SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
140R2026Q0088

6. SOLICITATION ISSUE DATE
06/15/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
Steven Teves

b. TELEPHONE NUMBER *(No collect calls)*
916-978-4302

8. OFFER DUE DATE/ LOCAL TIME
07/01/2026 1500 PD

9. ISSUED BY CODE R20

Bureau of Reclamation
Mid-Pacific Region
Regional Office
Division of Acquisition Services
2800 Cottage Way, Room E-1815
Sacramento CA 95825-1898

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 332313

SIZE STANDARD: 750

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE
See Schedule

16. ADMINISTERED BY CODE R20
See Schedule

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: Bureau of Reclamation Mid-Pacific Region Regional Office Division of Acquisition Services 2800 Cottage Way, Room E-1815 Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED. _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*
Steven Teves

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Sacramento CA 95825-1898 US DO NOT USE THIS FORM TO SUBMIT QUOTES/PRICING SEE THE FOLLOWING COMBINED SYNOPSIS/SOLICITATION DOCUMENT DIRECT ALL QUESTIONS TO STEVEN TEVES AT STEVEN_TEVES@IOS.DOI.GOV				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

Solicitation # 140R2026Q0088

South Central California Area Office (SCCAO) TRACY FISH COLLECTION FACILITY FISH COUNTING BUCKET REPLACEMENT

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with part 12. This announcement constitutes the only solicitation. Quotes are being requested and a separate written solicitation will not be issued. Solicitation number 140R2026Q0088 is issued as a request for quotation (RFQ). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2026-01 (3/13/26).

GENERAL INFORMATION

RFQ Number: 140R2026Q0088

Request for Quotation (RFQ)	☒	**Request for Proposal (RFP)**	☐	**Invitation for Bid (IFB)**	☐

This acquisition is set-aside 100 percent Small Business concerns only. (Large businesses may not submit a quote.)

North American Industry Classification Code (NAICS): 332313 **Size Standard:** 750 Employees

The Government will award items based on comparative evaluation of: Technical Approach, Past Performance, Prior Experience, and Price.

Site Visit:
A formal site visit is planned Tuesday, June 23, 2026, at 10:00 a.m. See the Statement of Work Part 3, Place of Performance, (B) Site Visit for further details.

Quote Due Date:	July 01, 2026 3:00 p.m. PDT
Quote Submission:	By email to steven_teves@ios.doi.gov
Contact Information:	Steven Teves Phone Number/Email: 916 978-4302 / steven_teves@ios.doi.gov

Request for Information: All questions regarding this solicitation should be emailed to steven_teves@ios.doi.gov no later than **June 24, 2026 @ 1500 PDT.**

QUOTER INFORMATION:

Business Name: _____

SAM Unique ID or Cage Code: _____

QUOTE PRICING SCHEDULE:

CLIN	Description	Estimated Quantity	Unit	Total Price
00010	Fish Bucket	1	Lump Sum	$

All unit prices submitted will be firm-fixed pricing throughout the duration of the contract.

Quotes shall be valid for 60 days from the date quotes are due.

Delivery Terms: F.O.B. Destination. Delivery charges are inclusive of the quoted price.

Refer to Provision 52.212-1 Addendum, Quote Submittal Instructions (page 24-25), for further instructions.

Documents necessary for quote submission are as follows:
1. Completed quote pricing schedule (page 5)
2. Technical Approach documentation (see evaluation criteria at 52.212-2)
3. Prior Experience documentation (see evaluation criteria at 52.212-2)
4. The quoter verifies by submission of this quote that their representation and certifications in SAM have been entered or updated in the last 12 months, and are current, accurate, complete, and applicable to this solicitation.

STATEMENT OF WORK

TRACY FISH COLLECTION FACILITY FISH COUNTING BUCKET REPLACEMENT

SOUTH-CENTRAL CALIFORNIA AREA OFFICE

PART 1 BACKGROUND

1.01 SCOPE

A. The fish sampling bucket at the Tracy Fish Collection Facility (TFCF) has been in continuous operation since 1957, playing a vital role in estimating fish salvage by collecting representative samples over a two-hour period. The sampling duration was extended from 10 minutes to 30 minutes resulting in a need for redesign of the sampling bucket to improve fish retention, reduce clogging, increase capacity, and enhance operator safety.

The purpose of this project is to fabricate a new fish sampling bucket for the TFCF that resolves critical operational deficiencies in the current system.

1.02 REFERENCE STANDARDS

A. All references below are to be the current adopted edition at the time of solicitation for this contract.

B. American Society of Mechanical Engineers (ASME)

1.	ASME B46.1	Surface Texture (Roughness, Waviness, and Lay)
2.	ASME Y14.1	Drawing Sheet Size and Format
3.	ASME Y14.5	Geometric Dimensioning and Tolerancing

C. American Welding Society (AWS)

1.	AWS D1.6	Structural Welding Code for Stainless Steel

D. National Institute of Building Sciences (NIBS)

1.	NCS	United States National CAD Standard

1.03 DEFINITIONS

A. Acronyms

1.	Tracy Fish Collection Facility	TFCF
2.	Contracting Officer Representative	COR
3.	Statement of Work	SOW

4. Contracting Officer CO
5. Ethylene Propylene Diene Monomer EPDM

1.04 ADMINISTRATIVE REQUIREMENTS

A. The Contractor shall provide all equipment, supplies, management, supervision, personnel, and transportation.

B. The Contractor shall ensure all work uses quality workmanship that meets current industry performance standards and standards specified in this statement of work (SOW).

C. Administration of this contract shall be by the Contracting Officer's Representative (COR) appointed by the Government.

D. Contractor communication and coordination of work shall be through the COR.

E. The only person that has the authority to modify the terms of the contract or request work for which compensation will be provided is a CO.

F. If the Contractor receives a request from Government personnel directing or requesting work that the contractor believes is not within the terms of the SOW or the contract, then the Contractor must notify the CO of the request.

G. Contract modifications are subject to the terms contained within these contract documents unless otherwise stated.

H. Contractor shall provide a point of contact: name, title, telephone number and email address during normal working hours for the government to schedule work under this contract.

I. Type of Contract – This will be a firm-fixed price purchase order.

PART 2 DELIVERABLES

2.01 SUBMITTAL REQUIRMENTS

A. Drawings:

1. Minimum Identification in Title Block:
   a. Contract number and title.
   b. Contractor's or supplier's title and drawing number.
   c. Date.
2. Reserve 3- by 3-inch space next to title block for review stamps.
3. Size: D size (22 inches by 34 inches) as defined by ASME Y14.1.

4. Draw to scale using computer drafting or drafting equipment, unless otherwise specified.
    a. Computer drafted drawings:
        1) In accordance with National Institute of Building Sciences (NIBS) National CAD Standard (NCS).
        2) Electronic file format: Compatible with AUTOCAD, Version 2018 or later.
        3) Compile using “eTransmit” utility in AUTOCAD.
    b. Drawing prepared with drafting equipment, when allowed: Lettering shall be neat.
5. Drawings Designated as “Government Format” in Specifications:
    a. Computer drafted.
    b. Government will provide electronic AutoCAD format template.
    c. Title block and sheet format:
        1) As shown on standard drawing 40-D-7102.
        2) Government will supply template.
        3) Government will supply specific title block information to be used.
6. As-Built Drawings:
    a. Electronic PDF Red-Green Mark-ups of AutoCAD Drawings (DWGs) listed in 2.04 Submittals.E.2.
    b. Government will supply electronic AutoCAD format template.
    c. Show as-built changes, including revision dates, made during installation. Indicate changes by clouding.
7. Electronic Files: Transmit in Government approved format via email.

B. Product Data:
1. Mark manufacturer's data for commercial products or equipment, such as catalog cut sheets. Submit via email.
    a. Identify manufacturer's name, type, model, size, and characteristics.
    b. Illustrate that product or equipment meets requirements of specifications.
    c. Mark items via red box to be furnished in a manner that will photocopy (no highlighter).
    d. Strike through items that do not apply.

C. Certifications:
1. Manufacturer’s certifications: Signed by authorized representative of manufacturer. Submit to COR via email.

2.02 SUBMITTALS PROCEDURES

A. Submit only checked submittals and Request For Information (RFI) via email to COR. Submittals without evidence of Contractor's approval will be returned for resubmission.

B. Submit complete sets of required materials for each clause as specified in Table 01 33 00A. - List of Submittals in Section 2.05. A complete set includes all listed items for reference submittal number(s) (RSNs) with multiple parts.

C. Submit number of sets specified in "No. of sets to be sent to:" columns in Table 01 33 00A. - List of Submittals in Section 2.05.

D. Include the following information in transmittal letters:

1. Contract number and title.
2. RSN for each attached submittal.
3. Responsible code.
4. Number of sets for each RSN.
5. Identify submittal as initial or resubmittal.

E. Resubmittal of submittals not approved:

1. Mark changes such that they are readily identifiable and show revision date.
2. Describe reasons for significant changes in transmittal letter.
3. Resubmit returned submittals within 7 days after receiving comments, unless otherwise directed.
4. Requirements for initial submittals apply to resubmittals.

F. More than 1 RSN may be submitted under a transmittal letter, provided responsible code is same.

2.03 REVIEW OF SUBMITTALS

A. Time Required:

1. Submittal review will require 14 days for review of each submittal or resubmittal, unless otherwise specified.
2. Time required for review of each submittal or resubmittal begins when complete sets of materials required for a particular RSN are received and extends through return mailing postmark date.

B. Time in Excess of Specified:

1. CO may extend contract completion date to allow additional time for completing work and delivery affected by excess review time.

a. Time extension will be to extent that excess review time caused delay to contract completion date.

b. Time extension will not exceed time used in excess of specified number of days for review of submittals or resubmittals.

c. Concurrent days of excess review time resulting from review of 2 or more separate submittals or resubmittals will be counted only once in extending contract delivery date.

2. No time extension will be allowed if Contractor fails to make complete action submittals in sequence and within time periods specified.

3. Adjustment for delay will be made only to extent that:

a. Approval was required under contract, and.

b. Requests for approval were properly and timely submitted and were approved.

4. Period of performance time adjustment will be subject to clause 52.212-4(f), Excusable Delays.

C. Return of Submittals:

1. Action Submittals: One set of submittals required for action will be returned either approved, approved with comments, or not approved.

a. Revise and resubmit submittals not approved.

b. Do not change designs without approval of CO after drawings, documentation, and technical data have been approved.

2. Informational Submittals: Government will acknowledge Informational submittals.

a. Informational submittals will not be returned when they satisfy contract requirements.

b. Informational submittals that do not satisfy contract requirements may be returned for resubmittal or additional information may be requested.

2.04 SUBMITTALS

A. Project Schedule

1. The Contractor shall provide a schedule outlining the major elements of work for approval. This schedule includes

a. Submittals

b. Fabrication

c. Material lead time

2. Delivery of the fish bucket shall be completed by the date listed in Period of Performance. The schedule shall be submitted to the Government via email in PDF format.

B. Welder Certifications for approval, prior to fabrication of fish sampling bucket

1. Certify welders, welding operators, welding process, and welds in accordance with American Welding Society (AWS) D1.6.

C. Fabricated Fish Bucket

1. Contractor shall fabricate a fish count bucket in accordance with the following DWGs: 863-208-63238, 863-208-63239, 863-208-63240, and 863-208-63241.
2. Materials shall be stainless steel 316L unless otherwise noted.
3. Welds shall be made and tested in accordance with AWS D1.6 Structural Welding Code for Stainless Steel

D. Spare Parts

1. Contractor shall manufacture and supply two (2) additional spare rubber gasket for the end part of the cone valve
2. Gasket material shall be suitable for brackish water, such as ethylene propylene diene monomer (EPDM) rubber or equivalent.
3. Gasket material shall be suitable for temperature ranges 45 °F to 80 °F such as EPDM rubber or equivalent.

E. Final Drawings

1. Bill of Materials
2. Red-Green Mark ups of the following DWGs:
   a. 863-208-63238
   b. 863-208-63239
   c. 863-208-63240
   d. 863-208-63241
3. Shop Drawings
4. Drawings shall include:
   a. Weld Symbols
   b. Tolerances
   c. And Material call outs for materials other than 316L Stainless Steel

2.05 DELIVERABLE TABLE:

Table 01 33 00A. - List of Submittals

PARA	Clause or Section Title	Due date or delivery time	Type	Responsible code
2.04.A	Project Schedule	Within 14 days after period of performance effective date	Action	COR
2.04.B	Welder Certifications	Within 14 days after Project Schedule Approval	Action	COR
2.04.C And 2.04.D	Delivery of Fabricated Fish Sampling Bucket And Spare Parts	Within 120 days after Project Schedule Approval	Action	COR
2.04.E	As-Built Drawings and Documents	Within 14 days after Delivery of Fish Sampling Bucket	Informational	COR and CGB-250

2.06 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall deliver to the TFCF. All fabricated equipment are subject to inspection and approval by the COR. Delivery of any equipment utilized to meet the general requirements of this contract shall be coordinated with the COR. The Contractor is responsible for delivery, between the hours of 8:00 am to 2:00 pm Monday through Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor shall notify the COR of delivery dates 7 days prior to expected delivery.

B. The Contractor is fully responsible for the performance and quality of work delivered by subcontractors. Reclamation must be notified promptly if a subcontractor or contractor fails to meet performance expectations or task order schedules.

C. Contractor shall clarify any missing details or questions as needed.

D. Material shall be stored in a dry place, protected from the elements. Rubber or plastic materials shall be protected from exposure to sunlight.

E. Delivered fabricated fish count bucket shall be free from blisters, loose mill scale, excessive rust, grease, sand, dirt, and other foreign materials.

PART 3 PLACE OF PERFORMANCE

A. The fabricated bucket shall be delivered to the Tracy Fish Collection Facility. The Facility will be located at 6525 Lindemann Rd, Byron, CA 94514. The Contractor shall notify the COR when the delivery shall take place. The Contractor shall coordinate with the COR regarding delivery date and methods.

B. Site Visit – A site visit will be conducted at the TFCF, located at the address listed above. The visit is scheduled for **June 23, 2026, at 10:00 a.m. PDT** and is intended to provide interested offerors with an opportunity to observe the work site and become familiar with existing conditions.

While advance RSVP is encouraged to help estimate attendance, it is not required. Walk-in participants will be accommodated provided they arrive at the designated time and location. RSVPs may be submitted to Steven Teves at steven_teves@ios.doi.gov.

The site visit is open to all interested parties and free of charge. Attendees are expected to exercise appropriate caution and adhere to any on-site safety guidance throughout the visit.

Non-attendance at the site visit does not relieve respondents of the responsibility to fully understand the solicitation requirements, including site conditions that may influence performance or cost. Offerors remain responsible for submitting a complete and accurate proposal.

PART 4 PERIOD OF PERFORMANCE

A. Period of performance to include preparatory work, approval of submittals, and delivery as necessary. The period of performance shall be 180 days from period of performance effective date. The COR must be notified, in writing, 7 days prior to increasing the duration of work or delivery.

PART 5 ATTACHMENT/TECHNICAL EXHIBIT LIST

Government Provided Documents.

A. Drawings:

Sheet No.	Drawing No.	Drawing Title
1	863-208-63238	Fish Sampling Bucket - Main Body
2	863-208-63239	Fish Sampling Bucket - Wire Mechanism
3	863-208-63240	Fish Sampling Bucket - Caster Details
4	863-208-63241	Fish Sampling Bucket - Lever Mechanism
5	40-D-7102	Government Drawing Format - Drawing Border, Sample Title Block, and Signature Lines

B. Other Documents

List of **Photos**; see below

Photo 1: General View of the Existing (Old) Fish Counting Bucket

Photo 2: Top View of Existing Old Fish Counting Bucket

C. BUY AMERICAN ACT CERTIFICATE

****<u>END OF STATEMENT OF WORK</u>****

CLAUSES

52.212-4 TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2026)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;
(2) Remedy the delay as quickly as possible; and
(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
(B) Affected contract number and delivery order number, if applicable;
(C) Affected line item or subline item, if applicable;
(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which

the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.
(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;
(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;
(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;
(5) Solicitation provisions incorporated in the solicitation;
(6) Other paragraphs of this clause;
(7) Other documents, exhibits, and attachments; and
(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.
(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not

require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

ADDENDUM TO 52.212-4

DOI-AAAP-0028 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS-INVOICE PROCESSING PLATFORM (IPP) (FEB 2021)

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

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

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

When submitting invoices to IPP, the Contractor is advised to upload supporting documentation that will allow Reclamation to verify that the products or services comply with the terms of the contract. The information in the uploaded documents should not conflict with the data fields in the IPP submissions (service dates, invoice number, etc.). Prior to submitting an invoice to IPP, the contractor may coordinate with the designated Contracting Officer's Representative (COR), for review and verification of 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.

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 Bank of St. Louis (FRBSTL) prior to the contract award date, but no more than 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 Clause)

CLAUSES INCORPORATED BY REFERENCE

This solicitation/contract incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov:

52.203-17	**CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)**
52.203-19	**PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)**
52.204-13	**SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (RFO DEVIATION)(MAR 2026)**
52.209-10	**PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015).**
52.209-6	**PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (RFO DEVIATION)(MAY 2026)**
52.219-6	**NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (RFO DEVIATION)(JAN 2026)**
52.222-3	**CONVICT LABOR (RFO DEVIATION)(MAY 2026)**
52.222-19	**CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (RFO DEVIATION)(MAY 2026)**
52.222-36	**EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (RFO DEVIATION)(MAY 2026)**
52.222-50	**COMBATING TRAFFICKING IN PERSONS (RFO DEVIATION)(MAY 2026)**
52.222-90	**ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (RFO DEVIATION)(MAY 2026)**
52.225-1	**BUY AMERICAN – SUPPLIES (OCT 2022)**
52.226-8	**ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)**
52.232-33	**PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)**
52.232-40	**PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)**

52.233-3	**PROTEST AFTER AWARD (AUG 1996)**
52.233-4	**APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**
52.240-91	**SECURITY PROHIBITIONS AND EXCLUSIONS (RFO DEVIATION)(MAR 2026)**
52.240-93	**BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (RFO DEVIATION)(MAR 2026)**
52.244-6	**SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (RFO DEVIATION)(MAY 2026)**

****END OF CLAUSES****

PROVISIONS

PROVISIONS INCORPORATED BY REFERENCE

This solicitation/contract incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov:

52.203-18	**PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017)**
52.204-7	**SYSTEM FOR AWARD MANAGEMENT (RFO DEVIATION)(MAR 2026)**
52.212-1	**INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (RFO DEVIATION)(MAR 2026)**
52.222-18	**CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2021)**
52.225-2	**BUY AMERICAN CERTIFICATE (OCT 2022)**
52.225-25	**PROHIBITION ON CONRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATION AND CERTIFICATIONS (JUN 2020)**
52.240-90	**SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (RFO DEVIATION)(MAR 2026)**

ADDENDUM TO 52.212-1

This addendum replaces the term “offer” with “quote” within the provision at 52.212-1.

QUOTE SUBMITTAL INSTRUCTIONS

NOTE: The Government will award from this solicitation to the responsible quoter whose quote conforms to the solicitation that will result in the best value to the Government, price and other factors considered.

Quoters are required to submit the following information **with** their quotation:

(a) Quotes may be submitted via electronic mail only. Submit signed and dated quote at or before 3:00 p.m., Pacific Daylight Time, July 01, 2026. To send quote via electronic mail all documents must be emailed to steven_teves@ios.doi.gov

(b) The quoter is required to prepare a detailed quote with enough information to enable the Government to perform a technical evaluation of the proposed Fish Counting Bucket Replacement, ensuring the product meets the solicitation's statement of work. Quoters shall submit, at a minimum, the following documents with quotes:

1. Completed quote pricing schedule (page 5)
2. Technical Approach Document (see evaluation criteria at 52.212-2).
3. Prior Experience Document (see evaluation criteria at 52.212-2).
4. The quoter verifies by submission of this quote that their representation and certifications in SAM have been entered or updated in the last 12 months, and are current, accurate, complete, and applicable to this solicitation.

(c) The Government anticipates selecting the best-valued Contractor from initial responses, without engaging in exchanges with Contractors. Contractors are strongly encouraged to submit their best technical solutions and price in response to this RFQ.

(d) Once the Government determines the Contractor that provides the best value (i.e. the apparent successful contractor), the Government reserves the right to communicate with only that Contractor to address any remaining issues, if necessary, and finalize a purchase order with the Contractor. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined pertinent at the sole discretion of the Government, the Government reserves the right to communicate with the next best-valued Contractor based on the original analysis and address any remaining issues.

(End of Quote Submittal Instructions)

END OF ADDENDUM 52.212-1

52.212-2 EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2026)

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

1. Technical Approach – Discuss Contractor's technical ability and method of performance to provide the requirements described in the Statement of Work.

2. Past Performance – The quoter's Contractor Performance Assessment Reporting System (CPARS) record will be reviewed. Those without a record of relevant past performance or for

whom information on past performance is not available, the quoter will be rated neutral and shall not have past performance evaluated favorably or unfavorably.

3. Prior Experience –Demonstrate the company's five years of experience in providing similar project requirements described in the Statement of Work. Experience should include at least two relevant projects within the last five years.

Provide the following information for each listed prior experience reference:

- Contract Number
- Description of the Work
- Contract Amount
- Service Period of Performance
- Point of contact information must include the name, address and phone number(s) or email addresses of the acquiring Government agency or commercial customer.

4. Price – Prices will be evaluated for fair and reasonableness in accordance with FAR 12.204.

Award will be made based on comparative evaluation of quotes source selection method.

(End of Provision)

DIAR 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 PROVISIONS****