAICS codes and size standards].

(2) 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, (i.e., nonmanufacturer), 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.

52.204-9 Personal Identity Verification of Contractor Personnel.

As prescribed in [4.1303](#) , insert the following clause:

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

SECTION L—INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.204-6	Unique Entity Identifier (OCT 2016)
52.204-7	System for Award Management (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting (AUG 2020)
52.204-17	Ownership or Control of Offeror (Aug 2020)
52.204-20	Predecessor of Offeror (AUG 2020)
52.204-22	Alternative Line Item Proposal (JAN 2017)
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)
52.204-26	Covered Telecommunications Equipment or Services-Representation (Oct 2020)
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)
52.215-1	Instructions to Offerors—Competitive Acquisition (NOV 2021)
52.219-1	Small Business Program Representations (Sep 2021)
52.236-28	Preparation of Proposals—Construction (OCT 1997)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The government contemplates award of a **firm-fixed-Price (FFP)** contract.

FAR 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.

FAR 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 are, are as follows:

Goals for minority participation in all trades:

- 12.8 percent (all trades, La Plata county)
- **Non-Standard Metropolitan Statistical Area (Non-SMSA)

Nationwide goal for female participation in all trades:

- 6.9 percent (all trades, all CO counties)

Source: Federal Register / Vol. 45 No. 194 / Friday October 3, 1980 / Rules and Regulations 65976

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

- (c) The contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative actions obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor, or from project to project, for the sole purpose of meeting the contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
- (d) The contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U. S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--
- (1) Name, address, and telephone number of the subcontractor;
 - (2) Employer's identification number of the subcontractor;
 - (3) Estimated dollar amount of the subcontract;
 - (4) Estimated starting and completion dates of the subcontract; and
 - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is: **(see (b) above)**.

(f) 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](#)).

(g) 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.

(h) Evaluation of offers.

(1) The government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR [52.225-9](#).

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

(i) 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.

FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Specialist Robert Hall – 2300 River Frontage Dr, Silt, CO.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

FAR 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

- (j) 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.
- (k) Site visits may occur during at any time you wish as this is public land, but the organized and hosted site visit is scheduled for May 10, 2023 at 10:00AM. Meet at the Sale Barn Parking Lot in Durango, CO.

FAR 52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation (DEC 2016)

(l) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(m)Representation. [Offeror is to check applicable blocks in paragraphs (1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, *i.e.*, make available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly available website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(n) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(End of provision)

Instructions to Offerors: For a responsive bid, each offeror must submit proposal packages in the following format:

- 1. SF-1442
- 2. Technical Proposal
- 3. Acknowledgement of Amendments: Acknowledge all solicitation amendments in block 19 of the SF-1442.
- 4. Standard Form 24, Bid Bond: Submit a bid bond duly executed between the offeror and the bonding company.
- 5. Email items above in separate PDF files to the POC.

Email proposals in to Contracting Officer Robert Hall – rhall@blm.gov . Email subject line shall be : 140L5423Q0002 – Durango Trailhead Fences - (insert your vendor name).

SECTION M--EVALUATION FACTORS FOR AWARD

BASIS FOR AWARD

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Selection of the awardee will be based on Low Price Technically Acceptable. Low price will be the determining factor among offerors who present a responsive and technically acceptable proposal

Technical proposal/personnel – Technical proposals including your construction schedule to meet the required delivery date will be rated as **meets or does not meet**. A comprehensive, well-organized proposal with specific details demonstrating a solid understanding of the SOW is required. A boiler plate or generic proposal without specifics will be rated as not does not meet. We are not expecting a lengthy or fancy technical proposal, just one that is tailored to the job with enough details on your understanding of the job, specific plan of action, resources, references, etc. Include 3 contactable references who can attest to your responsibility in performing projects of similar size and scope.

Past performance - recent (last 3 years) and relevant (fencing and outdoor construction) past performance will be checked for satisfactory past performance and responsibility. We will use any available data in the Government databases (FPDS-NG, FAPIIS and CPARS) along with your references. Please explain any negative past performance issues.

Technical, past performance, when combined, are approximately equal when compared to price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

EVALUATION APPROACH

The Government will assess the lowest price offer for technical acceptability and if it meets technical acceptability, will proceed to award preparation and notification. Other proposals will only be fully reviewed if necessary to find the next one up the price list to be technically acceptable. .

FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).