Solicitation No. 140R3026R0010
Contract No. TBD
Full and Open Competition
Request for Proposal

Cableway Crane Refurbishment

U.S. Department of the Interior
Bureau of Reclamation
Interior Region 8: Lower Colorado Basin

2026

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FOREWORD

The U.S Department of Interior, Bureau of Reclamation, Interior Region 8: Lower Colorado Basin (LCB), is seeking to award a firm-fixed-price contract for the refurbishment of the 150-ton cableway crane at the Hoover Dam. The ground to the middle of the track cables is approximately 600 feet. When work is being completed on the NV tower, the ground is approximately 100 feet below. The track cables spans from the AZ anchorage to behind the NV tower. The length of the track cable is 1,615', most of which is above the canyon. The principal components of work include: 1. Replace the 6, 3-½" track cables. 2. Replace the 2, 1-1/8" button line cables and button line tensioners 3. Refurbish the existing carriage 4. Install the already fabricated slack carrier 5. Replace sheaves 6. Lubricate all wire ropes 7. Lubricate the hoist house mechanical components and tower sheaves 8. Re-tension the track cables 9. Replace the hydraulic hand pump and lines on the NV side tensioning system 10. Load test the cableway crane 11. Perform an annual inspection and certify the crane. The Work is located at Hoover Dam Powerplant approximately 8 miles northeast of Boulder City, Nevada in Clark County, Nevada and Mohave County, Arizona. Contractors must provide all personnel, equipment, tools, materials, and supervision as well as any additional items and services necessary to provide work as defined in the Specifications

This acquisition is being procured under Federal Acquisition Regulations Part 15, Contracting by Negotiation. Offerors are cautioned to carefully review the offer submission requirements contained in Section L and the evaluation criteria and standards contained in Section M. To be considered qualified for this work, offerors must fully address all evaluation factors. Failure to comply with these requirements may result in a proposal being determined unacceptable. Reference Section L, for instructions and Section M, paragraph M.2 for evaluation factors and acceptability standards. The Government anticipates making award without discussions.

This requirement will be issued as FULL AND OPEN COMPETITION (UNRESTRICTED). The North American Industry Classification System (NAICS) Code assigned to this project is 237990, Other Heavy and Civil Engineering Construction with a corresponding small business size standard of $45M.

MAGNITUDE OF CONSTRUCTION PROJECTS: The estimated magnitude is between $5,000,000.00 and $10,000,000.00.

SITE VISIT: See Section L.6, FAR 52.236-27 Site Visit (Construction) for information regarding the organized site visit. A site visit will be held on **July 1, 2026, at 8:00 a.m. Pacific Time,** at Hoover Dam. Contact Max Watanga and Luis Gallardo, maxwell_watanga@ios.doi.gov and luis_gallardo@ios.doi.gov if you intend to attend the site visit. If no notification is received from interested vendors, the site visit will be cancelled. Personal Protective Equipment will be required. Participants must bring steel toe shoes and hard hats to do the walk through.

Vendors are urged and expected to inspect the site where work is to be performed and to satisfy themselves regarding all general and local conditions that may affect the price of the work to be performed, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitutes grounds for a claim after award of the contract.

WRITTEN QUESTIONS: Reclamation will only accept written questions for this solicitation. Please submit all written questions pertaining to this Request for Proposals (RFP) to Max Watanga at maxwell_watanga@ios.doi.gov and Luis Gallardo at luis_gallardo@ios.doi.gov no later than **July 8, 2026, at 2:00 p.m. Pacific Time.** The subject line shall clearly reference the RFP Number associated with this RFP. Offerors are responsible for ensuring that the Contract Specialist has received the questions submitted by the due date. Questions received after this date may not be entertained.

For date and place of receipt of proposals see (Construction, Alteration or Repair) SF-1442.

REGISTRATION: In order to be awarded a contract an offeror must have a Unique Entity Identifier (UEI) number, be registered and active in the System for Award Management (SAM), http://www.sam.gov and have completed their Online Representations and Certifications

OTHER NOTES TO OFFERORS: FOR INFORMATION REGARDING BUREAU OF RECLAMATION'S PUBLICATION RECLAMATION SAFETY AND HEALTH STANDARDS (2024 EDITION) WHICH IS APPLICABLE TO WORK UNDER THIS CONTRACT, SEE CLAUSE AT WBR 1452.223-81 SAFETY AND HEALTH. THE OFFEROR MAY DOWNLOAD THE ELECTRONIC VERSION OF THE RSHS MANUAL AT NO CHARGE FROM THE LOWER COLORADO REGION'S WEB SITE AT http://www.usbr.gov/ssle/safety/RSHS/rshs.html

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SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140R3026R0010	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 06/17/2026	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. 0044037736	6. PROJECT NO.

7. ISSUED BY CODE R30	8. ADDRESS OFFER TO
Bureau of Reclamation Lower Colorado Region Regional Office 500 Fir Street Boulder City NV 89005	Max Watanga, Contract Specialist maxwell_watanga@ios.doi.gov Luis Gallardo, Contracting Officer luis_gallardo@ios.doi.gov

9. FOR INFORMATION CALL	a. NAME Maxwell Watanga	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 7022938045

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)*

Solicitation No.: 140R3026R0010
Project Title: Cableway Crane Refurbishment - Hoover Dam
This solicitation is full and open/unrestricted.
This solicitation is issued as a Request for Proposals (RFP) in accordance with FAR part 15, Contracting by Negotiation.

11. The contractor shall begin performance within 10 calendar days and complete it within 850 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** _____ ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☒ YES ☐ NO	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 07/31/2026 (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 ☒ 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

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)*

Luis Gallardo

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)
00010	Continuation - See Price Schedule A Cableway Crane Refurbishment (CLINs 001-007) Product/Service Code: Z1KA Product/Service Description: MAINTENANCE OF DAMS Period of Performance: 09/30/2026 to 12/29/2028				

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CONTINUATION OF SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 THE REQUIREMENT

(a) The Contractor shall furnish the items identified in this Section, in accordance with the terms, conditions, and specifications contained in the contract.

(b) Offers will be considered for award on the following Price Schedules, but no offer will be considered for award on only part of the Price Schedule.

(c) See the contract clause at WBR 1452.232-81, Payment for Mobilization and Preparatory Work, for CLIN 002.

(d) The solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration.

(e) Offerors are cautioned to carefully review the proposal submission requirements contained in Section L.

(f) Definitions:

(1) CLIN: Contract Line-Item Number
(2) LS: Lump Sum

B.2 PRICE SCHEDULE

PRICE SCHEDULE A – REQUIRED

CLIN	Supplies or Services	Quantity and Unit	Unit Price	Amount
001	Performance and Payment Bonds	For the lump sum of		$
002	Mobilization and preparation	For the lump sum of		$
003	Acquisition of all materials/equipment	For the lump sum of		$
004	Transportation of all materials to Cableway	For the lump sum of		$
005	Engineering/Safety Analysis and Services	For the lump sum of		$
006	Onsite Construction	For the lump sum of		$
007	Load Testings & Annual Inspection	For the lump sum of		$

TOTAL FOR PRICE SCHEDULE A $_____

SECTION C – DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

C.1 SPECIFICATIONS

The Contractor shall furnish the necessary personnel, materials, equipment, services, and facilities (except as otherwise specified) to perform the requirement specified in the Specifications, and Drawings contained in Attachments 1 and 2 of this RFP.

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SECTION D – PACKAGING AND MARKING

(There is no additional information in this section)

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SECTION E – INSPECTION AND ACCEPTANCE

E.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 the following address:

Federal Acquisition Regulations (FAR) clauses: https://www.acquisition.gov/browse/index/far

Clause	Title	Date
52.246-12	Inspection of Construction	AUG 1996

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SECTION F – DELIVERIES OR PERFORMANCE

F.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 the following address:

Federal Acquisition Regulations (FAR) clauses: https://www.acquisition.gov/browse/index/far

Clause	Title	Date
52.236-15	Schedule for Construction Contracts	APR 1984
52.242-14	Suspension of Work	APR 1984

F.2 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 (NTP), (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **850 calendar days**. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

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SECTION G – CONTRACT ADMINSTRATION DATA

G.1 WBR 1452.201-70 AUTHORITIES AND DELEGATIONS – DEPARTMENT OF THE INTERIOR SEP 2011

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

G.2 WBR 1452.201-80 CONTRACTING OFFICER'S REPRESENTATIVE 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 (c)(1) through (c)(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.”

(End of Clause)

G.3 DOI-AAAP-0028 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INTERNET PAYMENT PLATFORM (IPP)

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

1. "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.**

Prior to submitting an invoice to IPP, the contractor is strongly encouraged to coordinate with the designated Contracting Officer's Representative (COR), for review and verification of any measured quantities for payment and for compliance with the applicable progress payment requirements of this contract. Prior coordination with the COR will allow for streamlined processing of the invoice.

Prior to submitting an invoice to IPP, the contractor shall submit supporting documentation to the contract specialist at maxwell_watanga@ios.doi.gov . Contractors are cautioned that supporting documentation e-mailed to the contracting specialist must not conflict with the IPP submission. Conflicts between the IPP submission and supporting documentation may result in a delay in approval and/or rejection of submitted invoices. Once invoice has been reviewed and approved, contractor will be notified to enter invoice into IPP.

When e-mailing supporting documentation to the contracting officer, the subject line of the email shall be formatted as follows: Contract Number, Invoice Number, Contracting Officer's last name (e.g., 140R2026C00000_Invoice No. 1_Smith). The invoice shall be attached to the email and named using the following format: Contract Number, Contractor Name, Invoice Number, Invoice Amount (e.g., 140R2022C00000_World Test, Inc. - Inv. No. 1 - $5,678).

Invoices shall not include information that would compromise Personally Identifiable Information, such as full social security numbers, dates of birth, etc. The final invoice shall be submitted and will be approved in accordance with payment terms and conditions contained in the contract, after all, if any, settlement actions are complete. The contractor must clearly identify the last payment as the 'Final Invoice'.

Support documents must include, but are not limited to, the following documents:

Construction Invoice
Monthly Certificate of Labor Conformance
Subcontractor / Supplier Payment Summary

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

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

(End of Local Clause)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 DOI-AAAP-0050 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM

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.

(End of Local Clause)

H.2 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 virtually via Microsoft Teams.

(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.

(End of Clause)

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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 the following address:

Federal Acquisition Regulations (FAR) clauses: https://www.acquisition.gov/browse/index/far
Revolutionary FAR Overhaul (RFO) Clauses: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

In addition, clauses can be identified as follows:
FAR - by the number prefix 52, e.g. 52.252-01, etc.; and
DIAR - by the number prefix 1452 and number suffix of -70, e.g. 1452.204-70.

The following referenced clauses are hereby incorporated into and made a part of this contract.

Clause	Title	Date
52.202-1	Definitions	JUN 2020
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-5	Covenant Against Contingent Fees	JUN 2025
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards **(RFO Deviation)**	MAR 2026
52.204-13	System for Award Management Maintenance **(RFO Deviation)**	MAR 2026
52.204-14	Service Contract Reporting Requirements **(RFO Deviation)**	MAR 2026
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2025
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters **(RFO Deviation)**	MAY2026
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations **(RFO Deviation)**	MAY 2026
52.210-1	Market Research **(RFO Deviation)**	JUL 2025
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--	JUN 2020

	Modifications	
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and data Other Than Certified Cost or Pricing Data-Modifications	NOV 2021
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2022
52.219-8	Utilization of Small Business Concerns **(RFO Deviation)**	JAN 2026
52.219-9	Small Business Subcontracting Plan **(RFO Deviation)**	FEB 2026
52.219-16	Liquidated Damages-Subcontracting **(RFO Deviation)**	JAN 2026
52.222-3	Convict Labor **(RFO Deviation)**	MAY 2026
52.222-4	Contract Work Hours and Safety Standards--Overtime Compensation **(RFO Deviation)**	MAY 2018
52.222-6	Construction Wage Rate Requirements **(RFO Deviation)**	MAY 2026
52.222-7	Withholding of Funds **(RFO Deviation)**	MAY 2026
52.222-8	Payrolls and Basic Records **(RFO Deviation)**	MAY 2026
52.222-9	Apprentices and Trainees **(RFO Deviation)**	MAY 2026
52.222-10	Compliance with Copeland Act Requirements **(RFO Deviation)**	MAY 2026
52.222-11	Subcontracts (Labor Standards) **(RFO Deviation)**	MAY 2014
52.222-12	Contract Termination--Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-36	Equal Opportunity for Workers with Disabilities **(RFO Deviation)**	MAY 2026
52.222-37	Employment Reports on Veterans **(RFO Deviation)**	MAY 2026
52.222-40	Notification of Employee Rights Under the National Labor Relations Act **(RFO Deviation)**	MAY 2026
52.222-50	Combating Trafficking in Persons **(RFO Deviation)**	MAY 2026
52.222-54	Employment Eligibility Verification **(RFO Deviation)**	MAY 2026
52.222-55	Minimum Wages Under Executive Order 13658 **(RFO Deviation)**	MAY 2026
52.222-62	Paid Sick Leave Under Executive Order 13706 **(RFO Deviation)**	JAN 2022
52.222-90	Addressing DEI Discrimination by Federal Contractors (DEVIATION APR 2026)	APR 2026
52.223-3	Hazardous Material Identification and Material Safety Data Alt I	MAY 2026
52.223-23	Sustainable Products and Services	MAY 2026
52.226-7	Drug-Free Workplace	MAY 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.227-1	Authorization and Consent	JUN 2020
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Individual Surety - Pledge of Assets	FEB 2021
52.228-12	Prospective Subcontractor Request for Bonds	DEC 2022
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds--Construction	JUN 2020
52.228-17	Individual Surety—Pledge of Assets (Bid Guarantee)	FEB 2021
52.229-3	Federal, State, And Local Taxes	FEB 2013
52.232-5	Payments Under Fixed-Price Construction Contracts	MAY 2014

52.232-17	Interest	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-1 Alt I	Disputes (May 2014) - Alternate I (Dec 1991)	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions **(RFO Deviation)**	Jan 2026
52.236-3	Site Investigation and Conditions Affecting the Work **(RFO Deviation)**	Jan 2026
52.236-5	Material and Workmanship **(RFO Deviation)**	Jan 2026
52.236-6	Superintendence by the Contractor **(RFO Deviation)**	Jan 2026
52.236-7	Permits and Responsibilities **(RFO Deviation)**	Jan 2026
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements **(RFO Deviation)**	Jan 2026
52.236-10	Operations and Storage Areas **(RFO Deviation)**	Jan 2026
52.236-11	Use and Possession Prior to Completion **(RFO Deviation)**	Jan 2026
52.236-12	Cleaning Up **(RFO Deviation)**	Jan 2026
52.236-13	Accident Prevention **(RFO Deviation)**	Jan 2026
52.236-14	Availability and Use of Utility Services **(RFO Deviation)**	Jan 2026
52.236-15	Schedules for Construction Contracts **(RFO Deviation)**	Jan 2026
52.236-17	Layout of Work **(RFO Deviation)**	Jan 2026
52.236-21	Specifications and Drawings for Construction – Alternate I **(RFO Deviation)**	Jan 2026
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-4	Changes **(RFO Deviation)**	Oct 2025
52.244-6	Subcontracts for Commercial Products and Commercial Services	OCT 2025
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering--Construction	OCT 2025
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I (Sep 1996)	APR 2012
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

I.2 52.203-14 DISPLAY OF HOTLINE POSTER(S) NOV 2021

(a) *Definition*.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s)*. Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

U.S Department of the Interior
Office of Inspector General
Downloadable hotline posters are available at
Hotline Poster for print (doioig.gov)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

I.3 52.225-11 Alt I BUY AMERICAN ACT-CONTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2023) NOV 2023

(a) Definitions. As used in this clause-

"Bahraini, Mexican, or Omani construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

Caribbean Basin country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or
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.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

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.

(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.

Free Trade Agreement country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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.

WTO GPA country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials. (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 material, excluding COTS fasteners. (See 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, United States-Mexico-Canada Agreement, and the Oman FTA apply to this acquisition. Therefore, the Buy

American statute restrictions are waived for designated country construction materials other than Bahraini, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahraini, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause 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

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) 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 restrictions 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 does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign 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)(4)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(4)(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 offer of foreign 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)(4)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(4)(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 Act 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)(4) 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)(4)(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.]

(End of Clause)

I.4 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR APR 1984

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **15 percent** of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a

reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government

(End of Clause)

I.5 52.236-8 OTHER CONTRACTS APR 1984

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of Clause)

I.6 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES NOV 2020

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

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

(End of Clause)

I.7 1452.203-70 RESTRICTIONS ON ENDORSEMENTS -- DEPARTMENT OF THE INTERIOR JUL 1996

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of Clause)

I.8 1452.204-70 RELEASE OF CLAIMS -- DEPARTMENT OF THE INTERIOR JUL 1996

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

(End of clause)

I.9 1452.215-70 EXAMINATION OF RECORDS BY THE DEPARTMENT OF THE INTERIOR APR 1984

For purposes of the Examination of Records by the Comptroller General clause of this contract (FAR 52.215-1), the Secretary of the Interior, the Inspector General, and their duly authorized representative(s) from the Department of the Interior shall have the same access and examination rights as the Comptroller General of the United States.

(End of Provision)

I.10 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:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

$100,000

GENERAL LIABILITY

$500,000 per occurrence

AUTOMOBILE LIABILITY

$200,000 each person
$500,000 each occurrence
$20,000 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.

(End of Clause)

I.11 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.

(End of Clause)

I.12 WBR 1452.232-81 PAYMENT FOR MOBILIZATION AND PREPARATORY WORK -- BUREAU OF RECLAMATION 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.

(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 __ [contracting officer to insert percentage] 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, the balance of the amount for the mobilization and preparatory work contract line item or ___ [contracting officer to insert percentage] 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.

(End of Clause)

I.13 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.

(End of Clause)

I.14 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) Site Security Requirements

(1) General Description. This section provides provisions to ensure the full security integrity of the facility and personnel working at the facility. The work of this section may involve interfaces with a number of Government security personnel, normally coordinated through the designated COR. The Contractor is responsible for ensuring that activities are accomplished in a manner that complies fully with applicable security statutes, regulations, policies, directives, and standards.

(2) Government Security Personnel. When and where applicable, personnel may be assigned to control access, secure materials or activities at the work site, or escort Contractor personnel in sensitive areas. Personnel may include security managers, security guards, security contractors acting as agents of the Government, law enforcement personnel, or other contractors or employees. These individuals may be used to ensure the overall security and integrity of the site or building and provide controlled access. These individuals may conduct inspections of all workers, vehicles, equipment, or materials entering, or re-entering the work site. The inspection may be done visually, with walk-through and/or hand-held metal detectors, or by other means as may be deemed necessary by Reclamation.

(3) Contractor Guard Force. At the Contractor's sole discretion, and at the Contractor's own expense, with prior written Government approval, a Contractor may be authorized to hire its own guards to secure Contractor-owned equipment and/or to protect Contractor employees or subcontractors. If such a relationship is permitted, the Contractor shall be exclusively liable for all guard activities to include action or inaction of Contractor's guard personnel. The Government will not offer nor provide any indemnification. Contractor shall be solely responsible for guards at all times to include any supervision, oversight, and for the development of local guard orders and/or procedures. The Contractor shall be responsible for coordinating all guard activities with the COR and shall develop and submit to the COR, for advance approval, any guard orders and/or guard procedures.

(4) Additional Security-Related Submittals

(i) Visitor List. The Contractor shall furnish to the COR, in advance, notification of visit of any Contractor-sponsored visitor to a Government-controlled facility. This notification should be in writing and must include the purpose or nature of the visit, the full name of the visitor, and the full name and phone number of the designated sponsor who will be physically responsible for escorting the visitor for the duration of the scheduled visit.

(ii) Delivery Schedule. The Contractor shall furnish to the COR, in advance, a schedule for all deliveries. This list shall include estimated delivery date, time, nature of the materials being delivered, and – where available – the name of delivery company and type of vehicle.

(iii) Explosives Security Plan. The Contractor shall furnish to the COR for approval, in advance, an explosives security plan at any work site where explosives will be stored or used.

(5) General Provisions.

(i) General. The Contractor shall comply with the Government's site security procedures as specified, and as requested subsequent to award of Contract. Failure of the Contractor to comply with required access controls, information handling procedures, or any other security controls or procedures, may result in revocation of Contractor personnel access to the work site. The Government reserves the right to modify or clarify security provisions of this contract based on changing political and civil circumstances, and perceived threats to personnel or the facility.

(ii) Security Facilities and Equipment. The Contractor shall use security facilities and equipment only for the purposes intended and as directed by the contracting officer. The Contractor shall comply with the Government's instructions for use of secure storage areas, site enclosure and gates, temporary security lighting, building space enclosure, and lockup devices and systems established for detection, monitoring, signaling, and alarming field office facilities. Measures necessary to secure the integrity of materials, equipment, and tools installed or used in furtherance of this contract shall be at no cost to the Government.

(iii) Security Personnel Availability/Work Schedules. The Contractor shall notify the COR at least 48 hours in advance of any projected work which might impact on security or require the scheduling of extended security personnel support. The Contractor shall provide a weekly work schedule, such as anticipated delivery of materials, use of explosives or heavy machinery, and extra time needed for continuous or inherently lengthy construction or project specific operations (such as concrete placement).

(iv) Deliveries. The Contractor shall provide at least one day's advance notice of major deliveries, including time of arrival and trucks/carriers/documentation to be expected for arrival at work site. The Contractor shall provide reasonable advanced notice of deliveries which must be accommodated/accepted at times other than the Government's established working hours. Failure to provide adequate advanced notice may result in delivery delays at the Contractor's expense.

(v) Site Access. All Contractor personnel will be issued appropriate identification and must comply with all local access control procedures. The Government reserves the exclusive right to refuse or disallow any vehicular or pedestrian access to any Government-controlled facility, lands, or for any deliveries to the work site, regardless if access was scheduled or unscheduled.

(vi) Inspections and Searches. The Government reserves unqualified and unlimited right at any time to conduct security-related inspections or searches of work, material, equipment, personnel, and temporary facilities at the work site. The Contractor shall afford unrestricted access to work and allow surveillance and inspection by any Government personnel as authorized by the COR. The Government reserves the

right to conduct searches of articles and personal effects of all Contractor personnel, both at point of entry and exit from the work site or Government facility. All Contractor personnel entering and leaving the work site may be required to pass through a Walk-Through-Metal-Detector device and/or other detection devices.

(vii) After Duty Hours. No Contractor personnel shall be permitted access to the work site after the Government's established working hours without prior authorization from the Government. All personnel seeking access to the site after the Government's established working hours may be required to sign in and out in a visitor's log that may be maintained by the on duty security personnel (if any).

(viii) Access Procedures at Sensitive Areas. In some instances, the Contractor may be required to erect temporary security barriers and doors to isolate a sensitive area as instructed by the Government. The Contractor may be required to install locks and thereafter control access. The Contractor shall comply with the Government's requirement for limited and escorted access to the sensitive area. The Contractor shall notify the COR at least one day prior to each requested access to the sensitive area that is outside of the Government's established working hours.

(ix) Reported Violations. Where an indication, report, or observation of unauthorized access or performance of unauthorized work has occurred, the Government reserves the right to stop work and deny access until the circumstance and work can be investigated, inspected, tested, and resolved. The entire cost of such stoppages and resolutions shall be borne by Contractor, except when alleged violations of established security requirements, after investigation, are found not to be the fault of the Contractor.

(x) Briefings. Contractor personnel who will be assigned to this project, and who will have access to the work site, may be required to attend Government-conducted security briefings. The Government reserves the right to conduct security briefings for Contractor personnel and visitors at all levels of involvement in performance of work and maintenance of security. Required briefings may include, but are not limited to, the following: Information Security, Site Security Requirements and Procedures, Security Awareness, Delivery Methods and Inspections, Storage Requirements, Reporting Requirements, Supervisory Procedures, Contractor Employee Conduct, Visitor Control, and Threats.

(xi) Key Control. Control of keys/access codes and lock combinations is essential for the Government's project security. The Contractor shall not allow keys or access codes to be duplicated or removed from the work site, nor allow lock combinations to be divulged without specific written advanced authorization from the COR. Such loss of control, observed or suspected, may result in a requirement to change locks involved at the Contractor's expense. At the direction of the COR, the Contractor shall provide duplicate keys and lock combinations to Government security personnel when requested for the purpose of security inspections and emergency actions, including keys, combinations, and access codes needed for unrestricted access to every area and element of the project. The Contractor may be required to establish a key control program that is acceptable to the Government for Government-issued keys and for heavy machinery parked at the construction site (if this is a construction contract).

(xii) Vehicle Control. In general, parking of vehicles on the work site shall not be permitted, except for tractors, cranes, and similar equipment used directly in performance of work, for delivery of materials/supplies, and for removal of waste and surplus material. The Government may designate an approved contractor employee parking area. Upon entering the work site, vehicles and drivers may be subject to search and inspection. The Contractor shall obtain authorization from the COR to park the Contractor's official vehicles and motorized vehicular construction equipment that are required/desired to be parked on the work site. Vehicles in violation may be towed off the work site at the Contractor's expense. Where Government-designated employee parking is not available, parking of construction employees' automobiles and similar transportation vehicles may be excluded from the work site. It is the Contractor's responsibility to arrange for suitable accommodation for these vehicles.

(xiii) Prohibited/Restricted Items. Prohibited/restricted items and activities on the work site include but are not limited to the following: firearms and other weapons, except as specifically authorized by the COR in compliance with state and Federal laws and regulations; drugs, including narcotics, barbiturates, marijuana, alcoholic beverages, and similar substances, except for use with valid medical prescription; and explosives.

(xiv) Exceptions for Explosives. When needed for use in specifically limited amounts and controlled circumstances for construction work, explosives may be brought onsite with written prior authorization from the COR. As a hazardous material, the Contractor shall treat the use of explosives in accordance with regulations and guidance provided by Federal, State, and local authorities. The storage of explosives shall be in accordance with requirements of the Bureau of Alcohol, Tobacco, and Firearms or the State in which they are stored. If onsite storage of explosives is necessary, explosives shall be stored at a pre-designated, secure site approved by the COR. Prior to Government approval of storage, the Contractor shall develop and submit to the COR a complete storage/security/retrieval plan for approval. The storage/security plan can be included in a "Blasting Safety Plan." The plan shall make accommodations for surveillance, detection, and response. Explosives firing systems shall be stored off-site and under no circumstances shall be stored together with explosives.

(xv) Photography. The use of photographic equipment and taking of photographs shall only be allowed as authorized by the COR.

(f) Reserved

(End of Clause)

I.15 WBR 1452.243-80 MODIFICATION PROPOSALS--BUREAU OF RECLAMATION 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 an analysis of fair and reasonable price;

(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.

(End of Clause)

SECTION J – LIST OF ATTACHMENTS

J.1 APPLICABILITY OF DOCUMENTS

The documents, exhibits, and other attachments which are identified in this Section J, apply to and are a part of this contract. In the event that any document is missing in whole or in part from this document when received, the Contracting Officer shall be notified immediately.

J.2 LIST OF CONTRACT DOCUMENTS

Attachment No.	Title	No. of Pages
01	Statement of Work	20
02	Drawings	66
03a	Wage Determination AZ20260058, Mohave County, AZ	7
03b	Wage Determination NV20260024, Clark County, NV	7
04	Bid Bond SF24	4
05	Performance and Payment Bonds SF25 & 25A	7
06	Release of Claims – Form DI-137	1
07	Subcontracting Plan Template	10

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SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.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 the following address:

Federal Acquisition Regulations (FAR) clauses: https://www.acquisition.gov/browse/index/far;
Revolutionary FAR Overhaul (RFO) clauses: https://www.acquisition.gov/far-overhaul

Provision	Title	Date
52.204-5	Women-Owned Business (Other Than Small Business)	OCT 2014
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. **(RFO Deviation)**	NOV 2025
52.240-91	Security Prohibitions and Exclusions. **(RFO Deviation)**	NOV 2025

K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (RFO Deviation) MAY 2026

(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.3 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).

(e) 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.

(End of Clause)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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 the following address:

Federal Acquisition Regulations (FAR) provisions: https://www.acquisition.gov/browse/index/far; Revolutionary FAR Overhaul (RFO) clauses: https://www.acquisition.gov/far-overhaul

Provision	Title	Date
52.204-7	System for Award Management **(RFO Deviation)**	MAR 2026
52.204-22	Alternative Line-Item Proposal **(RFO Deviation)**	MAR 2026
52.215-1	Instructions to Offerors-Competitive Acquisition	NOV 2021

L.2 52.216-1 TYPE OF CONTRACT APR 1984

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

(End of Provision)

L.3 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK MAY 2014

(a)

(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.
(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)

(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.
(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

L.4 52.225-12 ALT II NOTICE OF BUY AMERICAN ACT REQUIREMENT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2023) MAY 2014

(a) *Definitions*. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American--Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11.

(c) *Evaluation of offers*. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

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

(d) *Alternate offers*. (1)When an offer includes foreign construction material, except foreign construction material from a designated country other than Bahrain, Mexico, or Oman that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahraini, Mexican, or Omani construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahraini, Mexican, or Omani construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Provision)

L.5 52.228-1 BID GUARANTEE SEP 1996

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

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

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be **20% of proposal price.**

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within **10 days** after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of Provision)

L.6 52.236-27 ALT I SITE VISIT (CONSTRUCTION) - ALTERNATE I (FEB 1995) FEB 1995

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

(b) An organized site visit has been scheduled for **July 1, 2026, at 8:00 a.m. Pacific Time.**

(c) Participants will meet at the **Hoover Dam Visitor Center.**

(d) Notification requirements: At least two (2) days before the site visit, interested sources planning to participate must submit via email the company name, and names of attendees, in writing, to: Max Watanga, Contract Specialist, at maxwell_watanga@ios.doi.gov and Luis Gallardo at luis_gallardo@ios.doi.gov. If no notifications are received from interested sources, the site visit will be cancelled.

(End of Provision)

L.7 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS NOV 2020

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

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

(End of Provision)

L.8 1452.233-2 SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR (JUL 1996) (DEVIATION) SEP 2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated

acknowledgment of receipt from **Aimee Amador (LCB -10000), Bureau of Reclamation, 500 Date Street, Bldg 900, Boulder City, NV 89005.**

(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."

(End of Provision)

L.9 1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION - DEPARTMENT OF THE INTERIOR APR 1984

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the Government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the

contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of Provision)

L.10 WBR 1452.215-81 PROPOSAL INSTRUCTIONS -- BUREAU OF RECLAMATION MAR 2021

This procurement will be conducted in accordance with FAR Part 15.

In addition to the requirements of the Instructions to Offerors - Competitive Acquisitions provision of this solicitation (see FAR 52.215-1), each offeror shall submit a proposal in accordance with the instructions contained in this provision.

(a) Use and Disclosure of Proposal Information. In accordance with the Use and Disclosure of Proposal Information -- Department of the Interior provision of this solicitation (see DIAR 1452.215-71), offerors shall mark trade-secret, or confidential commercial or financial information contained in the proposal with the restrictive legends specified. The offeror shall also clearly and separately mark all proprietary information (as defined in FAR 3.104-3) contained in the proposal with the restrictive legend "Proprietary Information."

(b) Proposal Volumes. Offerors shall submit separate Volumes with the required number of copies as follows:

Volume	Title	Copies Required
I	Business Proposal (Representations, Certifications and Offer)	One (1) electronic copy transmitted via e-mail

Volume	Title	Copies Required
II	Technical Proposal/Experience/Past Performance	One (1) electronic copy transmitted via e-mail
III	Pricing Proposal	One (1) electronic copy transmitted via e-mail

(1) Separation of volumes. All electronic copies of each proposal Volume (i.e., all copies of Volume I) are to be packaged individually and clearly marked to identify contents. The exterior of each package containing proposals shall be marked with the solicitation number, and the time and date for receipt of proposals and the name and address of the offeror, in order to prevent mishandling. Additionally, it is recommended to list which part of the proposal is included in each email if multiple emails are submitted. The Government anticipates multiple emails, please indicate email 1 of X when submitting packages. It is up to the Offeror to verify receipt of all emails to ensure full proposal is received.

(c) General Contents. Each separate proposal Volume shall:

(1) Be presented in a manner which allows it to "stand alone" without the need to reference other documents;

(2) Be a coherent document free of internal inconsistencies as well as inconsistencies with other volumes of the proposal;

(3) Conform to all solicitation provisions, clauses, or requirements;

(4) Address the submission requirements with specificity and detail where required;

(5) Be an orderly, specific, and complete document in every detail;

(6) Be logically presented, using clear and concise language so that it can be easily read and meaningfully evaluated by Reclamation personnel from a variety of different functional and technical disciplines;

(7) Have all pages in each volume consecutively numbered (including pages with tables and exhibits) and cross-referenced to other volumes where appropriate for each; and

(8) Indicate how the proposal conforms to the evaluation criteria identified in Section M.

(d) Format. To assist in the uniform evaluation of proposals, the following format shall be used in preparing each separate proposal Volume:

(1) Provide a Table of Contents which lists all sections specific to the proposal Volume;

(2) Cross-reference the work statement to the terms of the proposal and indicate how the proposal conforms to the evaluation factors contained in Part IV, Section M;

(3) Provide a list of any enclosures, including tables, drawings, charts, or other enclosures which

summarize data or information;

(e) Volume I, Business Proposal. Volume I shall incorporate the other Volumes by reference but shall not physically include them. It shall consist of:

(1) A fully executed Solicitation, Offer, and Award form (SF-1442) required by Part I, Section A of this solicitation. It shall be used as the cover sheet (or first page) of Volume I.

(2) Fully executed and completed offeror representations, certifications, and acknowledgments required by Part IV, Section K of this solicitation;

(3) Additional information required by the solicitation to be furnished by the offeror which is not required to be obtained in another volume of the proposal;

(1) Make-or-buy program (if applicable);

(5) Requests for any waivers of any solicitation provisions or contract clauses; and

(6) A summary of any exemptions from, or deviations to, any other solicitation requirements.

(7) Acknowledgement of all amendments (if applicable);

(8) Technical Proposal. - See Technical Proposal Instructions provision of this solicitation.

(9) Pricing Proposal. - See Pricing Proposal Instructions provision of this solicitation.

(10) Alternate proposals are not permitted.

(11) Subcontracting Plan – In accordance with FAR 19.702(a), a subcontracting plan is required to be submitted if the contract is expected to exceed $2 million. Small business concerns are not required to submit a subcontracting plan. The subcontracting plan is not an evaluation factor for contract award, but Volume II, Technical Volume shall be evaluated for small business participation (Factor 5). It is imperative that large businesses include with their initial proposal an acceptable subcontracting plan which clearly explains and contains all the information required by FAR 19.704 Subcontracting Plan Requirements. The individual subcontracting plan shall be submitted with the initial proposal for review and approval prior to contract award. Acceptability of the plan will be one of the elements considered by the Contracting Officer when determining contractor responsibility prior to award of a contract. A request by the Government for an updated subcontracting plan does not constitute discussions or require that revised proposals be solicited from all Offerors. If an apparently successful Offeror fails to furnish an acceptable subcontracting plan within the time limits prescribed by the Contracting Officer, the Offeror will be ineligible for award. All Offerors shall demonstrate a satisfactory commitment to utilize small business concerns to the maximum extent possible in subcontracting opportunities. Solicitation Section J, Attachment (07), contains a sample Small Business Subcontracting Plan format

(f) Volume II Technical Proposal. The technical proposal should convincingly describe the capability of the offeror's organization to participate in this project and effectively demonstrate a thorough understanding of the work statement contained in Part I, Section C of this solicitation. To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the technical proposal:

(a) Table of Contents. The Table of Contents shall list all sections of the technical proposal. Any future amendments, additions and/or revisions to the proposal shall be included in an updated Table of Contents;

(b) Index. The Index section shall cross reference the statement of work, specifications, or performance work statement to the terms of the proposal and indicate how the proposal conforms to the evaluation factors contained in Part IV, Section M;

(c) Enclosures. The Enclosures Section shall include a list of any tables, drawings, charts, and any other enclosures which summarize data or information;

(d) Executive Summary. The Executive Summary shall include a brief discussion of how the required work will be performed and important highlights of the proposal.

(e) Technical proposal must be logically assembled, practical, legible, clear, concise, coherent; and indexed (cross-indexed, where appropriate); and

i. Contain appropriately numbered pages of each volume or part.

ii. The proposal shall be valid for a minimum of **90 calendar days** from the proposal due date.

iii. The proposal shall be on 8 ½" x 11" paper, single-spaced using not less than 12-point type font, and shall have margins at the top, bottom and sides of the pages not less than one inch in width.

iv. Technical proposal is limited to 50 pages. This does not include the Project Schedule or Requested Completed Attachments (e.g. PPQs, construction schedule, charts or required forms). Page limitation shall be treated as maximums. If exceeded the excess pages will not be read or considered in the evaluation of the proposal.

v. Elaborate formats, bindings, color marketing presentations or sales brochures are not desired or required.

Evaluation Factors:

FACTOR 1: RELEVANT EXPERIENCE

1. The Offeror shall provide at least 3 projects within the past 6 years that demonstrate the following features (each project does not have to have all features, but all features must be addressed in past projects):

a. Projects at height where personnel had to use fall protection throughout the construction process at heights comparable to the cableway tower (~200 feet).
b. Projects where concrete footings, anchors and other structural analysis was necessary to complete the project.
c. Tensioning cables to amounts comparable or greater to the amount of force in the statement of work.
d. Cableway construction or heavy repairs.

e. Developing/implementing rescue procedures for construction work in an environment (heights, difficult to access) areas such as the cableway tower.

2. The Government will consider subcontractor experience if Offeror submits a Letter of Commitment signed by both the Offeror and subcontractor which demonstrates a commitment of both parties to this project.

3. For each project, include:

a. Project name and location
b. Name of acquiring government agency or industrial customer
c. Owner who may be contacted; phone number and email
d. Description of general layout
e. Scope of work performed by the Offeror, scope of work performed by subcontractors
f. Original budget, final budget, and description of change orders
g. Original schedule, final schedule, and description of delays
h. Other relevant information as determined by the Offeror
i. Limit each project description to no more than 5 pages

FACTOR 2: <u>TECHNICAL CAPABILITY</u>

The offeror shall explain its capability to successfully complete the contract requirements and provide a narrative approach on the following subjects:

- The Offeror's ability to construct, repair, install and inspect crane equipment in compliance with applicable ASME B30 standards.
- Description of how each task will be completed:
  - o Sequence and schedule of work to be completed;
    - Schedule to identify required personnel and hours at each task in schedule.
    - Anticipated methods for executing work.
- Description of require resources:
  - o List of materials and equipment required to successfully perform the work.
  - o Required safety equipment (including personal protective equipment (PPE)), as required by the provided sequence.
  - o Required government assistance, if needed.
- Identification of key personnel, name and title, to be utilized:
  - o Identification of key personnel as required by the schedule or work in the provided sequence.
  - o Certifications, educational background, experience, and training that the key personnel hold.
- Safety and Hazards Identification:
  - o Identification of potential safety and health hazards as existing within the workspace and generated as work is completed.
  - o Proposed mitigation measures for the hazards and projected schedule for these measures.
  - o Identification of these mitigation measures as they impact the proposed tasks.
- Limit this section to no more than 10 pages of narrative descriptions. Graphs and tables are not part of the 10-page limit.

FACTOR 3: <u>PAST PERFORMANCE</u>

The Offeror shall provide at least 3 projects within the past 6 years that are similar in scope, size, and

complexity to the work under this solicitation:

1. Name of the project;
2. Description of the work;
3. Contract period of performance;
4. Contract number;
5. Name and address of the client;
6. Initial contract amount and final contract amount;
7. Any problems encountered in performance of the work and corrective action(s) taken.
8. Name(s) and telephone number(s) of references from the client who may be contacted for further information.

Offerors are encouraged to submit past performance information on projects where they performed work as prime contractor or subcontractors.

FACTOR 4: <u>SAFETY PLAN</u>

The Offeror shall provide:

- A list of suitable rope access personnel and their qualifications who will be providing rescue. This can be internal personnel or subcontractors.
- A list of rescue equipment which will be used to facilitate onsite rescue operations.

FACTOR 5: <u>SMALL BUSINESS PARTICIPATION</u>

Offerors classified as small business (SB) under NAICS 237990, Other Heavy and Civil Engineering Construction, are not required to submit documentation under this evaluation factor. Offerors classified as other than small business under NAICS 237990 must submit two separate documents in response to this evaluation factor: Small Business Subcontracting Plan (Section J, Attachment 07) and the Small Business Participation Document (SBPD) with the Business Proposal or Pricing Proposal as required by WBR 1452.215-81 PROPOSAL INSTRUCTIONS -- BUREAU OF RECLAMATION (MAR 2021). The SBPD and Small Business Subcontracting Plan are two separate documents. Both will be incorporated into any resulting contract.

Other than small business offerors must submit a SBPD using contractor format that includes the following:

1. Identify the extent of participation of small business prime offerors and small business subcontractors in terms of the total contract value (not as a percentage of the subcontracted contract value). Offerors shall provide documentation to support proposed participation values.

2. Summarize small business participation using the chart below to identify the subcontracting opportunities as a percentage of the total contract value.

Business Category	**Subcontracting Goals**	**Dollar Value** *(Offeror Fill-in)*	**% of Total Contract Value** *(Offeror Fill-in)*
Total Proposed Contract Value – Prime Offeror	-	$	%

Business Category	Subcontracting Goals	Dollar Value *(Offeror Fill-in)*	% of Total Contract Value *(Offeror Fill-in)*
Total Small Business	45.87%	$	%
Small Disadvantaged Business (SDB)	5%	$	%
Woman-Owned Small Business (WOSB)	5%	$	%
HUBZone Small Business (HUBZone)	3%	$	%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	5%	$	%
Indian Small Business Economic Enterprises (ISBEE)	5%	$	%

3. Submit documentation of substantive commitments to small business firms, such as, letters of commitment, Joint Ventures, mentor/protégé agreements, or other demonstrations of commitment with small business concerns for the principal components of work identified in the Specifications which is attached at Section J Attachment 01. Binding commitments submitted in response to this evaluation factor will become enforceable/contractual requirements.

4. Identify the type and variety of the work the small business subcontractors are to perform (i.e., binding commitments submitted in response to this evaluation factor will become enforceable/contractual requirements). Small business goals submitted in response to this evaluation factor must be consistent with the offeror's Small Business Subcontracting Plan. If the proposed subcontracting goals do not meet the minimum Department of Interior subcontracting goals, include a detailed explanation describing the actions taken to include small business concerns and arrive at that determination, along with an explanation for the goals proposed.

Company Name	Small Business Categories (SB, SDB, WOSB, SDVOSB, HUBZone, ISBEE)	Type of Product(s) or Service(s) & Variety of Work	NAICS Code	Nature of Commitment (Letters of Commitment, Joint Ventures, Mentorship, others)

5. Provide detailed explanations and documentation supporting the proposed quantitative small business participation.

6. Provide information substantiating that your firm is complying with the requirements of FAR 52.219-8 – Utilization of Small Business Concerns.

7. Submit the Small Business Subcontracting Plan (Section J Attachment 07) with the proposal. The Small Business Subcontracting Plan is required in accordance with FAR 52.219-9 but is not evaluated as

part of this evaluation factor. The Small Business Subcontracting Plan must be tailored to this procurement and should not conflict with the SBPD. **Note: Subcontracting Plans will only be reviewed for acceptability for those Offeror(s) deemed to be apparent awardee(s). If the apparent awardee's Subcontracting Plan is not initially acceptable, the Contracting Officer may engage in clarifications regarding the Subcontracting Plan and this shall not be deemed discussions.**

(g) Volume III, Price Proposal

FACTOR 6: PRICE

Evaluation Factor: Offerors are hereby notified that even though cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuant to FAR 15.403-5(a)(1).

To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the pricing proposal:

(1) Table of contents. The Table of Contents shall list all sections of the pricing proposal. Any modifications or revisions to the proposal, up to the date of agreement on price, shall include an updated Table of Contents;

(2) Index. The index shall cross reference the work statement to the terms of the proposal and indicate how the proposal conforms to the evaluation factors contained in Part IV, Section M of this solicitation;

(3) Enclosures. A list shall be included of all enclosures, attachments, tables, drawings, charts, and any other material which summarize data or information contained or referenced in the pricing proposal;

(4) The price proposal should be consistent with the technical approach(es) proposed in the technical proposal, Volume II;

(5) Pricing proposal breakdown. The Offeror shall submit the Price Schedule (see notes at solicitation Section B Price Schedule A with its proposed total prices/costs for each contract line item number (CLIN), including proposed unit price(s), if required. In addition, a total proposed price consisting of the sum of all contract line items shall be submitted.

(6) No cost information shall be included in any of the other volumes;

(7) All price or cost amounts shall be expressed to the nearest whole dollar except for individual hourly labor rates (if required). All percentages shall be expressed to two decimal places.

(h) Submission of Proposal.

Electronic proposals are authorized and shall be submitted via e-mail to Max Watanga, maxwell_watanga@ios.doi.gov, and Luis Gallardo. luis_gallardo@ios.doi.gov.

L.11 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 proposed 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.

(End of Provision)

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SECTION M – EVALUATION FACTORS FOR AWARD

M.1 WBR 1452.215-80 SOURCE SELECTION EVALUATION PROCEDURES— BUREAU OF RECLAMATION MAR 2021

The Government intends to evaluate proposals submitted under this solicitation and select a source for contract award without discussions (unless the contracting officer later determines discussions to be necessary) in accordance with the following provision: FAR 52.215-1 Instructions to Offerors -- Competitive Acquisition (Jan 2017). Source selection shall be in accordance with procedures contained in FAR Part 15, Department of the Interior Acquisition Regulation (DIAR) Part 1415 (48 CFR 1415) and Bureau of Reclamation Acquisition Regulation WBR Part 1415. These procedures are summarized as follows:

(a) Technical evaluation. A Technical Proposal Evaluation Committee has been established to objectively evaluate technical proposals in accordance with the Evaluation Factors for Award -- Bureau of Reclamation provision of this solicitation. Technical proposals shall be submitted in accordance with the Proposal Instructions -- Bureau of Reclamation provision of this solicitation.

(b) Past performance evaluation. In addition to any other past performance information required under the solicitation, the contracting officer shall use past performance information available from the Contractor Performance Assessment Reporting System in the source selection process on offerors competing for awards in excess of the simplified acquisition threshold, unless the contracting officer has documented an exception from past performance consideration in accordance with FAR 15.304(c)(2)(iv).

(c) Cost or price evaluation. An objective cost or price evaluation of contract pricing proposals will be made in accordance with the Evaluation Factors for Award provision of this solicitation. Pricing proposals shall be submitted in accordance with the Proposal Instructions -- Bureau of Reclamation provision of this solicitation. A cost or price analysis will be performed to determine price reasonableness and any instances of unbalanced pricing, using one or more of the techniques at FAR 15.404-1.

(End of Provision)

M.2 WBR 1452.215-82 EVALUATION FOR AWARD -- QUALITY PERDOMINANCE -- BUREAU OF RECLAMATION MAR 2021

(a) Award will be made to the responsible offeror submitting a proposal which conforms to the solicitation and is most advantageous to the Government considering the factors and any significant subfactors listed in this provision.

(b) In the evaluation of proposals, all evaluation factors (listed in this provision) other than cost or price, when combined, are considered to be significantly more important than cost or price. The relative importance to be placed on the factors in relation to each other is contained in paragraph (e) of this provision. However, the degree of importance of cost or price may increase with the degree of non-cost or non-price equality between the proposals. If a proposal is determined by the Contracting Officer to be "technically unacceptable" as a result of evaluating all factors other than cost or price, the proposal may be rejected from further consideration. The contracting officer reserves the right to make award to other than the technically acceptable offeror with the lowest cost or price proposal if it is determined that the

technical benefits of another offeror's proposal justify its higher cost or price. The contracting officer also reserves the right to make award to a lower-priced, lower-scored offeror if it is determined that the cost or price premium involved in awarding to a higher-rated, higher-priced offeror is not justified.

(c) Pursuant to FAR 15.305(a)(1), a cost or price analysis will be performed to determine price reasonableness and any instances of unbalanced pricing, using one or more of the techniques at FAR 15.404-1.

(d) The following factors and significant subfactors (if listed) will be considered in evaluating proposals and making the source selection:

Factor 1	Relevant Experience
Factor 2	Technical Capability
Factor 3	Past Performance
Factor 4	Safety Plan
Factor 5	Small Business Participation
Factor 6	Price

(e) The relative importance of the factors listed in paragraph (d) of this provision is as follows: The following technical factors are listed in descending order of importance 1. Relevant Experience, 2. Technical Capability, 3. Past Performance, 4. Safety Plan, 5. Small Business Participation, and 6. Price. Factors 1, 2, 3, 4, and 5 are called “the technical factors”. Factors 1 through 5 when combined, are significantly more important than Factor 6, Price.

FACTOR 1: <u>RELEVANT EXPERIENCE</u>

Evaluation Standards:

1) Evaluation will be based on Offeror’s proposal addressing the proposal submission requirements of this factor and that submission clearly demonstrates past relevant experience of Offeror through exemplar project.

2) Offeror has performed at least 3 construction projects at height where personnel had to use fall protection throughout the construction process at heights comparable to the cableway tower (~200 feet).

3) Offeror has successfully completed at least 3 construction projects where concrete footings, anchors and other structural analysis was necessary to complete the project.

4) If the offeror has experience tensioning cables to amounts comparable or greater to the amount of force in the statement of work, this experience will be favored.

5) If the offeror has done cableway construction or heavy repairs in the past, this experience will be favored.

6) Offeror demonstrates experience in developing/implementing rescue procedures for construction work in an environment (heights, difficult to access) areas such as the cableway tower.

7) In establishing what is relevant for this acquisition, consideration shall be given to an Offeror’s history of contract (or subcontract) performance that would provide the most context and give the

greatest ability to measure the Offeror's likely ability to successfully satisfy the current requirement. Common aspects of relevancy include similarity in size, scope and complexity, use of key personnel for this project from past similar projects, and ability to manage subcontracting.

FACTOR 2: TECHNICAL CAPABILITY

Evaluation Standards:
1) Evaluation will be based on Offeror clearly addressing all of the proposal submission requirements outlined under this factor and that submission clearly demonstrates a thorough understanding of the work to be performed under this solicitation/contract.

2) The offeror's proposal demonstrates their technical capability to perform work of the same or similar size, scope, and complexity.

3) Proposed milestone schedule includes all major activities required to complete work to be performed under this solicitation/contract and that durations and sequencing tasks are feasible.

FACTOR 3: PAST PERFORMANCE

Evaluation Standards:
1) The Offeror's proposal shall demonstrate satisfactory performance of 3 projects similar in scope, size, and complexity to the work under this solicitation within the past 6 years.

2) Past performance will be evaluated for quality of service, if previous relevant work was completed on time, within budget and to the satisfaction of the customer. Past performance will be evaluated in terms of overall relevancy to this project, in terms of overall level of confidence that the offeror will successfully perform this contract based on the offeror's relevant past performance and trend in past performance.

3) In the case of an Offeror without a record of relevant, recent past performance or for whom information on past performance is not available, the Offeror will be rated as neutral (i.e. not rated favorably or unfavorably).

4) The evaluation will be based on information obtained from relevant past performance information obtained from other sources known to the Government, to include additional references, and the Contractor Performance Assessment Reporting System (CPARS).

FACTOR 4: SAFETY PLAN

Evaluation Standards:
1) Evaluation will be based on Offeror clearly addressing all of the proposal submission requirements outlined under this factor.

2) The Offeror's proposal clearly demonstrates an adequate level of safety for the workers and bystanders, and the ability to perform the work in a safe manner.

FACTOR 5: SMALL BUSINESS PARTICIPATION

Evaluation Standards:

All offerors (both other than small businesses and small businesses) will be evaluated on the extent of proposed participation/commitment to use U.S. small businesses in the performance of this acquisition (as small business prime offerors or small business subcontractors) relative to the objectives and requirements established herein. Small business offerors self-certified in SAM.gov will receive the maximum credit for this evaluation factor and do not need to submit any documentation supporting this evaluation factor. For all other offerors the Government will evaluate the following in no order of importance:

1. The extent of identification and participation of small and socio-economic business subcontractors in terms of the value of the total acquisition (total contract value)

2. The extent to which offerors meet or exceed DOI subcontracting goals for small and socio-economically disadvantaged businesses. Offerors that propose small or socio-economic subcontractors that meet or exceed DOIs subcontracting goals will be evaluated favorably

Small or Socio-Economic Business Type	DOI Subcontract Goal
Small Business	45.87%
Socio-Economically Disadvantaged Small business (SDB)	5%
Women Owned Small Business (WOSB)	5%
Service Disabled Veteran Owned Small Business (SDVOSB)	5%
Historically Underutilized Business District Small Business (HUBZone)	3%
Indian Small Business Economic Enterprises (ISBEE)*	5%

* - Indian Small Business Economic Enterprises are defined at 48 CFR Part 1480.201

3. The extent to which offerors demonstrate substantive commitment to small business firms, such as, letters of commitment, Joint Ventures, mentor/protégé agreements, or other demonstrations of commitment (i.e., binding commitments will become enforceable/contractual requirements)

4. Identification of the type and variety of the work small firms are to perform (i.e., binding commitments will become enforceable/contractual requirements)

5. The extent to which the offeror provides detailed explanations/documentation supporting the proposed quantitative participation

6. The extent to which the offeror complied with requirements of FAR 52.219-8, Utilization of Small Business Concerns

The Government will evaluate the proposal to determine which offeror proposes the best value in terms of Small Business Participation. Offers submitted by a small business prime offeror will also be evaluated and will receive the maximum score for this evaluation factor.

FACTOR 6 – PRICE EVALUATION STANDARD:

The Government will evaluate the Offeror's Factor 6 proposal submission against L.9 WBR 1452.215-81 Proposal Instructions – Bureau of Reclamation to determine if it meets proposal submission requirements. In accordance with FAR 15.304(c)(1), price shall be evaluated as part of the source selection. A price evaluation will be performed on the prices proposed in Part B Price Schedule A. All proposed prices will be reviewed for price reasonableness and any instances of unbalanced pricing. For

the purposes of performing trade-offs between price (Factor 6) and the other non-price factors (Factors 1 through 5), the price component used will be the total price for the Section B Price Schedule A.

Best Value/Contractor Selection and Award Approval. The best value/contractor selection criteria in the solicitation are as follows:

Award will be made to that offeror whose proposal is the most advantageous to the Government and demonstrates that (1) it meets the technical requirements of the solicitation and (2) the proposal's technical/cost relationship represents the best value to the Government. Evaluation factors other than cost or price, when combined, are significantly more important than cost or price in the award decision. The critical factor in making any cost/technical tradeoff is not the spread between the technical scores but, rather, the significance of that difference. The significance of the spread of scores will be determined on the basis of what the difference might mean in terms of performance and what it would cost the Government to take advantage of it. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for the successful performance of the work. The Government reserves the right to make cost/technical tradeoffs that are in the best interest and advantageous to the Government. The Government may reject any or all offers if such action is determined to be in the best interest of the Government.

The relative importance of the factors is as follows: Factors 1 through 5 are listed in descending order of importance, with the most important factor listed first. Factors 1, 2, 3,4, and 5 are called "The Technical Factors". Factors 1 through 5, when combined, are significantly more important than Factor 6, price. However, where proposals are considered almost technically equal, price becomes a more important factor.

COMPETITIVE RANGE DETERMINATION. The competitive range determination information in the solicitation is as follows:

The Government intends to evaluate proposals and reserves the right to award a contract without discussions with offerors. Offers should be submitted initially on the offerors' most favorable terms, from a price and technical standpoint. The source selection procedure will begin with an initial review of the proposals and continue through a technical evaluation conducted by the TPEC. The TPEC will rate the proposals based on the evaluation criteria identified above. The results of the TPEC ratings will be presented to the contracting officer. If necessary, the contracting officer will make the price proposals available to the TPEC. The contracting officer will determine rankings of each offer and establish the competitive range.

If it is determined that discussions are necessary, the TPEC and the contracting officer will initiate discussions (written and/or oral) with each offeror in the competitive range. At the conclusion of discussions, the source selection evaluation team shall evaluate all final proposal revisions in accordance with the solicitation instructions.

The contracting officer shall prepare a Recommendation for Award based upon its evaluation of which proposal is considered to be most advantageous to the Government, cost and other factors considered. This recommendation and the supporting rationale shall be forwarded, via the Recommending Official, to the SSA. The contracting officer's action on the Recommendation for Award will be clear and unequivocal and will be made part of the official contract record. Award will be made to that offeror whose proposal is determined to be most advantageous to the Government, cost and other factors considered.

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