


| | | | | | |
|---|--|--|------------------------------|-------------------------|--|
| SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO. 140L4222R0001 | 2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED 05/02/2022 | PAGE OF PAGES 1 55 | |
| | IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror. | | | | |

| | | |
|-----------------|---|----------------|
| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. 0040561557 | 6. PROJECT NO. |
|-----------------|---|----------------|

| | | |
|--|-------------|--|
| 7. ISSUED BY COLORADO STATE OFFICE 2850 YOUNGFIELD STREET LAKEWOOD CO 80215 | CODE LRA | 8. ADDRESS OFFER TO Contracting Officer Robert Hall Email only : rhall@blm.gov |
|--|-------------|--|

| | | |
|--|------------------------|---|
| 9. FOR INFORMATION CALL:  | a. NAME Robert Hall | b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 9708769038 |
|--|------------------------|---|

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)

The Bureau of Land Management is soliciting for a Two-Phase Design-Build project in accordance with FAR 36.3 to design, demolish and build a new River Operations Facility at the Pumphouse Recreation Site near Kremmling, CO.

The Government anticipates conducting a competitive acquisition for this requirement for a firm-fixed price contract. Misrepresentation of size status or socio-economic category can result in penalties. All firms should be registered and active in www.SAM.gov.

Estimated Period of Performance: Late July 2022 - July 2023

Rough Order of Magnitude: Between \$500,000 and \$1,000,000 with the budget being toward the high end of the range.

Location:

<https://www.blm.gov/visit/pumphouse-recreation-site#:~:text=Pumphouse%20Recreation%20Site%20is%20located,of%20the%20Upper%20Colorado%20River> .

| |
|---|
| 11. The Contractor shall begin performance <u>10</u> calendar days and complete it within <u>365</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input type="checkbox"/> mandatory <input checked="" type="checkbox"/> negotiable. (See _____.) |
|---|

| | |
|--|-------------------------|
| 12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | 12b. CALENDAR DAYS 0 |
|--|-------------------------|

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 06/01/2022 (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 45 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected .

OFFER (Must be fully completed by offeror)

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

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

| | | | | | | | | | | |
|---------------|--|--|--|--|--|--|--|--|--|--|
| AMENDMENT NO. | | | | | | | | | | |
| DATE. | | | | | | | | | | |

| | | |
|--|----------------|-----------------|
| 20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | 20b. SIGNATURE | 20c. OFFER DATE |
|--|----------------|-----------------|

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

| | | | |
|---|---------------------------------------|------|--|
| 22. AMOUNT | 23. ACCOUNTING AND APPROPRIATION DATA | | |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | ITEM | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) () |
| 26. ADMINISTERED BY COLORADO STATE OFFICE 2850 YOUNGFIELD STREET LAKEWOOD CO 80215 | CODE | LRA | 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, | <input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. |
|---|---|

| | | | |
|--|--|---|-----------|
| 30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print) | 31a. NAME OF CONTRACTING OFFICER (Type or print) David Thomas | | |
| 30b. SIGNATURE | 30c. DATE | 31b. UNITED STATES OF AMERICA BY | 31c. DATE |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
140L4222R0001

PAGE 3 OF 55

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | <p>BLM_CO Design-Build River Operations Center</p> <p>This is a solicitation for proposals in accordance with the Attachments.</p> <p>Pre-Bid: A pre-bid video conference on MS Teams has held on 30 March at 10:00 to explain more about the project. If you have additional questions, please email them to the POC. A physical site visit will be scheduled later when the weather is more hospitable.</p> <p>If you have the necessary technical qualifications to include qualifications, specialized experience, technical competence, capability to perform along with recent and relevant past performance on projects of similar size and scope, and are a Service-Disabled Veteran Owned Small Business, we would like to hear from you. If you haven't already, please email the POC with your business name, DUNS, SAM UEI, and capabilities narrative tailored to this type of work, recent and relevant past performance, bonding capability, socioeconomic category, and contact information. Please review FAR Part 36.3 for the procurement plan we are pursuing.</p> <p>Based upon the responses from the previous Sources Sought notice and additional market research, this procurement has been set-aside for a Service-Disabled Veteran Owned Small Business (SDVOSB). Misrepresentation of size status or socio-economic category can result in penalties.</p> <p>IMPORTANT: Check www.sam.gov on the replacement of your DUNS number with the SAM issued Unique Entity Identifier (UEI) on April 4th. If you are in SAM already, it has been assigned to you. You will need to know it and reference it on all bid documents, capabilities narratives, etc.</p> <p>Basic Contracting Requirements: 1. Active Registration www.sam.gov 2. Invoicing and Payment www.ipp.gov - 14 day prompt pay Continued ...</p> | | | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
140L4222R0001

PAGE OF
4 55

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 00010 | <p>3. FAR Part 36 Construction and A/E Provisions and Clauses</p> <p>4. FAR Part 15 Contracting by Negotiation</p> <p>5. Construction Wage Rates for Grand County</p> <p>6. Total SDVOSB Set-Aside for NAICS 236220 - Size Standard: \$39.5M</p> <p>7. Basis for award: Best Value with Trade-offs See FAR 36.303</p> <p>8. Maximum Number of Offerors who will be invited for Phase II Five</p> <p>POC: Contracting Specialist Robert Hall - rhall@blm.gov - 970-876-9038</p> <p>--</p> <p>Delivery: 06/30/2023</p> <p>Delivery Location Code: 0004276263</p> <p>BLM-CO KREMMLING FIELD OFFICE</p> <p>2103 E PARK AVE</p> <p>PO BOX 68</p> <p>KREMMLING CO 80459 US</p> <p>Period of Performance: 07/15/2022 to 06/30/2023</p> <p>Design-Build River Ops Facility</p> <p>Product/Service Code: Y1AB</p> <p>Product/Service Description: CONSTRUCTION OF CONFERENCE SPACE AND FACILITIES</p> <p>-</p> <p>Reminder: All invoices must be submitted directly to www.ipp.gov and include an itemized matching attachment.</p> | | | | |

Table of Contents

SECTION B – SCHEDULE OF ITEMS – NOT APPLICABLE FOR PHASE I..... 6

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT..... 7

SECTION D—PACKAGING AND MARKING..... 10

SECTION E—INSPECTION AND ACCEPTANCE..... 11

SECTION F—DELIVERIES OR PERFORMANCE..... 12

SECTION G—CONTRACT ADMINISTRATION DATA..... 13

SECTION H—SPECIAL CONTRACT REQUIREMENTS..... 17

SECTION I—CONTRACT CLAUSES 28

SECTION J—LIST OF ATTACHMENTS 37

SECTION K—REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS 38

SECTION L—INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS 48

SECTION M-EVALUATION FACTORS FOR AWARD..... 52

SECTION B – SCHEDULE OF ITEMS – NOT APPLICABLE FOR PHASE I

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 SCOPE OF WORK

This project includes architectural and engineering services for Planning through Construction Document preparation, review of operations and programming, and construction and commissioning of a proposed BLM river operations facility (Title I II and III services and Construction). The facility is located on BLM-owned land at the Pumphouse Recreation Site West of Trough Road in Grand County within the BLM Kremmling Field Office. The planning and design will be based on site review and assessment and discussions with BLM Kremmling Field Office (KFO). The contractor shall be responsible for developing integrated design solutions for this project and constructing a facility to meet those goals.

1.2 BLM has budgeted approximately **\$880,000** for planning and construction of the proposed Operations Shed. BLM and the A/E contractor shall work together throughout the contract preparation to monitor projected construction costs and adjust the scope of work to meet the available funding to avoid any redesign efforts after bidding.

1.3 The contractor shall be responsible for all site survey, site sub-surface survey, utility relocation, and existing equipment relocation. BLM shall be responsible for removing all stored goods from the existing shed prior to demolition.

C.2 PROJECT LOCATION

Pumphouse Recreation Site West of Trough Road in Grand County within the BLM Kremmling Field Office.

C.3 GOVERNMENT CONTACTS

PM/COR: Civil Engineer Aaron Clubb - aclubb@blm.gov – Office: (970) 244-3186 – Cell: (970) 623-9123

Contracting Specialist and Contract Admin Officer: Robert Hall - rhall@blm.gov – 970-876-9038

Contracting Officer: David Thomas - dethomas@blm.gov - (303) 239-3637

C.4 SOLICITATION DRAWINGS – SEE ATTACHMENTS

C.5 DESIGN SPECIFICATIONS AND REQUIREMENTS – SEE ATTACHMENTS

C.6 DESIGN SCHEDULE AND SUBMITTALS, MEASUREMENT AND PAYMENT

- (a) **PRELIMINARY DESIGN:** Assuming there are no outstanding issues or deficiencies, the conceptual design which was submitted as part of the Phase I Solicitation will be approved for inclusion in a preliminary design upon award. Any deficiencies will be addressed and corrected prior to the final design process.

The preliminary design is not required to be a complete detailed design (Phase II). The preliminary design shall have sufficiently detailed sketches showing any proposed modifications to the solicitation drawings and any additional drawings and calculations for the Contracting Officer to determine the overall project details with consideration for details outlined in Section C.6. The Contracting Officer will review the preliminary design and will determine if it meets the requirements of the contract. The Contracting Officer will review the preliminary design within seven (7) days.

- (b) **FINAL DESIGN:** All final drawings and calculations shall be stamped & signed by a licensed professional engineer, qualified by experience to design the proposed structures. Final design shall be ready for government review by Nov 30, 2022. Contractor shall submit electronic copies of the anticipated final design documents to the Contracting Officer for review and acceptance. Construction work may not proceed until the final design has been accepted by the Contracting Officer. The anticipated final design information shall include the following:

Include all plan views, profile view, details, dimensions, quantities, and cross sections necessary to construct the facility given the preliminary layout and existing ground profile shown in the government drawings. Submit design calculations on sheets about 8.5 in. x 11 in. in size with the project number, location, designation, date of preparation, initial of designer and checker, and page number at the top of the page.

Design and quantity calculations for the structures sufficiently detailed and referenced to allow the Contracting Officer to determine if the requirements of contract specifications have been met.

Materials and construction specifications as necessary to modify or supplement the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-14 U.S. Customary Units) and SUPPLEMENTAL SPECIFICATIONS to conform to the design being submitted.

Electronic versions of design documents supplied with the final design including all AutoCAD files, structural or design program results, Excel calculations, and PDF files where applicable.

The Government will review the Contractor's final design submittals and will return the submittals either accepted or with required changes. The time required by the Government to review the Contractor's submittals shall be commensurate with the complexity of the design submitted but will not exceed fifteen (15) calendar days.

Within 15 calendar days of tentative acceptance, the Contractor shall make any required changes and submit electronic sets of the final design calculations, drawings (high quality scans or digital set), and supplemental specifications to the Contracting Officer for acceptance. Once approved, furnish two sets of hard copies bearing the seal of the engineer to Contracting Officer.

The designer/supplier furnishing the Final Design is responsible for the stability of the design. Do not qualify the responsibility for the design or restrict the use of the drawings or calculations for the proposed structures. Indemnify the Government from all claims for infringement of proprietary rights by others without the consent of the patent holders or licensees.

Include any design notes including an explanation of any symbols and computer programs used in the design of the structures along with any other design calculations.

C.7 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 Nov **30, 2022** for the design phase and **June 30, 2023 for the build phase.**

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 July 1st 2022. 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](https://www.blm.gov/locations/2300-River-Frontage-Road-Silt-CO-81652)
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 : 140L4222CXXXX – 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 "15101 Mobilization" 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 DESIGN-BUILD 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. In 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 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 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN

The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

The standard of care for all design services performed under this contract shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.

The Government’s review, approval or acceptance of, or payment for, the services required under this contract **shall not** be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor’s negligent performance of any of these services furnished under this contract.

The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

H.5 DESIGNER OF RECORD

The Contractor shall identify a Designer of Record (“DOR”) for each area of design. All design disciplines shall be accounted for by listed, registered Designer(s) of Record. Each DOR shall be responsible for ensuring integrity of their design and design integration in all construction submittals and extensions to design developed by others, such as the constructor, subcontractors or suppliers. The DOR shall review and approve all construction submittals and extensions to design, in accordance with the procedures, described in "SUBMITTALS." Each DOR shall be responsible for the response to each Request for Information (RFI), applicable to their area of design responsibility. Each DOR shall **stamp, sign, and date** all design drawings under their responsible discipline at each design submittal stage (see FAR 52.236-25 Requirements for Registration of Designers) and all submittals under their responsible discipline, in accordance with the submittal review procedures. The DOR shall sign-off on all applicable RFI responses.”

H.6 FAR 52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)

Architects or engineers registered to practice in the particular professional field involved in a State, the District of Columbia, or an outlying area of the United States shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work.

H.7 CONSTRUCTOR’S ROLE DURING DESIGN

The Contractor’s construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor’s involvement includes, but is not limited to, actions such as:

- a. Integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract);
- b. Ensuring constructability and economy of the design;
- c. Integrating the shop drawing and installation drawing process into the design;
- d. Executing the material and equipment acquisition programs to meet critical schedules;
- e. Effectively interfacing the construction QC program with the design QC program;
- f. Maintaining and providing the design team with accurate, up-to-date redline and as-built documentation; and
- g. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

H.8 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.9 WARRANTY OF DESIGN (FIRM-FIXED-PRICE TWO PHASE DESIGN-BUILD CONTRACT)

The Contractor warrants that the design shall be performed in accordance with the contract requirements. Design and design-related construction not conforming to the contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph (b) of Special Contract Requirement "RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN."

The period of this warranty shall commence upon final completion and the Government's acceptance of the work, or in the case of the Government's beneficial occupancy of all or part of the work for its convenience, prior to final completion and acceptance, at the time of such occupancy.

This design warranty shall be effective from the above event through the Statute of Limitations and Statute of Repose, as applicable to the state that the project is located in.

The rights and remedies of the Government provided for under this clause are in addition to any other rights and remedies provided in this contract or by law.

H.10 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.11 WARRANTY OF CONSTRUCTION WORK

In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (1) of this

clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

This warranty shall continue for a period of 1 year from the date of final acceptance of work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

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

The contractor's failure to conform to contract requirements; or
Any defect of equipment, material, or workmanship.

The Contractor's failure to conform to contract requirements; or

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

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

Will respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

Obtain all warranties that would be given in normal commercial practice;

Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

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

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

H.12 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.13 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.14 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.15 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.16 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.17 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 insure 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.18 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.19 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.20 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.21 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.22 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 |
|---|---|---|
| Traffic Control Plan | Standard specifications | 7 days |
| Safety Plan, including Blasting Plan where applicable | Accident Prevention [FAR 52.236-13] | N/A |
| Engineered Spill Prevention Plan | Landscape Preservation and Hazardous Materials [See Paragraph H.16] | 2 days |
| Fire Plan | | N/A |
| Proposed Progress Schedule | Schedules for Construction Contracts [FAR 52.236-15] | N/A |
| Designation of Representative | Superintendence by the Contractor [FAR 52.236-6] | N/A |

| | | |
|--|-------------------------------|--------|
| Erosion Control Plan | As required by Specifications | 7 days |
| Shop Drawings | As required by Specifications | 7 days |
| Product and Material Certifications and Literature | As required by Specifications | 7 days |

H.23 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.24 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.25 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.26 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.27 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.28 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) |
| 52.236-22 | Design Within Funding Limitations (APR 1984) |
| 52.236-23 | Responsibility of the Architect-Engineer Contractor (APR 1984) |
| 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) |
| 52.244-4 | Subcontractors and Outside Associates and Consultants (Architect-Engineer Services) (AUG 1998) |
| 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 52.236-22 Design Within Funding Limitations (APR 1984)

(a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) of this clause. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) of this clause, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this contract is **\$880,000**.

(End of clause)

1.8 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)

19 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)

I.10 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (DEVIATION 2019-01)

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

| Title | | | Pages |
|-------|------------|-----------------------------------|-------|
| | Attachment | Description | |
| | 1 | Attachment 1 - Plans | 3 |
| | 2 | Attachment 2 - SOW | 1 |
| | 3 | Attachment 3 – Wage Determination | 14 |

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

K.1 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 this/these address(es):

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

| | |
|-----------|---|
| 52.209-2 | Prohibition on Contracting with Inverted Domestic Corporations—Representation (NOV 2015) |
| 52.223-1 | Biobased Product Certification (MAY 2012) |
| 52.225-25 | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (AUG 2018) |
| 52.236-28 | Preparation of Proposals (OCT 1997) |

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| | |
|-----------|---|
| 52.204-19 | Incorporation by Reference of Representations and Certifications (JUL 2016) |
|-----------|---|

K.2 SIZE STANDARD AND NAICS CODE INFORMATION (SEP 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): **All**

NAICS Code: **236220 (Commercial and Institutional Building Construction \$39.50)**

Size Standard: **\$39.5 Million**

K.3 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **236220**.

(2) The small business size standard is **\$39.5 Million**.

(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 will be performed in the United States or its outlying areas.

(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 will be performed in the United States or its outlying areas.

(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)

K.4 FAR 52.209-7 Information Regarding Responsibility MATTERS (OCT 2018)

Definitions. As used in this provision—

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

(End of provision)

K.5 FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the government.

(b) The Offeror represents that—

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

K.6 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATION (SEP 2021)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in [38 U.S.C.101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C.101\(16\)](#).

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C.101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [*insert NAICS code*].

(2) The small business size standard is _____ [*insert size standard*].

(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 (*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.

(c) *Representations.*

(1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.*] The offeror represents as part of its offer that-

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.]* The offeror represents as part of its offer that-

(i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that-

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Notice.* Under [15 U.S.C.645\(d\)](#), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Alternate I (Sept2015). As prescribed in [19.309\(a\)\(2\)](#) add the following paragraph (c)(9) to the basic provision:, add the following paragraph (c)(9) to the basic provision:

(9) *[Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

Alternate II (SEP 2021). As prescribed in [19.309\(a\)\(3\)](#), substitute the following paragraphs (b) and (c)(1) for paragraphs (b) and (c)(1) of the basic provision:

(b)(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.

(c) *Representations.* (1) The Offeror shall represent its small business size status for each one of the NAICS codes assigned to this acquisition under which it is submitting an offer.

| | | |
|-------|--|-------|
| | | |
| _____ | | _____ |
| _____ | | _____ |
| _____ | | _____ |

[Contracting Officer to insert NAICS codes.]

K.7 SYSTEM FOR AWARD MANAGEMENT (SAM)

Is your company currently registered in SAM (Yes / No) _____ SAM Account Expiration Date: __

Prior to contract award, contractors **shall** be registered and have an active account with the System for Award Management (SAM) pursuant to FAR 4.1102 and other applicable regulations and guidelines (Refer to FAR clause 52.204-7 in Section I of this solicitation).

The System for Award Management (SAM) is a federal government owned and operated **FREE** website that consolidates the capabilities in CCR/FedReg, Online Representations and Certifications Application (ORCA) and the Excluded Parties List System (EPLS).

WARNING: The BLM is aware of several SAM “look-alike” websites that appear to serve the same function as the government’s SAM website. In these cases be aware that the non-government websites end in “.com”, “.org” etc. rather than “.gov.” To avoid a fee for service it is recommended that contractors go directly to the SAM website at www.sam.gov.

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

L.1 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) |

L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

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

L.3 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.

L.4 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, Grand 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)**.

L.5 FAR 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are

defined in the clause of this solicitation entitled "Buy American—Construction Materials" (Federal Acquisition Regulation (FAR) clause [52.225-9](#)).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the contracting officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

L.6 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)

L.7 FAR 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting: Contracting Specialist Robert Hall – rhall@blm.gov.

L.8 FAR 52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation (DEC 2016)

(a) 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.

(b) *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.

(c) 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)

L.9. Instructions to Offerors: For a responsive bid, each offeror must submit proposal packages in the following format:

Phase I – Three Volumes - vide documentation that that addresses the phase 1 evaluation criteria noted in section “M” of this solicitation. The offer shall consist of two separate e-mail files: Volume I – Technical Proposal, and Volume II – Business and Price Proposal. Required contents of each volume are detailed below. The packaging used in submitting the proposal must clearly identify the solicitation number

- **Volume I – Technical Competence , PDF format, 30-page limit each, Font Size 10, Times New Roman**
- **Volume II – Past Performance, PDF format, 30-page limit each, Font Size 10, Times New Roman**
- **Volume III – Business Proposal: Volume II shall include the following:**

- 1. Standard Form 1442, Solicitation, Offer, and Award, (Construction, Alteration, or Repair): Complete blocks 14 through 20C (excluding block 17). An official having the authority to contractually bind the offeror's company must sign the SF 1442 in accordance with the procedures prescribed in FAR 4.102.**
- 2. Acknowledgement of Amendments: Acknowledge all solicitation amendments in block 19 of the SF-1442**
- 3. Section K, Representations, Certifications and Other Statements of Offerors: Complete all required representations and certifications at www.SAM.gov. NOTE: Current, active registration at www.SAM.gov is a requirement of this contract; the Government highly recommends completing SAM registration before submitting the offer.**

Phase II – Two Volumes -provide documentation that that addresses the phase II evaluation criteria noted in section “M” of this solicitation. The packaging used in submitting the proposal must clearly identify the solicitation number.

- **Volume IV – Technical Proposal:**

1. Provide documentation that that addresses the phase 2 non-price evaluation criteria noted in section “M” of this solicitation.

- **Preliminary Design**
- **Design and Construction Schedule – excel format acceptable.**

- **Volume V – Business & Price Proposal: Volume II shall include the following:**

1. Standard Form 1442, Solicitation, Offer, and Award, (Construction, Alteration, or Repair): Complete blocks 14 through 20C only. An official having the authority to contractually bind the offeror's company must sign the SF 1442 in accordance with the procedures prescribed in FAR 4.102.

2. Acknowledgement of Amendments: Acknowledge all solicitation amendments in block 19 of the SF-1442.

3. Standard Form 24, Bid Bond: Submit a bid bond duly executed between the offeror and the bonding company.

Email proposals in separate volumes to Contracting Officer Robert Hall – rhall@blm.gov . Email subject line shall be : 140L4222R0001 – River Operations Facility – (insert vendor name). If file size is too large to email, we will set up an alternate method especially for Phase II.

SECTION M-EVALUATION FACTORS FOR AWARD

M.1 COST LIMITATION

The contract award for design and construction (Base + Option Items) shall not exceed **\$880,000** for this project. Offerors are under no obligation to approach this target ceiling.

M.2 BASIS FOR AWARD

The BLM will use the two-phase design-build source selection process for this acquisition. For Phase I, Offerors will be evaluated on their qualifications to perform this requirement as well as a general description for the proposed design. A maximum of **five (5)** highest rated Offerors will be selected for Phase II and requested to submit a price and technical proposal. The BLM will award a firm fixed-price contract to that responsible Offeror whose proposal, conforming to the solicitation, is fair and reasonable, and has been determined to be the best value to the BLM, quality (comprised of technical approach and performance capability factors), and price considered. The technical evaluation criteria and price are considered of approximately equal importance.

M.3 EVALUATION APPROACH

The Government will perform a performance risk assessment based upon the past performance of the offerors and their proposed major subcontractors as it relates to the probability of successful accomplishment of the work required in this solicitation. When conducting the performance risk assessment, the Government may use information provided by the offeror and information obtained from other sources. While the Government may elect to consider information obtained from other sources, the burden of providing thorough and complete past performance information rests with the offeror.

Proposals will be evaluated on the following scales:

- Technical – Exceeds Expectations, Meets, Does Not Meet
- Past Performance Confidence: High, Significant, Confident, Marginal, Low
- Price (Phase II only) – lowest price after the other two factors are evaluated.

M.4 EVALUATION CRITERIA (PHASE I) – CAPABILITIES & PAST PERFORMANCE

The proposal for Phase I is due: Jun 2nd, 2022 at 1700 (MDT)

The government will assess the capability of each offeror on the basis of Phase I Factors / Subfactors below. The contracting officer requests that you do not submit binders, stapled documents, or print double-sided. Your firm is authorized to submit your proposal documents via e-mail in Adobe Acrobat format.

M.5 PHASE I

FACTOR #1 – Technical Competence – Volume I

For the Phase I design concept, the builder-designer shall provide the following:

Factor #1, Subfactor A: Design Concept. Design concept including sufficient sketches, dimensions, material types, typical section views, component details, etc. in order for the Government to verify the proposed designs will meet the requirements outlined in Attachment 1 . This design does not have to be stamped, complete or in any way a final product. This is just your understanding of the project as you know it currently and will be used to begin the process towards final design upon contract award.

Factor #1, Subfactor B: Project Awareness. Based upon the narrative included in the proposal, an assessment of the contractor's demonstrated understanding of the project complexities including construction windows, project access, equipment constraints, working in a recreational site, (i.e. by a major river) environment, and soil conditions, etc.

Factor #1, Subfactor C: Project Experience. An assessment of the builder and designer and key personnel based upon a list of projects of similar size and scope over the past 5 years. This list shall include the following information:

- Project Name;
- Dollar Value;
- Brief Scope of Work;
- Primary Role Played on Each Project (Prime/Sub); and
- Customer Contact Information (Name, Number, E-mail).

Factor #1, Subfactor D: Key Personnel Experience. An assessment of the key personnel 's experience based upon a list of projects of similar size and scope over the past 5 years.

FACTOR #2 – Past Performance – Volume II

Past performance of the offeror's team, including the builder and designer members, over the past **five years**. The following subfactors will be used to evaluate past performance:

Factor #2, Subfactor: Quality of Service. An assessment of company's / subcontractor's past performance in how you performed in accordance with related contract specifications and how conformance to good standards of workmanship was accomplished.

Firms lacking a past performance record (e.g., new firms or those with no relevant experience within their organization) will be treated as an unknown performance risk, receiving a neutral score in this criterion. A neutral score will be established as the average of all other competing offerors, or the average of the total score available, whichever is less. The contracting officer will also rely on external performance records, e.g. CPARS, FPDS-NG, and the Past Performance Information Retrieval System (PPIRS).

Note: All Phase I factors/subfactors, when combined, are equal in importance.

ADDITIONAL SUBMISSION ITEMS FOR PHASE I PROPOSAL

- Pages 1-2, SF-1442 (Blocks 14 through 20c. filled out, as applicable)
- Pages 124-133, Section K (Paragraphs K-1 through K-9 filled out)

(THIS ENDS EVALUATIONS FACTORS FOR PHASE I)

M.6 PHASE II

Proposal for Phase II is due date/time: (To be announced).

When the Phase I evaluation is complete, the CO will notify the highest rated Offerors when the Phase II proposal is due.

Similar to Phase I, the government will assess the capability of each selected offeror on the basis of below Phase II Factors. The contracting officer requests that you do not submit binders, staple documents, or print double-sided. Your firm is authorized to submit your proposal documents via e-mail in Adobe Acrobat format.

Phase II, Volume 1 – Non-Priced Factors

FACTOR #1 – Preliminary Design

An assessment of the preliminary design, (full construction drawings and design calculations are not required), taking into account the following:

- a. Provide preliminary drawings for the following:
 - Plan and profile of facility and how the design criteria will be met.
 - Typical substructure elements including spacing;
 - Typical facility cross section; and
- b. Expected lifespan of materials and maintenance requirements (**Note:** A lifespan of materials greater than 50 years will not be rated more favorably to an offeror that proposes up to 50 years).
- c. Amount of disturbance to the environment (i.e. size of footprint and number of substructure elements required and excavation needs).
- d. Biobased Products – list of planned biobased products that may be used for this project. Refer to C.7 for more info.

FACTOR #2 – Design and Construction Schedule

An assessment of the builder and designer's clear and concise demonstration of the proposed schedule for the design and construction of the facility based on an award date of: **(To be announced)**. This timeline shall take into account:

- Schedule for final design including construction drawings, calculations, and supplemental specifications;
- Logical sequence of builder-designer schedules;
- Long-lead item procurement time;
- Construction schedule; and
- Other schedule constraints.

Note: Schedules shorter than the contract duration will not be rated more favorably to an offeror that proposes according to the government's period of performance.

Phase II, Volume II – Price Factor

A price evaluation will be performed to determine the reasonableness of the proposed price. Reasonableness will be determined considering other offered prices received, comparison to the Independent Government Cost Estimate and any other means available to the Government. In addition, prices will also be evaluated to determine whether pricing is properly balanced.

FACTOR #3 – Price

Submit the Schedule of Items. To be considered for contract award all line items shall be priced.

Note: All Phase II non price factors are approximately equal in importance and when combined are approximately equal to price.

M.7 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). **Note: as of now, there are no optional items.**

(THIS ENDS EVALUATION FACTORS FOR PHASE II)