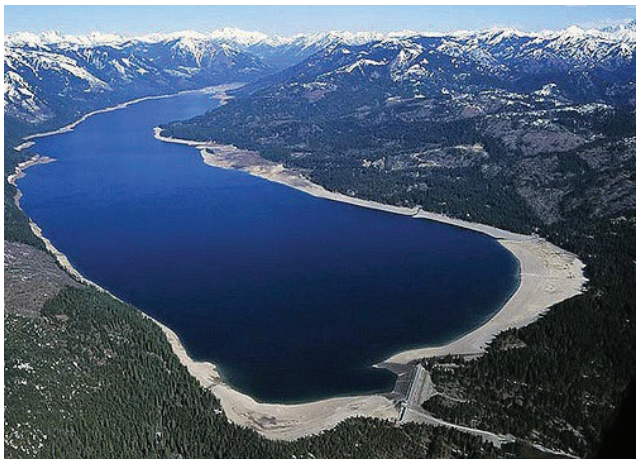
Speelyi Beach Shoreline Final Specification

Cle Elum Dam and Reservoir,
Yakima Project, Washington

Solicitation Number: 140R1026B0002



U.S. Department of the Interior
Bureau of Reclamation
Columbia Pacific Northwest Interior Region 9
Boise, Idaho

SPECIFICATIONS
March 2026

This solicitation issued by
Contracting Officer
Pacific Northwest Region
Bureau of Reclamation
1150 North Curtis Road, Suite 100
Boise ID 83706-1234

SPEELYI BEACH SHORELINE PROTECTION

YAKIMA RIVER BASIN WATER ENHANCEMENT PROJECT - INTEGRATED PLAN
YAKIMA PROJECT - WASHINGTON

FOREWORD

Work is located on Cle Elum Reservoir, approximately 8 miles northwest of Cle Elum, Washington, in Kittitas County. Work is located near the Speelyi Beach Day Use Area. Work is constructing shoreline protection along the edge of the reservoir. Principal components of the work include earthwork, clearing and grubbing, removal and hauling of trees, construction of a temporary access road, trench excavation, installation of geotextile fabric, culvert installation, site grading, riprap placement, selective demolition of structures, in-kind replacement of a fence, and removal of the temporary access road upon completion.

SITE VISIT: SEE SECTION L FOR SITE VISIT INFORMATION. OFFERORS ARE STRONGLY URGED TO PARTICIPATE IN THE SITE VISIT. FAILURE BY OFFERORS TO INSPECT THE SITE WILL NOT RELIEVE THEM OF THE RESPONSIBILITY OF PROPERLY ESTIMATING THE DIFFICULTY OR COST OF SUCCESSFULLY PERFORMING THE WORK IN ACCORDANCE WITH THE SPECIFICATIONS AND WITHIN THE ALLOWED TIME. ATTENDEES ARE TO PROVIDE AND WEAR SAFETY GLASSES, BOOTS, HARD HATS, SAFETY VESTS.

FOR PROPOSAL DELIVERY INFORMATION, SEE "SOLICITATION, OFFER, AND AWARD," STANDARD FORM 1442.

FOR INFORMATION REGARDING BUREAU OF RECLAMATION'S PUBLICATION "RECLAMATION SAFETY AND HEALTH STANDARDS" INCLUDING REVISIONS AT https://www.usbr.gov/safety/rshs/index.html **WHICH IS APPLICABLE TO WORK UNDER THIS CONTRACT, SEE CLAUSE AT "WBR 1452.223-81 SAFETY AND HEALTH."**

END OF SECTION

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SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140R1026B0002	2. TYPE OF SOLICITATION [X] SEALED BID (IFB) INVITATION FOR BID [ ] NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 06/22/2026	PAGE 1 OF 3 PAGES

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0044036056	6. PROJECT NO.

7. ISSUED BY CODE R10	8. ADDRESS OFFER TO
Bureau of Reclamation Pacific Northwest Region Regional Office Acquisition Management Division 1150 N. Curtis Road, Ste. 100 Boise ID 83706-1234	Bureau of Reclamation Attn: Jared Detton 1150 N Curtis Road, Ste 100 Boise, ID 83706

9. FOR INFORMATION CALL	a. NAME Jared Detton	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 2089861025

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 number, date)*

Project Title: Cle Elum Reservoir, WA - Speelyi Beach Shoreline Protection.

This solicitation is issued as a total set-aside for Indian Small Business Economic Enterprises (ISBEE).

The construction cost magnitude for this work is between $1,000,000 and $5,000,000.

The contractor shall complete the work in accordance with H.3 Commencement, Prosecution, and Completion of Work (Apr 1984).

Establish contractor Question and Answer (Q&A) cut-off date. The final date for contractor Q&A is 2:00 PM Mountain Daylight Time (MDT), on July 8th, 2026. No contractor questions will be accepted after this date and time. Please direct all questions to the Contracting Officer Michael Naseath at michael_naseath@ios.doi.gov and the Contract Specialist Jared Detton at jared_detton@ios.doi.gov.

A site visit has been scheduled for July 1st, 2026, at 10:00 AM Pacific Daylight Time (PDT).

Continued...

11. The contractor shall begin performance within 10 calendar days and complete it within 365 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] mandatory [ ] negotiable. ***(See*** H.3 Commencement, Prosecution ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)* [X] YES [ ] NO	12b. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1400 ***(hour)*** local time 07/22/2026 (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 [X] 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 90 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)*

CODE FACILITY CODE

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*

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. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
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 THE UNITED STATES CODE AT

☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY R10

Bureau of Reclamation
Pacific Northwest Region
Regional Office
Acquisition Management Division
1150 N. Curtis Road, Ste. 100
Boise ID 83706-1234

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 1 *copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 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)*

Michael Naseath

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Participants must register with Wade Warner at wwarner@usbr.gov. Participants will meet at the Speelyi Day Use Area, 831 Lake Cabins Rd., Ronald, WA 98940. To attend the site visit interested offers must adhere to the provision requirements located in L.23, Site Visit Attendance Restriction. Preregistration will close June 30th, 2026, at 2:00 PM PDT. Attendees be advised there is limited parking at this site. However, there is additional parking attendees can utilize alongside Lake Cabins Rd. Please ensure company UEI number is reflected on the bid cover sheet. *** System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications of Commercial Products and Commercial Services. Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM. ***				
00010	Cle Elum Reservoir, WA - Speelyi Beach Shoreline Protection (Primary Price Schedule ClINS 1-9 & Optional Price Schedule CLINS (1A-7A). Product/Service Code: Y1PZ Product/Service Description: CONSTRUCTION OF OTHER NON-BUILDING FACILITIES Period of Performance: 08/14/2026 to 08/14/2027				

CONTINUATION OF

SECTION B – SUPPLIES OR SERVICES AND PRICES

CLE ELUM DAM AND RESERVOIR

SPEELYI BEACH SHORELINE STABILIZATION

YAKIMA PROJECT, WASHINGTON

B.1 PRICE SCHEDULE

(a) Bids will be considered for award on the following Price Schedule, but no bid will be considered for award on only a part of the Price Schedule.

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

(c) Quantities in the Price Schedule are estimated quantities for comparison of bids only.

(d) See the contract clause at WBR 1452.232-81, Payment for Mobilization and Preparatory Work, for CLIN 1.

(e) Definitions:

(1) CLIN – Contract Line Item Number

PRICE SCHEDULE

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
1	WBR 1452.232 -81	Mobilization and Preparatory Work	For the lump sum of		$
2	02 41 13	Selective Demolition	For the lump sum of		$
3	13 00 10	Log Structures	For the lump sum of		$
4	31 11 00	Clearing and Grubbing	For the lump sum of		$
5	31 23 11	Earthwork	For the lump sum of		$
6	31 37 00	Riprap	For the lump sum of		$
7	32 14 40	Stone Paths	For the lump sum of		$
8	32 92 20	Seeding and Soil Supplements	For the lump sum of		$

PRICE SCHEDULE

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
9	33 42 30	CMP Culvert	For the lump sum of		

TOTAL FOR PRICE SCHEDULE $_____

B.2 OPTIONAL PRICE SCHEDULE A

(a) The Government reserves the right to award or not award Optional Price Schedule A.

(b) The Optional Price Schedule A items are for work as shown on the Drawings within the boundary marking “Optional Site A” site work.

(c) Quantities in the Price Schedule are estimated quantities for comparison of bids only.

(d) See the contract clause at WBR 1452.232-81, Payment for Mobilization and Preparatory Work, for CLIN 1.

(e) The Optional Price Schedule A may be exercised at any point during the Contract period of performance.

OPTIONAL PRICE SCHEDULE A

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
1A	02 41 13	Selective Demolition	For the lump sum of		$
2A	31 11 00	Clearing and Grubbing	For the lump sum of		$
3A	31 23 11	Earthwork	For the lump sum of		$
4A	31 37 00	Riprap	For the lump sum of		$
5A	32 31 29	Wood Fence	60 LF	$	$
6A	32 92 20	Seeding and Soil Supplements	For the lump sum of		$
7A	33 42 30	CMP Culvert	For the lump sum of		$

TOTAL FOR OPTIONAL PRICE SCHEDULE A $_____

GRAND TOTAL FOR PRICE SCHEDULE AND OPTIONAL PRICE SCHEDULE A
$_____

END OF SUPPLIES OR SERVICES AND PRICES

SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

See Section J. Section C Specifications are included as a separate attachement.

SECTION D PACKAGING AND MARKING

Section not used.

SECTION E INSPECTION AND ACCEPTANCE

E.1. 52.246-12 Inspection of Construction (Aug 1996)

SECTION F DELIVERIES AND PERFORMANCE

F.1. 52.211-12 Liquidated Damages — Construction (Sep 2000) (DEVIATION Jan 2026)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $1,605.99 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

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

SECTION G CONTRACT ADMINISTRATION

G.1. Government Point of Contact

The contracting office's point of contact for this contract is :

Name: Jared Detton

Title: Contract Specialist

Address: Bureau of Reclamation, Suite 100, 1150 North Curtis Road, Boise ID 83706-1234

Phone: (208) 986-1025

FAX: (208) 378-5108

E-Mail: jared_detton@ios.doi.gov

G.2. 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.

G.3. DOI-AAAP-0028 Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (Feb 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 : None.

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.

G.4. WBR 1452.201-80 Contracting Officer's Representative's Authorities and Limitations – Bureau of Reclamation (May 2018)

(a) Performance of the work under this contract shall be subject to the technical direction of the Reclamation Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Inspecting and accepting or rejecting work performed under the contract.

(2) Representing the Government in technical phases of the work. The COR is responsible for the technical administration of the contract and will provide instructions and interpretations to the

Contractor on all technical matters relating to the contract. The COR will supervise or oversee all Government technical and administrative personnel assigned to assist the COR.

(3) Reviewing and, where required by the contract, approving submittals of technical data, shop drawings, samples, literature, plans, or other data required to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work stated in the contract. Only the Contracting Officer is authorized to determine if a change is within the scope of the contract; therefore, the COR does not have the authority to, and may not, issue any technical direction that —

(1) Constitutes a direction of additional work outside the Contract requirements;

(2) Constitutes a change as defined in the contract clause entitled "Changes;"

(3) In any manner causes an increase or decrease in the total contract cost, or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (e)(1) through (e)(5) of this clause, the

Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must -

(1) Advise the Contractor in writing after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract; or

(2) Advise the Contractor that the Government will issue a written change order.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1. WBR 1452.242-80 Postaward Conference – Bureau of Reclamation (Mar 2022)

(a) Prior to the contractor starting work, a postaward conference (as described in FAR Subpart 42.5), will be convened by the contracting activity or contract administration office. The contractor's project manager shall attend the conference. If the contract involves subcontractors, a representative of each major subcontractor is also required to attend.

(b) The conference will be held at TBD.

(c) The contracting officer and the contractor will agree to the date and time of the conference after award of the contract. In event of a conflict in schedules, the contracting officer shall establish the date for the conference.

(d) The contractor shall not be entitled to the reimbursement any costs associated with attendance at the conference beyond the agreed-to contract price.

H.2. Contractor Performance Assessment Reporting System (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 evaluation, or return the evaluation without comment.

b) Your comments should focus on objective facts in the AO's narrative and should 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.

H.3. Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 365 calendar days. The time stated for completion shall include final cleanup of the premises.

H.4. Variation in Estimated Quantity (Apr 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

H.5. Preconstruction Conference (Feb 1995)

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

H.6. Additional Liability Insurance Requirements

(a) **Additional Insureds.**
1. Shawn Schubring and Kirsten Schubring, husband and wife; and
2. The United States of America, acting by and through the Department of the Interior, Bureau of Reclamation.

(b) **Minimum Liability Coverage.**
The liability insurance required under this contract shall provide, at a minimum, the following limits of coverage:

- **$1,000,000** for **Personal Injury**
- **$1,000,000** for **Each Occurrence**
- **$1,000,000** for **Property Damage**

(c) **Scope of Additional Insured Coverage.**
The additional insured status shall apply to liability arising out of or related to the Contractor's

construction activities performed under this contract, including work within the temporary construction easement area.

(d) **Evidence of Coverage.**
The Contractor shall provide acceptable evidence of insurance, including endorsement(s) showing the required additional insureds and coverage limits, to the Contracting Officer before commencement of onsite work.

PART II CONTRACT CLAUSES

SECTION I CONTRACT CLAUSES

I.1. 52.252-2 Clauses Incorporated by Reference (Feb 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations: https://www.acquisition.gov/browse/index/far Department of Interior Acquisition Regulations: https://www.acquisition.gov/diar

I.2. 52.202-1 Definitions (Jun 2020)

I.3. 52.203-3 Gratuities (Apr 1984)

I.4. 52.203-5 Covenant Against Contingent Fees (May 2014)

I.5. 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020)

I.6. 52.203-7 Anti-Kickback Procedures (Jun 2020)

I.7. 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)

I.8. 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (May 2014)

I.9. 52.203-12 Limitations on Payments to Influence Certain Federal Transactions (Jun 2020)

I.10. 52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)

I.11. 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

I.12. 1452.203-70 Restrictions on Endorsements – Department of the Interior (Jul 1996)

I.13. 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)

I.14. 52.204-13 System for Award Management Maintenance (Oct 2018)

I.15. 52.204-14 Service Contract Reporting Requirements (Oct 2016)

I.16. 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

I.17. 1452.204-70 Release of Claims – Department of the Interior (Jul 1996)

I.18. 52.204-91 Contractor Identification (DEVIATION Mar 2026)

I.19. 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025)

I.20. 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)

I.21. 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

I.22. 52.214-26 Audit and Records-Sealed Bidding (Jun 2020)

I.23. 52.214-27 Price Reduction for Defective Certified Cost or Pricing Data Modifications-Sealed Bidding (Jun 2020)

I.24. 52.214-28 Subcontractor Certified Cost or Pricing Data-Modifications-Sealed Bidding (Jun 2020)

I.25. 52.214-29 Order of Precedence-Sealed Bidding (Jan 1986)

I.26. 52.219-8 Utilization of Small Business Concerns (Jan 2025) (DEVIATION Jan 2026)

I.27. 52.219-14 Limitations on Subcontracting (Oct 2022) (DEVIATION Jan 2026)

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

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside for 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 sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

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

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code 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 towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(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 towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(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 towards the prime contractor's 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 towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

X By the end of the base term of the contract and then by the end of each subsequent option period; or

□ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) 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.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

I.28. 52.219-28 Postaward Small Business Program Rerepresentation (Jan 2025) (DEVIATION Jan 2026)

I.29. 52.222-3 Convict Labor (Jun 2003)

I.30. 52.222-4 Contract Work Hours and Safety Standards – Overtime Compensation (May 2018)

I.31. 52.222-6 Construction Wage Rate Requirements (Aug 2018)

I.32. 52.222-7 Withholding of Funds (May 2014)

I.33. 52.222-8 Payrolls and Basic Records (Jul 2021)

I.34. 52.222-10 Compliance with Copeland Act Requirements (Feb 1988)

I.35. 52.222-11 Subcontracts (Labor Standards) (May 2014)

I.36. 52.222-12 Contract Termination – Debarment (May 2014)

I.37. 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)

I.38. 52.222-14 Disputes Concerning Labor Standards (Feb 1988)

I.39. 52.222-15 Certification of Eligibility (May 2014)

I.40. 52.222-35 Equal Opportunity for Veterans (Jun 2020)

I.41. 52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020)

I.42. 52.222-37 Employment Reports on Veterans (Jun 2020)

I.43. 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

I.44. 52.222-50 Combating Trafficking of Persons (Nov 2021)

I.45. 52.222-54 Employment Eligibility Verification (Jan 2025)

I.46. 52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)

I.47. 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)

I.48. 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)a

I.49. 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (May 2024) (DEVIATION FEB 2025)

I.50. 52.223-3 Hazardous Material Identification and Material Safety Data (Feb 2021), Alternate I (Jul 1995)

I.51. 52.223-5 Pollution Prevention and Right-to-Know Information (May 2024)

I.52. 52.223-20 Aerosols (May 2024)

I.53. 52.223-21 Foams (May 2024)

I.54. 52.223-23 Sustainable Products and Services (May 2024) (DEVIATION FEB 2025)

I.55. WBR 1452.223-80 Asbestos Free Warranty – Bureau of Reclamation (Aug 2021)

(a) The Contractor warrants that all items delivered, or work required by the contract, shall be free of asbestos in any form whatsoever.

(b) The Contractor may request the Contracting Officer to approve an exception to this prohibition when an asbestos-free product is not available. Such requests shall be fully documented and submitted as soon as possible after the contractor determines that an asbestos-free product is not available.

I.56. WBR 1452.223-81 Safety and Health – Bureau of Reclamation (Oct 2022)

(a) The Contractor shall not require any person employed in the performance of this contract (including subcontracts) to work under conditions which are unsanitary, hazardous, or dangerous to an employee's health or safety.

(b) Contractor shall comply with the most current version of the Bureau of Reclamation's Reclamation Safety and Health Standards (RSHS) and, if incorporated, 52.236-13 Accident Prevention.

The RSHS manual shall be obtained at:

http://www.usbr.gov/safety/rshs/index.html

(c) Comply with the standards (29 CFR) issued by the Occupational Safety and Health Administration (OSHA), U.S. Department of Labor, www.osha.gov.

(d) In the event there is a conflict between the requirements contained in paragraphs (b) and (c) referenced herein, or in the Statement of Work (SOW) or Performance Work Statement (PWS), the more stringent requirement shall prevail.

(e) If required in the SOW or PWS, the Contractor shall submit a written proposed safety program as prescribed in the RSHS and the written specifications.

(f) The Contractor shall maintain an accurate record of and shall report to the Contracting Officer (or authorized representative) in the manner prescribed by the Contracting Officer, all cases of death, occupational diseases, or traumatic injury to employees or the public involved, and property damage in accordance with the RSHS and OSHA guidelines.

(g) If the contractor deems that an updated version of the RSHS constitutes a substantive change to the contract, affecting price or time (or both), the contractor may request a contract modification in accordance with the terms of the contract.

I.57. WBR 1452.223-82 Ensuring Adequate COVID-19 Protocols in Federal Buildings and Federally Controlled Facilities-Bureau of Reclamation

When accessing Federal buildings and federally controlled facilities under this contract, contractor employees shall comply with the Safer Federal Workforce Task Force's current guidance for COVID-19 workplace safety protocols for Federal agencies at https://www.saferfederalworkforce.gov/.

I.58. 52.225-9 Buy American – Construction Materials (Oct 2022)

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

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

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

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to

the construction site. Materials purchased directly by the Government are supplies, not construction material.

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. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

"None".

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

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

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

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

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

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

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

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

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer,

and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)*(1)* of this clause.

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

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.*]			

I.59. 52.225-13 Restrictions on Certain Foreign Purchases (Feb 2021)

I.60. 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (June 2000) (DEVIATION Mar 2026)

I.61. 52.226-7 Drug-Free Workplace (May 2024)

I.62. 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)

I.63. 52.227-1 Authorization and Consent (Jun 2020)

I.64. 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)

I.65. 52.227-4 Patent Indemnity – Construction Contracts (Dec 2007)

I.66. 52.227-17 Rights in Data – Special Works (Dec 2007)

I.67. 52.228-2 Additional Bond Security (Oct 1997)

I.68. 52.228-5 Insurance – Work on a Government Installation (Jan 1997)

I.69. 52.228-11 Individual Surety—Pledge of Assets (Feb 2021)

I.70. 52.228-12 Prospective Subcontract Requests for Bonds (Dec 2022)

I.71. 52.228-14 Irrevocable Letter of Credit (Nov 2014)

I.72. 52.228-15 Performance and Payment Bonds – Construction (Jun 2020)

I.73. 1452.228-70 Liability Insurance – Department of the Interior (Jul 1996)

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

$1,000,000.00 each person

$1,000,000.00 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.

I.74. 52.229-3 Federal, State, and Local Taxes (Feb 2013) (DEVIATION Jan 2026)

I.75. 52.229-11 Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020) (DEVIATION Jan 2026)

I.76. 52.229-12 Tax on Certain Foreign Procurements (Feb 2021) (DEVIATION Jan 2026)

I.77. Notice of Washington State Sales and Use Tax – Bureau of Reclamation – C-PN Region (Feb 1995)

Offerors are advised that Washington State Sales and Use Tax may be assessed on Government furnished equipment and materials. The Contractor shall be responsible for payment of the tax.

I.78. 52.232-5 Payment under Fixed-Price Construction Contracts (May 2014)

I.79. 52.232-17 Interest (May 2014)

I.80. 52.232-23 Assignment of Claims (May 2014)

I.81. 52.232-27 Prompt Payment for Construction Contracts (Jan 2017)

I.82. 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (Oct 2018)

I.83. 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)

I.84. 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

I.85. WBR 1452.232-80 Limitation of Funds – Bureau of Reclamation (Mar 2022)

(a) Pursuant to Section 12 of the Reclamation Project Act of 1939 (43 U.S.C. 388) incremental funding for this contract will be made available in accordance with this clause. This statute permits the Secretary of the Interior to enter into contracts which will cover such periods as the Secretary may consider necessary but in which liability of the United States shall be contingent

upon appropriations being made therefore. For purposes of this clause, the term "appropriations" includes the Bureau of Reclamation's subsequent allocation of funds for this contract.

(b) Incremental funding in the amount of 80.5% is presently available for payment and allotted under this contract for construction of shoreline protection improvements at Speelyi Beach, Cle Elum Reservoir. This present funding allotment is contemplated to cover the work to be performed until Fiscal Year 2027 funding is available and is allotted to the contract. A schedule for anticipated future funding allotments is as follows. This information is for planning purposes only and may not be fully representative of the funds actually allotted under this contract.

FISCAL YEAR FUNDING AMOUNT

On award of contract - 80.5%

FY 2027 – 19.5%

(c) For work identified in paragraph (b) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of specified work for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor shall not be obligated to continue performance of this work beyond that point. The Government shall not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for this work notwithstanding any contrary provisions of the Termination for Convenience of the Government clause of this contract.

(d) Notwithstanding the date specified in paragraph (b) of this clause, the Contractor shall notify the Contracting Officer in writing at least sixty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 75 percent of the total amount then allotted to the contract for performance of work identified in paragraph (b) of this clause. The notification shall state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the work up to the next scheduled date for allotment of funds identified in paragraph (b) of this clause, or to a mutually agreed upon substitute date. The notification shall also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of work funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (b) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer shall terminate any work for which additional funds have not been allotted, pursuant to the Termination for Convenience of the Government clause of this contract.

(e) When additional funds are allotted for continued performance of the work identified in paragraph (b) of this clause, the parties will agree as to the period of contract performance which

will be covered by the funds. The provisions of paragraph (c) through (e) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly through revision of paragraph (b) of this clause. The Contracting Officer is the only person authorized to provide notice, communication, or other form of representation to increase or decrease the amount of funds allotted by the Government to this contract. . If agreement cannot be reached, the Contracting Officer will make a final decision as to the period of contract performance that will be covered by the funds. This decision may be appealed by the Contractor under the Disputes clause of the contract.

(f) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the work identified in paragraph (b) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of work, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(g) The Government may at any time prior to termination allot additional funds for the performance of the work identified in paragraph (b) of this clause.

(h) The termination provisions of this clause do not limit the rights of the Government under the Default clause of this contract. The provisions of this clause are limited to the work and allotment of funds as set forth in paragraph (b) of this clause. This clause is inapplicable once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (e) or (f) of this clause.

(i) Change orders shall not be considered authorization to exceed the amount allotted by the Government as specified in paragraph (b) of this clause unless the amount is increased by inclusion of a statement contained in the change order.

(j) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

I.86. WBR 1452.232-81 Payment for Mobilization and Preparatory Work – Bureau of Reclamation (Mar 2022), Alternate I (Mar 2022)

(a) General. Payment for the Mobilization and Preparatory Work line item of the schedule will be made as reflected herein. To the extent that this line item exceeds the percentage of total contract pricing as estimated by the Contracting Officer in WBR 1452.236-85, Instruction for Mobilization and Preparatory Work Schedule Line Item, payment will be made as reflected in Section (d)(5) below. Reclamation will make payment to the Contractor in accordance with this clause for operations including, but not limited to, those necessary for --

(1) Movement of personnel, equipment, supplies, and incidentals to the project site;

(2) The establishment of offices, buildings, plants and other facilities, at the site (excludes temporary buildings (e.g. storage sheds, shops, offices) and utilities listed in the Operations and Storage Areas clause of this contract;

(3) Payment of premiums for project bonds and insurance; and

(4) Other work and operations which must be performed or costs incurred incident to the initiation of meaningful work at the site and for which the contract does not otherwise provide for payment.

(5) Approved detailed logic diagram(s) and the baseline schedule.

(b) Facilities and equipment covered by mobilization work.

(1) All facilities, plant, and equipment which are established at, or brought to, the site shall be deemed to be subject to the provisions of this paragraph unless the Contracting Officer specifically provides other written authorization for a particular item or items.

(2) The Contractor shall be solely responsible for the adequacy, efficiency, use, protection, maintenance, repair, and preservation of all facilities, plant, and equipment on site.

(3) The facilities, plant, and equipment covered by this paragraph shall not be dismantled or removed from the site prior to completion of the work under the contract without the written authorization of the Contracting Officer.

(c) Termination for default. Should the Contractor be terminated for default as provided by the Default clause of this contract --

(1) All facilities, plant, and equipment on the site shall be subject to the Government's right to take possession of and utilize such items for the purpose of completing the work;

(2) The Contractor shall provide evidence of encumbrances, liens, or other security interests, to the Contracting Officer; and

(3) Any encumbrance, lien, or other security interest on such facilities, plant, or equipment shall be subordinated to the Government's rights under the Default clause of this contract to utilize all facilities, plant, and equipment to complete the work under the contract.

(d) Payment. Payment for mobilization and preparatory work under paragraph (a) of this clause shall be made at the contractor lump-sum price for this item as contained in the Schedule. Progress payments for mobilization and preparatory work shall be made as follows --

(1) In accordance with paragraph (g) of the Payments under Fixed Price Construction Contracts clause of this contract and upon submission of a proper invoice, the Government will reimburse the Contractor for the total amount of premiums paid for performance and payment bonds as required by the Performance and Payment Bond Requirements clause of this contract and for any insurance which is specified as payable by the Government under this contract.

(2) Except as provided in (d)(1) above, progress payments for mobilization and preparatory work shall not be considered a separate division of work for the purposes of progress payments and shall be subject to retainage before payment of the total amount for this contract line item.

(3) When progress payments totaling 5 percent of the total original contract amount have been made by the Government for all other work accomplished under the contract, the Government shall pay the Contractor 50 percent of the mobilization and preparatory work contract line item amount or 10 percent of the total original contract amount (whichever is the lower) exclusive of any payment already made to the Contractor for performance and payment bond premiums and specified insurance under subparagraph (d).

(4) When progress payments totaling 10 percent of the total original contract amount have been made by the Government for all other work accomplished under the contract and upon approval of the detailed logic diagram(s) and baseline schedule, the balance of the amount for the mobilization and preparatory work contract line item or 2.5 percent of the total original contract amount (whichever is the lower) shall be paid to the contractor.

(5) If the contract amount for mobilization and preparatory work exceeds the total of the payments allowed under (3) and (4) above, the balance shall be paid when the contract work is substantially complete as determined by the Contracting Officer.

I.87. 52.233-1 Disputes (May 2014), Alternate I (Dec 1991)

I.88. 52.233-3 Protest After Award (Aug 1996)

I.89. 52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)

I.90. 52.236-2 Differing Site Conditions (Apr 1984) (DEVIATION Jan 2026)

I.91. 52.236-3 Site Investigation and Conditions Affecting Work (Apr 1984) (DEVIATION Jan 2026)

I.92. 52.236-5 Material and Workmanship (Apr 1984) (DEVIATION Jan 2026)

I.93. 52.236-6 Superintendence by the Contractor (Apr 1984) (DEVIATION Jan 2026)

I.94. 52.236-7 Permits and Responsibilities (Nov 1991) (DEVIATION Jan 2026)

I.95. 52.236-8 Other Contracts (Apr 1984) (DEVIATION Jan 2026)

I.96. 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984) (DEVIATION Jan 2026)

I.97. 52.236-10 Operation and Storage Areas (Apr 1984) (DEVIATION Jan 2026)

I.98. 52.236-11 Use and Possession Prior to Completion (Apr 1984) (DEVIATION Jan 2026)

I.99. 52.236-12 Cleaning Up (Apr 1984) (DEVIATION Jan 2026)

I.100. 52.236-13 Accident Prevention (Nov 1991), Alternate I (Nov 1991) (DEVIATION Jan 2026)

I.101. 52.236-14 Availability and Use of Utility Services (Apr 1984) (DEVIATION Jan 2026)

I.102. 52.236-16 Quantity Surveys (Apr 1984), Alternate I (Apr 1984) (DEVIATION Jan 2026)

I.103. 52.236-17 Layout of Work (Apr 1984) (DEVIATION Jan 2026)

I.104. 52.236-21 Specifications and Drawings for Construction (Feb 1997), Alternate I (Apr 1984) (DEVIATION Jan 2026)

I.105. WBR 1452.236-84 Preservation of Cultural Resources – Bureau of Reclamation (Mar 2022)

(a) Definitions.

"Cultural items" as defined by Native American Graves Protection and Repatriation Act (NAGPRA) include Native American human remains, funerary objects, sacred objects, and objects of cultural patrimony.

"Cultural resources" is a broad term that includes prehistoric, historic, architectural, and traditional cultural properties; specific items include, but are not limited to, human skeletal remains, archaeological artifacts, records, and material remains related to such properties.

"Funerary objects" means Native American items that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed intentionally at the time of death or later with or near individual human remains.

"Human remains" means the physical remains of the body of a person.

"Native American" means of, or relating to, a tribe, people, or culture that is indigenous to the United States.

"Sacred objects" means Native American items that are specific ceremonial objects needed by traditional Native American religious leaders for the practice of traditional Native American religions by their present-day adherents. These items are specifically limited to objects that were devoted to a traditional Native American religious ceremony or ritual and which have religious significance or function in the continued observance or renewal of such ceremony.

"Objects of cultural patrimony" means Native American items having ongoing historical, traditional, or cultural importance central to the Native American tribe or Native Hawaiian organization itself, rather than property owned by an individual tribal or organization member. These objects are of such central importance that they may not be alienated, appropriated, or conveyed by any individual tribal or organization member.

(b) General. Federal legislation provides for the protection and preservation of cultural resources that may be impacted or altered as a result of any Federal project, activity, or program or federally licensed or assisted project, activity, or program.

(c) Discovery of Resources. Should the Contractor, or any of the Contractor's employees, subcontractors, or parties operating or associated with the Contractor, in the performance of this contract discover evidence of possible cultural resources, the Contractor shall immediately cease work at that location and provide oral notification to the contracting officer, giving location and nature of the findings. The Contractor shall forward a written report of findings to the Contracting Officer within 48 hours.

(i) If a cultural resource is determined by Reclamation to be a Native American cultural item, then the Contractor shall cease the activity in the area of the discovery, make a reasonable effort to protect the items discovered, and wait for written approval from the Contracting Officer before resuming activity.

(ii) If the discovery occurs on tribal lands, the Contractor shall immediately orally notify the responsible tribal official and the Contracting Officer and follow with written confirmation within 48 hours to the responsible tribal official and the contracting officer. (The contracting officer will supply the name and phone number of the tribal official.

(iii) The Contractor shall exercise care so as not to disturb or damage any cultural resources discovered during the execution of this contract and shall provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition by Reclamation. The Contractor shall not resume work in the area of a discovery until written notice to proceed is received from the contracting officer.

(d) Approval of Use Areas and Borrow Sources. If the Contractor proposes to use a location other than an approved location (approved locations to be provided by the contracting officer), the location(s) must first be approved for use by the contracting officer. When considering an unapproved use area or borrow source, the Contractor shall submit a map showing the location to the contracting officer at least 45 calendar days in advance of any proposed use. The Contractor or his subcontractors shall take no action to use or alter the proposed location until written approval is provided by the contracting officer.

(e) Compensation for Delays. Where appropriate by reason of discovery, the contracting officer may order changes in the schedule or work. If such delays or changes are ordered, any equitable adjustment under the contract will be provided in accordance with the applicable clauses of the contract.

(f) Subcontractors. The Contractor shall insert this clause in all subcontracts that involve performance of work on job site terrain.

(g) Cost. Except as provided in subsection (e) above, the cost of complying with this contract clause shall be included in the prices offered in the schedule for other items of work.

(h) Government Access. The Contractor's arrangement with landowners shall permit the Government or its representatives access to the land to identify cultural resources and conduct appropriate inspections during the Contractor's use of the area or during material procurement.

I.106. WBR 1452.237-80 Security Requirements – Bureau of Reclamation (Mar 2022)

(a) General Security Requirements:

(1) This clause addresses security requirements, including general procedural requirements, information security requirements, contractor employee suitability requirements, identification card requirements, site security requirements, vessel exclusion barriers, and information technology security requirements. Within this clause,

COR means Contracting Officer's Representative. If there is no COR appointed and identified to the Contractor, the term instead will mean the Program Manager or any other authorized individual responsible for technical oversight under the contract. “Work site” means the Government facility, office, construction site, and any other area within the Government office or facility that the Contractor must access to accomplish work under this contract.

(2) The work performed under this contract shall only be accomplished by individuals (in the employment of the Contractor or any subcontractors) whose conduct and behavior is consistent with the efficiency of the Federal Service and the requirements of this contract, and who are acceptable to the contracting officer. If Reclamation finds a Contractor employee to be unsuitable or unfit for his or her assigned duties, the contracting officer will direct the Contractor to remove the individual from the contract and access to the Federal facility at which the contract activities are occurring.

(3) The Contractor’s employees governed by this contract may need access to sensitive information and/or sensitive areas. The Federal Government (Government) reserves the right, in its sole discretion, to determine suitability of Contractor personnel and deny access to any sensitive information or project specific area to any personnel for any cause.

(4) The Contractor is responsible for informing and ensuring compliance by its employees with any applicable security procedures of the Government facility where work may be performed under this contract.

(5) Any Contractor employee that will have access to a Federally-controlled facility or information system will be required to have a Government-issued identification card, consisting of a Personal Identity Verification (PIV) Card, a temporary identification card, or a visitor badge. (Note: within the Department of the Interior this card is known as a DOI Access Card.) During performance of the contract, the Contractor shall keep the COR apprised of any changes in personnel, or changes in personnel access or duration, to ensure that performance is not delayed by compliance with credentialing processes.

(6) A Contractor employee will not be provided access to a Government facility or information system until a Government PIV Card, temporary identification card, or visitor identification badge has been issued to the Contractor employee. For those individuals that will be receiving a PIV Card, the Government may, at its discretion, issue a temporary identification card or visitor identification badge after the electronic background investigation forms have been received and the investigation is initiated.

(7) All Contractor employees shall access the facility via the facility’s entry screening system and visibly display the Government-issued PIV Card, temporary identification card, or visitor identification badge at all times. Contractor employees must visibly wear the Government-issued identification card at all times they are on Government facilities. Contractor employees are responsible for the safekeeping of all Government-issued

identification cards, whether on-site or off-site. Cards that have been lost, damaged, or stolen must be reported to the COR and DOI Access Sponsor immediately, but not later than within 24 hours. The Contractor shall return all identification cards and card keys and any other Government property and information upon completion of performance or when personnel depart permanently or for a period of 7 days or more. The Contractor may be required to turn in access control cards or identification cards on a daily basis.

(8) Misuse or loss of access control or identification cards, or failure to comply with required surrender of such cards may, at Government discretion, result in Contractor personnel being denied access to the work site, at no cost to Government. The Contractor may be charged up to $500 for each occurrence for any required replacement of Government-issued access control or identification cards due to loss or misuse. At the end of contract performance, or when a Contractor employee is no longer working under this contract, the Contractor shall ensure that all access control and identification cards are returned to the COR.

(9) All Contractor personnel, including subcontractor personnel, with access to the work site shall be U.S. citizens or foreign individuals legally residing in, or legally admitted to, the U.S. For all non-U.S. citizens working under this contract, irrespective of length of time working on the contract, the Contractor shall provide to the COR, legible and valid copies of the individual's passport and visa (unless individual is on the Visa Waiver Program) a minimum of 14 calendar days prior to beginning work or arriving at the facility. A driver's license is not acceptable identification. In addition, a completed form I-94 shall be submitted to the COR upon the individual's arrival at the work facility and prior to beginning work.

(10) The Contractor shall report all contacts with entities, individuals, and counsel/representatives (including foreign entities and foreign nationals) who seek in any way to obtain unauthorized access to sensitive information or areas. The Contractor shall report any violations of contract provisions, laws, executive orders, regulations, and guidance to the contracting officer. The Contractor shall report any information raising a doubt as to whether an individual's eligibility for continued employment or access to sensitive information is consistent with the interests of National Security and the Public Trust.

(11) Unsanctioned, negligent, or willful inappropriate action on the part of the Contractor (or its employees) may result in termination of the contract or removal of some Contractor employees from Reclamation facilities at no cost to the Government. These actions include, but are not limited to, exploration of a sensitive system and/or information, introduction of unauthorized and/or malicious software, inappropriate release of sensitive information, or failure to follow prescribed access control policies and/or security procedures. Failure to comply with Reclamation policies, procedures, or other published security requirements may result in termination of the contract or

removal of some contracted employees from Reclamation buildings and/or facilities at no cost to the Government.

(12) All provisions of this clause shall equally apply to all subcontractors. The Contractor shall incorporate the substance of this clause in all subcontracts.

(13) These security requirements apply to all sections of this Contract including Contract Drawings and other Contract Specifications as applicable. Related documents include other general provisions of Construction or Operations and Maintenance type Contracts, including FAR clauses by reference or as amended by related documents.

(b) Information Security Requirements.

(1) Sensitive Information. The term "sensitive information" means any information which warrants a degree of protection and administrative control as defined by Reclamation or that meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act. Sensitive information is generally categorized as CONTROLLED UNCLASSIFIED INFORMATION (CUI), but in some cases may include other unclassified information. (The protection of National Security information is beyond the scope of this clause. If any work on National Security information is required under this contract, it is addressed under other contract clauses.) The Contractor shall protect this type of information from unauthorized release into public domain, or to unauthorized persons, organizations, or subcontractors. Information which, either alone or in aggregate, is deemed sensitive by Reclamation shall be handled and protected in accordance with Reclamation Directives and Standards SLE 02-01 Identifying and Safeguarding Controlled Unclassified Information (CUI), which is available from the COR or at http://www.usbr.gov/recman/DandS.html#sle.

(i) Any Government-furnished information or material does not become the property of the Contractor and may be withdrawn at any time. Upon expiration or termination of the contract, all documents released to the Contractor and any material created using data from such documents shall be returned to the COR for final disposition. Government-furnished information residing on any electronic systems (laptops, servers, desktops, media) shall be deleted from those systems using a COR-approved data erasure solution. Only with prior authorization from the contracting officer may the Contractor retain the material. The Contractor or subcontractor shall not disclose or release the materials provided to the Contractor to any individuals of the Contractor's organization not directly engaged in providing services under the contract or that do not have a valid need-to-know. All technical data provided to the Contractor by the Government shall be protected from public or private disclosure in accordance with the markings printed on them. All other information relating to the items to be delivered or the services to be performed under this contract shall not be disclosed by any means

without prior approval of the contracting officer. Prohibited dissemination or disclosure includes, but is not limited to: permitting access to such information by foreign nationals or by immigrant aliens who may be employed by the Contractor, publication of technical or scientific papers, advertising, disclosure to Contractor staff not investigated and deemed acceptable at the appropriate information sensitivity level, and any other public release. The Contractor shall maintain, and furnish upon request of the contracting officer, records of the names of individuals who have access to sensitive material in its custody and the sensitive material to which the individuals had access. All questions regarding information security, access, and control shall be referred to the COR.

(ii) The Contractor shall not release to anyone outside the Contractor's organization any sensitive, or otherwise protected information, regardless of medium in which it is contained (for example, film, tape, document, electronic), pertaining to any part of this contract or any Reclamation program or activity, unless the contracting officer has given prior written approval. This includes, but is not limited to, news releases, marketing promotions, articles, interviews, reports, social media posts, and any other media releases. Requests for approval shall identify the specific information to be released, the medium to be used, the purpose for the release, and a description of the need-to-know. The Contractor shall submit its request to the contracting officer ten business days before the proposed date for release. Subcontractors shall submit requests for authorization to release through the prime Contractor to the contracting officer.

(iii) The Contractor shall notify the COR immediately when known or suspected loss/compromise of sensitive information or other documents, notes, drawings, sketches, reports, photographs, exposed film or similar information which may affect the security interests of Government has occurred. This requirement extends to employees and other personnel working on behalf of the Contractor, and expands responsibility to include prompt reporting of security issues, including observed or subsequently discovered efforts by unauthorized persons to gain unauthorized access to sensitive information.

(2) Classified Information.

(i) The disclosure of U.S. Government documents by third parties can result in damage to our national security. While this contract may not deal directly with classified information, each contractor is obligated to protect classified information pursuant to all applicable laws and to use Government information technology systems in accordance with agency procedures so that the integrity of such systems is not compromised.

(ii) Unauthorized disclosures of classified documents (whether in print, on a blog, or on websites, or other electronic or non-electronic media) do not alter the

documents' classified status or automatically result in declassification of the documents. To the contrary, classified information, whether or not already posted on public websites or disclosed to the media, remains classified, and must be treated as such by Federal employees and contractors, until it is declassified by an appropriate U.S. Government authority. Executive Order 13526, Classified National Security Information (December 29, 2009), Section 1.1.(c) states, "Classified Information shall not be declassified automatically as a result of any unauthorized disclosure of identical or similar information." Although the Department has taken steps to prevent access to publicly disclosed classified materials from Departmental computers, it is important to understand our continuing duties and responsibilities in this regard.

(iii) Contractors (which include all employees of the contractor, as well as subcontractors and its employees performing work for the contractor) are reminded of the following obligations with respect to the treatment of classified information and the use of unclassified government information technology systems:

(iv) The contractor shall not, while using unclassified Government computers or other devices (such as phones or tablets) access documents that are marked classified (including classified documents made publicly available by a third party), as doing so risks that material still classified will be placed onto unclassified systems. This requirement does not restrict contractor access to unclassified, publicly available news reports (and other unclassified material) that may in turn discuss classified material, as distinguished from access to underlying documents that themselves are marked classified (including if the underlying classified documents are available on public web sites or otherwise in the public domain).

(v) For contracts that require access to classified information, the contractor is responsible for obtaining the required national security clearance through the Department of the Defense National Industrial Security Program Operating Manual (NISPOM). Any classified contracts will be coordinated through the Reclamation Chief Security Officer, or for IT requirements, the Bureau Chief Information Security Officer. No contractor shall access classified information unless proper clearances have been obtained and transmitted to Reclamation. For further information, refer to 443 DM 1 or DOD NISPOM 5220.22-M dated February 28, 2006 (incorporating change 2 dated May 18, 2016).

(vi) Classified information shall not be removed from official premises.

(vii) Classified information shall not be disclosed without proper authorization.

(c) Reserved

(d) Reserved

(e) Reserved

(f) Reserved

I.107. Implementation of Security Requirements – Construction Contract – Bureau of Reclamation – C-PN Region (Aug 2010)

(a) *Background*. This contract includes the clause at WBR 1452.237-80 entitled "Security Requirements – Bureau of Reclamation" which requires any Contractor employee that will have access to a Reclamation-controlled facility or information systems to have a Government-issued Personal Identity Verification (PIV) Card before being allowed unsupervised access to a Reclamation-controlled facility. The Government may also issue a temporary identification card or a visitor badge for contractor employees with supervised access.

(b) *Timing for Obtaining PIV Cards*. The Contractor may elect to obtain PIV Cards for all contractor and subcontractor personnel, whose duties will require access to a Reclamation-controlled facility, prior to arriving at the Reclamation facility. Alternately, prior to arriving at the Reclamation facility, the Contractor may obtain PIV Cards for a sufficient number of its on-site supervisors who will be responsible for providing monitoring and control of contractor and subcontractor staff who have been fingerprinted, have submitted all required PIV documentation, and have been granted a temporary access card at the facility pending issuance of their PIV cards. Supervision and control shall only be performed by an individual with an active DOI-issued PIV Card.

(c) *Instructions for Obtaining PIV Cards*. Policies, procedures, and detailed instructions for obtaining PIV Cards are available at https://www.commerce.gov/osy/programs/credentialing/hspd-12-credentialing.

(d) *Facility-specific Policies and Procedures*. The contractor shall comply with Yakima Field Office procedures for on-site employees and contractors.

(e) *Payment*. The costs associated with complying with the clause at WBR 1452.237-80 entitled "Security Requirements – Bureau of Reclamation", including all costs associated with obtaining PIV Cards, shall be borne by the Contractor and included in the price bid for the CLIN identified as 'Mobilization and Preparatory Costs'.

I.108. 52.240-91 Security Prohibitions and Exclusions (DEVIATION Mar 2026)

I.109. 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (DEVIATION Mar 2026)

I.110. 52.242-13 Bankruptcy (Jul 1995)

I.111. 52.243-4 Changes (Jun 2007) (DEVIATION Jan 2026)

I.112. 52.243-6 Change Order Accounting (Apr 1984) (DEVIATION Jan 2026)

I.113. WBR 1452.243-80, Modification Proposals – Bureau of Reclamation (Mar 2022) – Alternate II (Mar 2022)

(a) In submitting any proposal for a modification under this contract (including any proposal for an equitable adjustment resulting from a change under the FAR Changes clause of this contract), the contractor shall:

(1) Comply with the contract time limits for submission of a proposal or as specified by the contracting officer;
(2) Apply the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract;
(3) Furnish a breakdown of all costs estimated to complete the work required by the modification (i.e., cost of added work, incurred cost of deleted work already performed, estimated cost of deleted work not yet performed, and net cost of the modification) to include all costs associated with materials (identified by item and quantity), equipment (identified by item, quantity, and whether contractor-owned or rented), categories of direct labor, bond and insurance premium adjustments, subcontracts, overhead and other indirect costs, profit/fee, and any other pricing information requested by the contracting officer, in sufficient detail to permit a detailed analysis of fair and reasonable price and comply with the requirements of the FAR 52.243-6 Change Order Accounting clause of this contract;
(4) Furnish a written justification for any requested time extensions; and
(5) For any pricing adjustment expected to exceed the threshold at FAR 15.403-4 requiring certified cost or pricing data (considering both increases and decreases) --

(i) Submit certified cost and pricing data using the format specified in Table 15-2 of FAR 15.408 unless the contracting officer agrees that an exception applies under the circumstances set forth in FAR 15.403-1;
(ii) Certify in substantially the format prescribed in FAR 15.406-2 that to the best of its knowledge and belief, the data are accurate, complete and current as of the date of agreement on the negotiated price of the modification; and
(iii) Comply with the requirements of either the FAR 52.215-12 Subcontractor Certified Cost or Pricing Data clause or the FAR 52.215-13 Subcontractor

Certified Cost or Pricing Data -- Modifications clause of this contract when the adjustment includes a subcontract modification involving a pricing adjustment expected to exceed the threshold at FAR 15.403-4 requiring certified cost or pricing data.

(b) Under the FAR Changes clause of this contract, failure of the contractor to timely assert its right for an adjustment or to submit a proposal for an adjustment by the date specified in the clause (or another date specified by the contracting officer) may result in a unilateral adjustment of the contract by the contracting officer pursuant to the FAR 52.233-1 Disputes clause of this contract.

I.114. 52.244-2 Subcontracts (Jun 2020)

I.115. 52.244-5 Competition in Subcontracting (Dec 1996)

I.116. 52.244-6 Subcontracts for Commercial Products and Commercial Services (Jan 2025) (DEVIATION FEB 2025)

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

Commercial product, commercial service and *commercially available off-the-shelf item* have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b)To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:

(i)52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii)52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii)52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

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

(v)52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) , other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(vi)52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(vii)52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(viii)52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(ix)

(A)52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(B)Alternate I (DEC 2023) of 52.204-30.

(x)52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(xi)[Reserved]

(xii)[Reserved]

(xiii)52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C.4212(a));

(xiv)52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020)(29 U.S.C.793).

(xv)52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C.4212).

(xvi)52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(xvii)

(A)52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(B)Alternate I (MAR 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O. 13627).

(xviii)52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (JAN 2022), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.

(xix)52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.

(xx)

(A)52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).

(B)Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).

(xxi)52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxii)52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) , if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xxiii)52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxiv)52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2)While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d)The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.117. 52.246-21 Warranty of Construction (Mar 1994) (Apr 1984)

I.118. 52.248-3 Value Engineering – Construction (Oct 2020), Alternate I (Apr 1984)

I.119. 52.249-2 Termination for Convenience of the Government (Fixed Price) (Apr 2012), Alternate I (Sep 1996)

I.120. 52.249-10 Default (Fixed-Price Construction) (Apr 1984)

I.121. 52.252-6 Authorized Deviation 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 Interior Acquisition Regulations (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.122. 52.253-1 Computer Generated Forms (Jan 1991)

I.123. Contract Document Management System (CDMS)-CPN Region (Apr 2021)

(a) Definitions. As used in the clause-

Data means recorded information, regardless of form or the media on which it may be recorded. The term included technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights. (1) The Government shall have-

(i) Unlimited rights in all CDMS data delivered under this contract

(2) The contractor unilaterally cannot lock out the Government from CDMS until 30 calendar days after the contractor signs contract completion Release of Claims and the contractor signed

Release of Claims is received by the Contracting Officer.

(3) The contractor unilaterally cannot suspend use of, lock out, or otherwise deny the Government access in such instances as:

(i) Termination for Convenience

(ii) Termination for Default

(iii) Suspension of Work

(iv) Surety Takeover Agreements

I.124. 1452.280-3 Indian Economic Enterprise Subcontracting Limitations (Feb 2021)

PART III LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J LIST OF ATTACHMENTS

J.1. Wage DOL No. WA20260049 Kittitas County 05.18.26 (8 pages)

J.2. Bid Bond SF-24 (4pages)

J.3. Drawing Binder 11x17 (30 pages)

J.4. Permits Combined (66 pages)

J.5. Specifications (206 pages)

PART IV REPRESENTATIONS AND INSTRUCTIONS

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

K.1. 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)

K.2. 52.204-90 Offeror Identification (DEVIATION Mar 2026)

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (https://www.sam.gov) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

(a) Definitions. As used in this provision—

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

(b) Unique entity identifier (UEI).

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) Taxpayer identification. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:

(1) Taxpayer identification number (TIN)

□ TIN: _____;

□ TIN has been applied for; or

□ TIN is not required because:

□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

□ Offeror is an agency or instrumentality of a foreign government; or

□ Offeror is an agency or instrumentality of the Federal Government.

(2) Type of organization.

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

□ Government entity (Federal, State, or local);

□ Foreign government;

□ International organization per 26 CFR 1.6049-4; or

□ Other.

(3) Common parent.

□ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or

□ Name and TIN of common parent:

Name: _____

TIN: _____

(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).

(d) Commercial and Government Entity (CAGE) code.

(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for—

(i) Its immediate owner(s), if any;

(ii) Its highest-level owner, if any; and

(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	Cage Code	Legal Business Name
Immediate owner		
Highest-level owner		
Predecessor*		

* Predecessor CAGE code may be marked "Unknown."

(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

K.3. 52.209-7 Information Regarding Responsibility Matters (Oct 2018)

(a) *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).

K.4. 52.209-13 Violation of Arms Control Treaties or Agreements-Certification (Nov 2021)

a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) *Certification*. [*Offeror shall check either (1) or (2).*]

__ (1) The Offeror certifies that–

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

__ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(c) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

K.5. 52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEVIATION Mar 2026)

K.6. 1452.280-4 Indian Economic Enterprise Representation (Feb 2021)

(a) The offeror represents as part of its offer that it [ ] does [ ] does not meet the definition of Indian Economic Enterprise (IEE) as defined in DIAR 1480.201 and that it intends to meet the definition of an IEE throughout the performance of the contract. The offeror must notify the contracting officer immediately in writing if there is any ownership change affecting compliance with this representation.

(b) Any false or misleading information submitted by an enterprise when submitting an offer in consideration for an award set aside under the Buy Indian Act is a violation of the law punishable under 18 U.S.C. 1001. False claims submitted as part of contract performance are subject to the penalties enumerated in 31 U.S.C. 3729 to 3731 and 18 U.S.C. 287.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L.1. 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):

Federal Acquisition Regulation Provisions: https://www.acquisition.gov/browsefar

Department of Interior Acquisition Regulation Provisions: https://www.acquisition.gov/diar

L.2. 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)

L.3. 52.204-7 System for Award Management - Registration (Nov 2024) (DEVIATION Mar 2026)

L.4. 52.214-3 Amendments to Invitations for Bids (Dec 2016)

L.5. 52.214-4 False Statements in Bids (Apr 1984)

L.6. 52.214-5 Submission of Bids (Dec 2016)

L.7. 52.214-6 Explanation to Prospective Bidders (Apr 1984)

L.8. 52.214-7 Late Submissions, Modifications, and Withdrawals of Bids (Nov 1999)

L.9. 52.214-12 Preparation of Bids (Apr 1994)

L.10. 52.214-18 Preparation of Bids-Construction (Apr 1984)

L.11. 52.214-19 Contract Award-Sealed Bidding Construction (Aug 1996)

L.12. 52.214-34 Submission of Offers in the English Language (Apr 1991)

L.13. 52.214-35 Submission of Offers in U.S. Currency (Apr 1991)

L.14. Email Acknowledgement of Amendments, Modifications to Offers, and Withdrawals of Offers C-PN Region (Apr 2022)

(a) Definition. "Email submission" as used in this solicitation, means acknowledgment of amendments, modifications to offers, and withdrawals of offers, that are transmitted to and

received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material. **(A COPY OF THE OFFER DOCUMENT ITSELF MAY NOT BE TRANSMITTED BY EMAIL TRANSMISSION).**

(b) Offerors may submit email acknowledgments to amendments and/or may change offers already received by the Government in response to this solicitation and/or may withdraw offers. These responses must arrive at the place and by the time, specified in the solicitation.

(c) Email submissions that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation may be excluded from consideration.

(d) Email submissions must contain the required signatures.

(e) If requested to do so by the Contracting Officer, the successful offeror agrees to promptly submit the complete original signed documents.

(f) If the offeror chooses to transmit an email submission, the Government will not be responsible for any failure attributable to the transmission or receipt of the email document including, but not limited to, the following:

(1) Receipt of garbled or incomplete submission.

(2) Availability or condition of the receiving email equipment.

(3) Incompatibility between the sending and receiving equipment.

(4) Delay in transmission or receipt of submission.

(5) Failure of the offeror to properly identify the submission.

(6) Illegibility of submission.

(7) Security of submission data.

L.15. 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

L.16. 52.222-5 Construction Wage Requirements – Secondary Site of Work (May 2014)

L.17. 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Oct 2020)

L.18. 52.225-10 Notice of Buy American Requirement – Construction Materials (May 2014)

L.19. 52.228-1 Bid Guarantee (Sep 1996)

L.20. 52.232-13 Notice of Progress Payments (Apr 1984)

L.21. 1452.233-2 Service of Protest – Department of the Interior (Deviation) (Jul 1996)

(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 by obtaining written and dated acknowledgment of receipt from the address and official designated in block 7 of the Standard Form 1442 or block numbers 7 and 10 of the Standard Form 33. A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Assistant Solicitor for Procurement and Patents, Office of the Solicitor, Room 6511, U.S. Department of the Interior, 18th and C Streets, NW., Washington DC 20240.

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

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240.

L.22. WBR 1452.236-85 Instruction for Mobilization and Preparatory Work Schedule Line Item – Bureau of Reclamation (Mar 2022)

The contracting officer estimates that the Section B Mobilization and Preparatory Work schedule line item should not exceed 5 percent of the total bid price. Your attention is directed to contract clause WBR 1452.232-81 Payment for Mobilization and Preparatory Work, which reflects how the Government will pay for this line item, including how payment will be made when the price bid for this schedule line item is higher than the percentage stated herein.

L.23. Site Visit Attendance Restriction – Bureau of Reclamation – C-PN Region (May 2004)

Attendance at site visits and pre-solicitation conferences will be limited to only those personnel necessary for the Offerors to prepare their offers, not family members and friends.

L.24. 52.252-3 Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

L.25. 52.252-5 Authorized Deviation in Provisions (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 Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.26. 1452.280-1 Notice of Indian Small Business Economic Enterprise Set-Aside (Feb 2021)

SECTION M EVALUATION FACTORS FOR AWARD

M.1. Price Reasonableness Determination (May 2010)

In accordance with FAR 14.408-2, proposed bid prices will be reviewed to determine price reasonableness and whether they are materially balanced. A comparison of bid prices to each other and to the Government estimate will assist in establishing price reasonableness. The final price reasonableness determination will be made in the light of all prevailing circumstance.