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#### **A - Solicitation/Contract Form**

Clauses

**1452.201-70 Authorities and delegations. (SEP 2011)**

**1452.215-71 Use and Disclosure of Proposal Information-Department of the Interior. (APR 1984)**

**1452.228-70 Liability Insurance (JUL 1996)**

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

\$500,000.00 each person\*

\$2,000,000.00 each occurrence\*

\$1,000,000.00 property damage\*

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

\*These amounts to be set by the Contracting Officer. (End of

clause)

**1452.233-2 Service of Protest**

**52.208-90 Government Supply Sources. (Deviation Effective Date)**

**52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (Deviation Effective Date)**

**52.240-91 Security Prohibitions and Exclusions. (Deviation Effective Date)**

**B - Supplies or Services/Prices**

Clauses

**BID SCHEDULE**

Each Bid item shall include all cost for materials, labor, expenses, fees, and taxes plus permitting costs, overhead and profit associated with each bid item to construct the following areas of work in accordance with the contract documents. The unit costs shall include the costs for all construction disciplines (civil, structural, mechanical, electrical, control work, etc) associated with the work area.

| BID ITEM NO. AND DESCRIPTION                                    |    | QUANTITY UNIT |          | UNIT PRICE |
|-----------------------------------------------------------------|----|---------------|----------|------------|
| 1 Mobilization and Demobilization                               | 1  | Job           |          | \$ _____   |
| 2 Asbestos Abatement                                            | 1  | Job           |          | \$ _____   |
| 3 Demolition and Disposal                                       | 1  | Job           |          | \$ _____   |
| 4 Rooftop Air Conditioning Unit (RTU)                           | 1  | Job           |          | \$ _____   |
| 5 Rooftop Air Conditioning Unit (RTU) - Service and Maintenance | 1  | Job           |          | \$ _____   |
| 6 Metal Roof Repair and Maintenance                             | 1  | Job           |          | \$ _____   |
| 7 Overhead Door - Warehouse                                     | 1  | Job           |          | \$ _____   |
| 8 Warehouse - Luminaire Replacement                             | 27 | Each          | \$ _____ | \$ _____   |
| 9 Warehouse - Luminaire Addition                                | 2  | Each          | \$ _____ | \$ _____   |

|                                               |     |             |       |    |
|-----------------------------------------------|-----|-------------|-------|----|
| 10 Warehouse - Relocate Electric Receptacle   | 1   | Each        | \$    | \$ |
|                                               |     |             |       |    |
| 11 Warehouse - Modify Electric Receptacle     | 1   | Each        | \$    | \$ |
|                                               |     |             |       |    |
| 12 Warehouse - New Electric Receptacles       | 8   | Each        | \$    | \$ |
|                                               |     |             |       |    |
| 13 Warehouse - Repair/Replace Water Valve     | 1   | Job         |       | \$ |
|                                               |     |             |       |    |
| 14 Warehouse - Utility Sink                   | 1   | Job         |       | \$ |
|                                               |     |             |       |    |
| 15 Door - Hallway                             | 1   | Each        | \$    | \$ |
|                                               |     |             |       |    |
| 16 Door - Bathrooms and Changing Rooms        | 4   | Each        | \$    | \$ |
|                                               |     |             |       |    |
| 17 Warehouse Exterior Door Closer Replacement | 4   | Each        | \$    | \$ |
|                                               |     |             |       |    |
| 18 Bathroom Wall Alterations                  | 1   | Job         |       | \$ |
|                                               |     |             |       |    |
| 19 Luminaire Replacement - Offices            | 7   | Each        | \$    | \$ |
|                                               |     |             |       |    |
| 20 Can Light Luminaire Replacement - Offices  | 9   | Each        | \$    | \$ |
|                                               |     |             |       |    |
| 21 Luxury Vinyl Tile                          | 970 | Square Foot | \$    | \$ |
|                                               |     |             |       |    |
| 22 Bathroom Shower Reconstruction             | 2   | Each        | \$    | \$ |
|                                               |     |             |       |    |
| 23 Bathroom Fixtures and Accessories          | 1   | Job         |       | \$ |
|                                               |     |             |       |    |
| 24 Bathroom - Porcelain Floor Tile            | 150 | Square Foot | \$    | \$ |
|                                               |     |             |       |    |
| 25 Bathroom - Porcelain Wall Tile             | 370 | Square Foot | \$    | \$ |
|                                               |     |             |       |    |
| 26 Painting                                   | 1   | Job         |       | \$ |
| 27 Storage Shed - Overhead Door Repairs       | 1   | Job         |       | \$ |
|                                               |     |             |       |    |
| 28 Storage Shed - Overhead Door Maintenance   | 1   | Job         |       | \$ |
|                                               |     |             |       |    |
| 29 Photovoltaic System Repair                 | 1   | Job         |       | \$ |
|                                               |     |             |       |    |
|                                               |     |             | Total | \$ |

(END OF BID SCHEDULE)

## **C - Description/Specifications**

The Contractor shall furnish all labor, materials and equipment required to furnish and provide warehouse improvement for Montrose Public Lands Center as shown in the contract drawings and specifications attached.

Please review all attachments.

## **D - Packaging and Marking**

Clauses

## **E - Inspection and Acceptance**

Clauses

**52.246-12 Inspection of Construction. (AUG 1996)**

**52.246-13 Inspection - Dismantling, Demolition, or Removal of Improvements. (AUG 1996)**

## **F - Deliveries or Performance**

Clauses

**52.242-14 Suspension of Work. (APR 1984)**

## **G - Contract Administration Data**

Clauses

### **DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (February 2021)**

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

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

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

For incremental invoices, the contractor must provide certified DOL Labor Payrolls up to that date

For final invoice, the contractor must provide for full performance and provide a DI-137 (Release of Claims).

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

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

(End of Local Clause)

## **H - Special Contract Requirements**

Clauses

### **I - Contract Clauses**

Clauses

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)**

**52.203-17 Contractor Employee Whistleblower Rights. (NOV 2023)**

**52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)**

**52.228-2 Additional Bond Security. (OCT 1997)**

**52.228-11 Individual Surety-Pledge of Assets. (FEB 2021)**

**52.228-12 Prospective Subcontractor Requests for Bonds. (DEC 2022)**

**52.228-14 Irrevocable Letter of Credit. (NOV 2014)**

**52.228-15 Performance and Payment Bonds - Construction. (JUN 2020)**

**52.229-4 Federal, State, and Local Taxes (State and Local Adjustments). (FEB 2013)**

**52.232-5 Payments Under Fixed-Price Construction Contracts. (MAY 2014)**

**52.232-27 Prompt Payment for Construction Contracts. (JAN 2017)**

**52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)**

**52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)**

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)**

**52.233-1 Disputes. (MAY 2014)**

**52.233-3 Protest After Award. (AUG 1996)**

**52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**

**52.246-21 Warranty of Construction. (MAR 1994)**

**52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012)**

**52.249-10 Default (Fixed-Price Construction). (APR 1984)**

**52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION DATE)**

**52.222-90 Addressing DEI Discrimination by Federal Contractors.**

As prescribed in 22.2203, insert the following clause:

Addressing DEI Discrimination by Federal Contractors (Deviation DATE)

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

*Program participation* means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

*Racially discriminatory diversity, equity, and inclusion (DEI) activities* means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

**52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUN 2020)  
(Deviation Effective Date)**

**52.204-13 System for Award Management-Maintenance. (OCT 2018) (Deviation Effective Date)**

**52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)**

**52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (Deviation Effective Date)**

**52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015) (Deviation Effective Date)**

**52.213-4 Terms and Conditions-Simplified Acquisitions (Noncommercial). (OCT 2025) (Deviation Effective Date)**

**52.219-6 Notice of Total Small Business Set-Aside. (NOV 2020) (Deviation JAN 2026)**

**52.219-28 Postaward Small Business Program Rerepresentation. (JAN 2025) (Deviation JAN 2026)**

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

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern-*

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(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.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was 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.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award

Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code ☐ assigned to contract number ☐.

(2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.]* The Contractor represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.]

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program.* The Contractor represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.]

(6) *HUBZone joint venture eligible under the HUBZone Program.* *[Complete only if the offeror is a HUBZone small business concern.]* The offeror represents, as part of its offer, that it ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [Contractor to sign and date and insert authorized signer's name and title. \_\_\_\_\_]

(End of clause)

**52.222-3 Convict Labor. (JUN 2003)**

**52.222-4 Contract Work Hours and Safety Standards-Overtime Compensation. (MAY 2018)  
(Deviation Effective Date)**

**52.222-6 Construction Wage Rate Requirements. (AUG 2018) (Deviation Effective Date)**

**52.222-7 Withholding of Funds. (MAY 2014)**

**52.222-8 Payrolls and Basic Records. (JUL 2021)**

- 52.222-10 Compliance With Copeland Act Requirements. (FEB 1988)**
- 52.222-11 Subcontracts (Labor Standards). (MAY 2014) (Deviation Effective Date)**
- 52.222-12 Contract Termination - Debarment. (MAY 2014)**
- 52.222-13 Compliance With Construction Wage Rate Requirements and Related Regulations. (MAY 2014)**
- 52.222-14 Disputes Concerning Labor Standards. (FEB 1988)**
- 52.222-15 Certification of Eligibility. (MAY 2014)**
- 52.222-35 Equal Opportunity for Veterans. (JUN 2020) (Deviation Effective Date)**
- 52.222-36 Equal Opportunity for Workers with Disabilities. (JUN 2020) (Deviation Effective Date)**
- 52.222-37 Employment Reports on Veterans. (JUN 2020) (Deviation Effective Date)**
- 52.222-50 Combating Trafficking in Persons. (OCT 2025) (Deviation Effective Date)**
- 52.222-54 Employment Eligibility Verification. (JAN 2025) (Deviation Effective Date)**
- 52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026. (JAN 2022)**
- 52.222-62 Paid Sick Leave Under Executive Order 13706. (JAN 2022)**
- 52.225-9 Buy American - Construction Materials. (OCT 2022) (Deviation Effective Date)**

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

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

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

- (i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

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

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

*Cost of components* means-

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

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

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

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

*Domestic construction material* means-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NONE

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

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

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

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

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

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

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

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

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

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

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

(c) *Request for determination of inapplicability of the Buy American statute.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

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

(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.   | _____           | _____    | _____            |

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

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

*[Include other applicable supporting information.]*

(End of clause)

- 52.226-8 Encouraging Contractor Policies To Ban Text Messaging While Driving. (MAY 2024)**
- 52.236-2 Differing Site Conditions. (APR 1984) (Deviation JAN 2026)**
- 52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984) (Deviation JAN 2026)**
- 52.236-5 Material and Workmanship. (APR 1984) (Deviation JAN 2026)**
- 52.236-6 Superintendence by the Contractor. (APR 1984) (Deviation JAN 2026)**
- 52.236-7 Permits and Responsibilities. (NOV 1991) (Deviation JAN 2026)**
- 52.236-8 Other Contracts. (APR 1984) (Deviation JAN 2026)**
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984) (Deviation JAN 2026)**
- 52.236-10 Operations and Storage Areas. (APR 1984) (Deviation JAN 2026)**
- 52.236-11 Use and Possession Prior to Completion. (APR 1984) (Deviation JAN 2026)**
- 52.236-12 Cleaning Up. (APR 1984) (Deviation JAN 2026)**
- 52.236-13 Accident Prevention. (NOV 1991) (Deviation JAN 2026)**
- 52.236-14 Availability and Use of Utility Services. (APR 1984) (Deviation JAN 2026)**
- 52.236-21 Specifications and Drawings for Construction. (FEB 1997) (Deviation JAN 2026)**
- 52.243-5 Changes and Changed Conditions. (APR 1984) (Deviation OCT 2025)**
- 52.243-6 Change Order Accounting. (APR 1984) (Deviation OCT 2025)**
- 52.244-2 Subcontracts. (JUN 2020)**

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

*Approved purchasing system* means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

*Consent to subcontract* means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

*Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: [ ]

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each

incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: [ ]

(End of clause)

**52.244-6 Subcontracts for Commercial Products and Commercial Services. (OCT 2025) (Deviation Effective Date)**

**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 this/these address(es): <https://www.acquisition.gov/far-overhaul>

(End of clause)

**52.252-6 Authorized Deviations in Clauses. (NOV 2020)**

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

(b) The use in this solicitation or contract of any Department of the Interior Acquisition Regulation (48 CFR 14) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

52.228-13 Alternative Payment Protections.

As prescribed in 28.102-3(b), insert the following clause:

Alternative Payment Protections (July 2000)

- (a) The Contractor shall submit one of the following payment protections: payment bond or irrevocable of credit.
  - (b) The amount of the payment protection shall be 100 percent of the contract price.
  - (c) The submission of the payment protection is required within \_10\_\_\_\_\_days of contract award.
  - (d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
  - (e) 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.
  - (f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.
- (End of clause)

## J - List of Documents, Exhibits and Other Attachments

### List of Documents, Exhibits, and Other Attachments

| Attachment Number | Title                                         | Date       | Number of Pages | Cross-Reference Material | Document Version |
|-------------------|-----------------------------------------------|------------|-----------------|--------------------------|------------------|
| 1                 | A04 SPECS MPLC WAREHOUSE IMPRV                | 07/22/2026 | 65              |                          | BASE             |
| 2                 | A04 BID SCHEDULE MPLC WAREHOUSE IMPRV         | 07/22/2026 | 2               |                          | BASE             |
| 3                 | A06 ASBESTOS REPORT MLPC WAREHOUSE            | 07/22/2026 | 38              |                          | BASE             |
| 4                 | A06 DRAWINGS MPLC WAREHOUSE IMPRV             | 07/22/2026 | 6               |                          | BASE             |
| 5                 | A06 PV CONDITION ASSESSMENT MPLC WAREHOUSE    | 07/22/2026 | 31              |                          | BASE             |
| 6                 | A06 SITE PHOTOS MPLC WAREHOUSE                | 07/22/2026 | 18              |                          | BASE             |
| 7                 | B03 DBA WD # CO20260001                       | 07/22/2026 | 7               |                          | BASE             |
| 8                 | B11 Q&A 1 140L1726R0001 WAREHOUSE             | 08/20/2026 | 1               |                          | 0002             |
| 9                 | B08 UPDATED TERMS AND CONDITIONS v.08.29.2026 | 08/29/2026 | 21              |                          | 0003             |

## K - Representations, Certifications, and Other Statements of Bidders

### Clauses

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (SEP 2024)**

**52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (JAN 2017)**

**52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2015) (Deviation Effective Date)**

**52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (FEB 2016) (Deviation Effective Date)**

## L - Instructions, Conditions, and Notices to Bidders

### Clauses

**52.232-38 Submission of Electronic Funds Transfer Information with Offer. (JUL 2013)**

### Instructions for Proposal Instructions for Proposal

#### Section L - Instructions to Offerors

The offeror's proposal must be submitted in **two parts**: a technical proposal and a price proposal. Each of the parts shall be separate and complete so that evaluation of each may be accomplished independently.

### Volume I- Non-priced Volume

**FACTOR I- TECHNICAL PROPOSAL:** Offerors are required to submit a comprehensive and complete technical proposal that demonstrates their ability to perform the work described in this solicitation. Offerors are cautioned to be responsive to all of the requirements of Section C (Scope of Work) and provide sufficient information to allow evaluation of the proposals per Section M (Evaluation Factors for Award). The technical proposal is expected to contain written and visual material. It must be succinct, well written and presented in a clear straightforward manner in an 8.5" x 11" format. For ease of evaluation, offerors are

to submit the technical proposal organized into the following four parts:

**FACTOR II- QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL:** Offerors shall submit a one-page resume of all key personnel proposed for this contract. The offeror shall identify all staff and subcontracting staff, as appropriate. The submission should describe the capabilities, talents and skills of each member. Minimal information to be presented in the profiles includes training, areas of specific expertise, years of experience, years with the offeror's firm, selected projects in which they have participated and professional affiliations. In addition, the offeror shall document the previous experience of key personnel in working together on projects of similar scope and magnitude.

It is expected that the contractor's principal team leaders have the following credentials:

- 1) At least five (5) years' experience in project planning.
- 2) Three (3) to five (5) years of experience in warehouse improvements.
- 3) Formal training in warehouse improvements.
- 4) Identify to the degree possible, the percentage of work expected to be contracted out.

**FACTOR III- PROJECT SCHEDULE:** Offerors shall provide a Project Schedule which includes proposed start and end dates less than or equal to the period of performance (POP) including Holidays. Whether work will be accomplished on weekends. Regular start and stop work hours of the day. Hours worked per day.

**FACTOR III-PAST PERFORMANCE:** The offeror must demonstrate, through past performance, an ability to perform the work described in this RFQ. This is done by showing that they have possessed fabrication and installation skills and capabilities and have been on time and on budget with past projects. Submit at least three (3) and not more than six (6) project samples of similar scope and magnitude described as follows:

- 1) A brief narrative about the project, no more than three (3) pages, containing but not limited to the following: project title, purpose, client name and phone number, completion date, staff involved, budget and square footage.
- 2) Visual depiction of the project including such things as photos of completed project.

**FACTOR IV - QUALITY CONTROL PLAN:** Offerors shall provide a quality control plan for work performed to ensure that the warehouse improved properly. Include a description of how quality, timeliness, and budgets shall be tracked and controlled, and the method of interaction and reporting to the Government. The QC plan must also address how the work efforts of subcontractors, if proposed, shall be managed for quality and timeliness. Include the number and type of equipment proposed to be utilized in the work and at what stage it will be brought on to the contract.

## **Volume II - Priced Factor**

**FACTOR I:** The contractor shall price all work to include direct cost, indirect costs, profit, and any fees inclusive of one price. Pricing will be considered FOB Destination inclusive of any transportation costs. These items will not be evaluated by cost element. Quotations shall not include taxes as the federal government is exempt. The contractor is encouraged to provide pricing. Refer to section B for bid schedule to submit pricing.

Pursuant to FAR 15.304, all evaluation factors other than cost or price, when combined, are approximately equal to cost or price.

## **EVALUATION PROCEDURES AND ADDITIONAL SUBMISSION REQUIREMENTS**

1. Technical Evaluation. The Contracting Officer will establish a Technical Evaluation Team to conduct an evaluation of each technical proposal received in response to this solicitation. The technical evaluation will be based exclusively on the merits and content of the proposal and any subsequent clarifications or discussions required. The panel will not consider previous knowledge, associations, or any information incorporated by reference or otherwise referred to. To be considered acceptable, all four parts of the technical proposal requirements listed above must be addressed. The evaluation panel will rate each part.
2. Price Evaluation. The Contracting Officer will evaluate pricing comparatively in accordance with the requirements of Section B.

**52.222-5 Construction Wage Rate Requirements-Secondary Site of the Work. (MAY 2014)**

**52.225-10 Notice of Buy American Requirement - Construction Materials. (MAY 2014)**

**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/far-overhaul>

(End of provision)

**52.252-5 Authorized Deviations in Provisions. (NOV 2020)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

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

(End of provision)

**M - Evaluation Factors for Award**

**Clauses**

**52.212-2 Evaluation-Commercial Products and Commercial Services. (NOV 2021) (Deviation Effective Date)**

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

Offerors shall submit **2 separate volumes** as follows: Volume I Technical Approach, Qualifications, Project Schedule and Past Performance and Volume II Price. Do not include the price in Volume I.

The Government will evaluate quotations using the streamlined commercial evaluation procedures of FAR 12.203(c), as modified by the Revolutionary FAR Overhaul (RFO). Formal evaluation plans, scoring methods, or competitive ranges are not required, and the Contracting Officer (CO) may exercise broad discretion in conducting a minimally burdensome evaluation.

**The Government will make a best value decision considering Price and Other Factors, listed in descending order of importance but they are all approximately equally.**

**1. Price**

Price will be evaluated for reasonableness and completeness under streamlined commercial procedures. The Government may also consider whether the quoted price is consistent with the vendor's demonstrated approach and anticipated level of effort. To be eligible for award, offerors must receive a rating of "acceptable" in every non-price factor/subfactor. In the interest of economy and efficiency, the Government will start by evaluating the technical quote of the lowest-priced offeror and will award to that offeror if the technical quote is rated "technically acceptable". If the lowest offeror receives a rating of "unacceptable" in any of the non-cost factors, the Government will then move on to evaluating the technical quote of the next lowest offeror and so on until a quote is rated "technically acceptable". Therefore, the technical quote of the non-low-price offerors may or may not be evaluated.

**2. Technical Approach (Rated- Acceptable/Unacceptable)**

The Government will evaluate the extent to which the quotation demonstrates a clear, feasible, and compliant approach of herbicide application in accordance with the specifications. To receive a rating of “acceptable” for this subfactor, offer must at a minimum, demonstrate adequate technical capability of the item offered to meet or exceed the item specifications.

### **3. Past Performance / Relevant Experience (Rated- Confident/Marginal/Not Confident)**

The Government will consider the vendor’s record of performance on similar efforts of existing contracts. The Government may use any information available, including references, CPARS (if available), or other data known to the Government. To receive a rating of “acceptable” for this subfactor, offeror must, at a minimum provide past experience on similar type contract(s). The past experience should indicate successes of the contractor in completing/meeting delivery dates and customer satisfaction. The Government considers “recent” present/past performance to be within the past 3 years. The Government considers “relevant” present/past performance to be present/past performance effort involved in similar scope and magnitude of effort and complexities this solicitation requires.

### **4. Schedule (Rated- Acceptable/Unacceptable)**

The Government will evaluate the extent to which the schedule aligns with the period of performance including major milestones and the identified critical path. Schedules must be realistic and feasible. The government will consider the project's nature, complexity, seasons, material availability, contractor capacity, and whether multiple completion dates are involved. To receive a rating of “acceptable” for this subfactor, offer must at a minimum, demonstrate adequate project schedule to meet or exceed the item specifications.

**Pursuant to FAR 15.304 price is equally as important as Technical Approach, Past Performance/Relevant Experience, and Schedule Combined.**

#### **Basis for Award**

The Government intends to make a single award to the vendor whose quotation represents the best value

The CO may:

- Make award without conducting discussions,
- Use comparative evaluation rather than scoring
- Select a quotation that is not the lowest priced if a higher priced quotation that provides better value when considering technical approach, past performance, and schedule.