

Contract Clauses (9/4/2026)

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):

FAR Clauses: www.acquisition.gov/far/part-52

DOI Clauses: www.acquisition.gov/diar/part-1452-solicitation-provisions-and-contract-clauses

Revolutionary FAR Overhaul Clauses: www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

(End of clause)

Clauses Incorporated by Reference

52.203-17 Contractor Employee Whistleblower Rights (NOV 2023)

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

52.204-13 System for Award Management Maintenance. (DEVIATION MAR 2026)

52.204-14 Service Contract Reporting Requirements (DEVIATION MAR 2026)

52.204-19 Incorporation by Reference of Representations and Certifications (DEVIATION MAR 2026)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEVIATION MAY 2026)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION MAY 2026)

52.212-4 Terms and Conditions—Commercial Products and Commercial Services. (DEVIATION MAR 2026)

52.219-6 Notice of Total Small Business Set-Aside (DEVIATION JAN 2026)

52.222-3 Convict Labor (DEVIATION MAY 2026)

52.222-35 Equal Opportunity for Veterans (DEVIATION MAY 2026)

52.222-36 Equal Opportunity for Workers with Disabilities (DEVIATION MAY 2026)

52.222-37 Employment Reports on Veterans (DEVIATION MAY 2026)

52.222-41 Service Contract Labor Standards (DEVIATION MAY 2026)

52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

52.222-50 Combatting Trafficking in Persons (DEVIATION MAY 2026)

52.222-54 Employment Eligibility Verification (DEVIATION MAY 2026)

52.222-55 Minimum Wages for Contractor Workers under Executive Order 14026 (DEVIATION MAY 2026)

52.222-62 Paid Sick Leave Under Executive Order 13706 (DEVIATION MAY 2026)

52.222-90 Addressing DEI Discrimination by Federal Contractors (DEVIATION APR 2026)

52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)

52.232-34 Payment by Electronic Funds Transfer-System for Award Management (OCT 2018)

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

52.233-3 Protest After Award. (AUG 1996)

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

52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)

52.240-91 Security Prohibitions and Exclusions (DEVIATION MAR 2026)

52.242-13 Bankruptcy. (JUL 1995)

52.242-15 Stop-Work Order. (AUG 1989)

52.242-17 Government Delay of Work. (APR 1984)

52.246-25 Limitation of Liability – Services (FEB 1997)

Clauses Incorporated by Full Text

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 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)

1452.201-70 Authorities and delegations. (SEP 2011)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

1452.204-70 Release of Claims (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

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:

- Contractor 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 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)

NOTICE TO CONTRACTORS - CPARS (DEC 2015)

Contractor Performance Assessment Reporting System (December 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/>.
6. Contractor Representatives may then provide comments in response to the 6.evaluation, or return the evaluation without comment.
7. 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.
8. All information provided should be reviewed for accuracy prior to submission.
9. 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".
10. 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.
11. 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."
12. The following guidelines apply concerning your use of the past performance evaluation:
13. 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.
14. Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
15. 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.
16. 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.
17. 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)

Solicitation Provisions

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):

FAR Provisions: www.acquisition.gov/far/part-52

DOI Provisions: www.acquisition.gov/diar/part-1452-solicitation-provisions-and-contract-clauses

Revolutionary FAR Overhaul Provisions: www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

(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 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.

Provisions Incorporated by Reference

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)

52.204-7 System for Award Management (DEVIATION MAR 2026)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEVIATION MAR 2026)

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services. (DEVIATION MAR 2026)

52.219-1 Small Business Program Representations (DEVIATION JAN 2026)

52.237-1 Site Visit (APR 1984)

52.212-2 Evaluation—Commercial Products and Commercial Services. (DEVIATION MAR 2026)

(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:

The BLM intends to award a firm fixed-price contract resulting from this RFQ using the lowest price technically acceptable (LPTA) source selection method. In order to be considered technically acceptable, the vendor must demonstrate technical capability and capacity to complete the required work in accordance with the SOW and have satisfactory past performance:

• **Technical Capability: Ability to meet the specifications in the Statement of Work. (narrative response of no longer than 5 pages).**

- **Technical approach narrative must demonstrate the offeror's understanding of the project requirements, the scope of work, and the contract documents. Identify and address the specific needs and unique requirements for the scope, location, and schedule of this project.**
- **Demonstrate understanding of how to organize, staff, and manage the contract, as well as the means and methods that will be used to accomplish the contract requirements.**
- **Demonstrate an understanding of project requirements for safety, sustainability, energy efficiency and risk management.**
- **Provide a schedule to show how work described in the SOW will be completed within the Period of Performance.**

• **Past Performance/ Relevant Experience: Provide a list of at least two (2) jobs completed or ongoing, in the past five (5) years in which you acted as a Prime Contractor or Sub-Contractor responsible for providing similar/services. Each job description must contain the following information:**

- **The name of job**
- **The job start and end dates**
- **A brief description of services provided and the location/size of the job**
- **The owner of job**
- **The owner's Contact information**
- **The total dollar value of the job**

• **Price: Total evaluated price.**

(c) *Notice of award.* A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an

offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)