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
140R2026Q0053

6. SOLICITATION ISSUE DATE
06/09/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
Sherry Heibeck

b. TELEPHONE NUMBER *(No collect calls)*
9169786188

8. OFFER DUE DATE/ LOCAL TIME
07/09/2026 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 [X] UNRESTRICTED OR [ ] SET ASIDE: % 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): 541380

SIZE STANDARD: $19

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
[X] REQUEST FOR QUOTE (RFQ) [ ] INVITATION FOR BID (IFB) [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

Bureau of Reclamation
Division of Environmental Affairs

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)*
Sherry L. Heibeck

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 This Blanket Purchase Agreement (BPA) covers requirements for laboratory analysis of soil, sediment, and water samples for inorganic and organic parameters in accordance with, but not limited to, the tests stated in the Price Schedule. That samples may be collected throughout the sates of California, Oregon and Nevada. Please see Performance Work Statement for detailed description of the services covered and for the ordering procedures under this BPA. Review quote instructions under FAR 52.212-1. To provide a quote, please fill in the unit prices for each year for the services that your company provides on the Price Schedule to perform various laboratory tests. Reclamation understands that not every vendor can perform every test listed in each category: organic water, soil and sediment and inorganic water, soil and sediment. Period of Performance: 09/01/2026 to 08/31/2031				

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

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

This is a combined synopsis/solicitation for commercial services prepared in accordance with the format in Part 12, and additional information included in this notice. The Bureau of Reclamation intends to award up to five (5) Firm Fixed Price, Blanket Purchase Agreements (BPA) for Organic, Inorganic, Water, Soil and Sediment Laboratory Testing in response to the solicitation. This announcement constitutes the only solicitation. Quotes are being requested and a separate written solicitation will not be issued. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2026-01 as of 3/13/2026.

This requirement is being solicited as open market with no set aside and will be awarded on a Best Value Basis in accordance with FAR 12.203.

The Government intends to award up to five BPAs, of which at least three BPA awards to small businesses will be contemplated.

GENERAL INFORMATION

RFQ Number: 140R2026Q0053

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

North American Industry Classification Code (NAICS): 541380 **Size Standard:** $19.0M

Quotes are due no later than 3:00pm PDT on Thursday July 9, 2026.

Quotes shall be emailed to Sherry Heibeck at sherry_heibeck@ios.doi.gov. Receipt of all quotes will be acknowledged. If you do not receive and acknowledgement, you should assume that your quote has *not* been received and you should contact the Contract Specialist listed above.

Quoters must be registered in System for Award Management (www.SAM.gov) by the closing date of the solicitation in order to be considered for award. SAM is an official website of the U.S Government and there is no cost to register in SAM.

OFFEROR'S BUSINESS INFORMATION/ PRICING SCHEDULE

Business Name: _____

Business Address: _____

Agency Point of Contact: _____

POC Phone No. & Email: _____

SAM UEID/Cage Code: _____

Business Size (select one): __ Large __Small (SB) __WOSB __SDVOSB
__ VOSB __SDB __HUBZone __8(a) __ISBEE

PRICE SCHEDULE

Please see Attachment D – Price Schedule BPA Labs and fill out pricing for each test type for each year.

The Price Schedule is broken down into the following categories:

Inorganic Parameters in Water
Organic Parameters in Water
Inorganic Parameters in Soil
Organic Parameters in Soil

**Reclamation understands that not all vendors can provide all laboratory services listed. Please fill in the categories that apply to your lab or all if your lab can perform all analyses.

Please see further instructions for quote submission under Provision 52.212-1 on page **26** of this document.

Documents necessary for quote submission are as follows:

1. Completed / filled out Pages 3 of this document (Business Information)
2. Completed/ filled out Price Schedule.
3. Provide Location of Laboratory and copy of Environmental Laboratory certification for the state the lab is located in.
4. Provide Capability Statement
5. Offerors **must** be registered in System for Award Management (SAM.gov) with completed Representations and Certifications, to be considered for award.

IMPORTANT INFORMATION

BE SURE TO READ FAR 52.212-1, INSTRUCTIONS TO OFFERORS, AND FAR 52.212-2, EVALUATION FACTORS. IF GUIDELINES ARE NOT FOLLOWED AS SET FORTH IN 52.212-1 YOUR OFFER COULD BE CONSIDERED NON-RESPONSIVE.

PERFORMANCE WORK STATEMENT

Laboratory Analysis of Environmental Soil and Water Samples
Date: March 31, 2026

1. GENERAL DESCRIPTION: The Contractor shall provide all necessary and qualified personnel, facilities, equipment, transportation and materials required to provide Laboratory Analysis of inorganic or organic parameters in sediment, soil, or water. This Blanket Purchase Agreement (BPA) shall cover requirements for laboratory analysis of sediment, soil, or water samples for inorganic or organic parameters in accordance with, but not limited to, the tests stated in the pricing schedule. The samples may be collected throughout the states of California, Oregon and Nevada.

2. PRODUCTS: Reclamation will be responsible for supplying and delivering the samples to the Contractor. The Contractor shall analyze the samples using approved Environmental Protection Agency (EPA) or other approved methods and report the results of the analysis to Reclamation.

3. LOCATION OF SERVICES: Samples shall be collected from California, Oregon and Nevada by Reclamation and delivered to the contractor's facility.

4. GENERAL REQUIREMENTS:

   A. Laboratories must be certified by the State of California Water Resources Control Board or other State Certification if laboratory is not in California and will be required to provide a copy of their Certificate of Environmental Laboratory Accreditation (ELAP or similar).

   B. If an award is offered, the laboratory must submit to and pass an in-person Quality Assurance (QA) Laboratory Audit (Attachment #A) by CGB-157 personnel and receiving an acceptable review of the laboratory's QA Manual, round-robin performance evaluation samples, and reporting limits.

   C. The laboratory or satellite office should be in California to accommodate sample delivery from the Bureau of Reclamation's California Great Basin Office, which is in Sacramento, CA. Preference will be given to laboratories located in Sacramento, Redding and/or Fresno, CA as these cities are located near sampling locations and laboratories in these areas will facilitate delivery of short holding time samples.

   D. The laboratory must analyze USBR samples in the batches requested on the Chain of Custody.

   E. The laboratory must follow the USBR QA section guidelines for re-analysis:

      i The USBR QA section will incorporate blind external Quality Control (QC) samples as an external laboratory check. The USBR QA section also evaluates sample results against historical data to determine if a result is an outlier.

      ii If QC samples results fail acceptable criteria or if a result is a historical outlier, the QA section will request re-analysis of the sample(s). The re-analysis request will provide a confirmation range and a bracket of samples to re-analyze if the laboratory cannot confirm the original result.

      iii If the laboratory confirms the original result(s), USBR will pay for the re-analysis. If the laboratory does not confirm the original result, there will be **no charge** to USBR for the re-analyzing of the sample(s).

      iv If the laboratory does not confirm the original result, the laboratory must re-analyze the bracket of samples at **no additional cost** to USBR.

   F. To meet the required turn-around times, the laboratory is responsible for assessing whether re-analysis confirmed the original result and determine if additional bracket analysis is necessary.

   G. The laboratory must meet the following turn-around times:
      i Initial analysis – 3 week turn-around time.
      ii 1st set of re-analysis – 2 week turn-around time.
      iii 2nd set of re-analysis – 1 week turn-around time.

H. The laboratory must analyze the samples within the parameter's holding time. If the laboratory does not analyze the samples within the parameter's holding time and re-sampling must occur, the laboratory must analyze the newly submitted samples at **no cost** to USBR and must analyze the newly submitted samples within a one week turn-around time.

I. The laboratory must provide Level 1 certified bottles for all sampling events upon request.

J. The laboratory shall participate in annual performance testing studies and demonstrate acceptable analytical performance by analyzing the samples for these studies.

K. The contractor shall submit an electronic copy of the data report and an electronic data deliverable (EDD) conforming to the specifications indicated in Attachment B to the appropriate Program Office via the following email accounts: **To be determined at time of award.**

   The EDD must follow the formatting and content shown in Attachments B and C. In general, the EDD shall include at a minimum the laboratory name, laboratory report number, laboratory report date, laboratory sample number(s), field identification number(s), date/time analyzed, analyte name, additional analyte information, analyte CAS, sample result, result unit, analytical method, reporting limit, reporting limit unit, minimum detection limit, minimum detection limit unit, sample dilution factor, and laboratory QC name.

L. Preference will be given to contractors that can provide analysis of analytes with listed "Maximum Reporting Limit" Contractors will be compared based on how many of the methods they utilize, the RLs for those methods (listed RL must be a minimum of 3 times the MRL) and the cost of analysis.

M. The laboratory <u>shall not charge</u> USBR for the performance evaluation samples submitted by USBR as part of the audit.

N. All laboratory analysis must be conducted in-house. The laboratory may not sub-contract USBR samples for analysis without approval from the USBR QA section.

O. The laboratory shall supply acceptable MDL studies for the parameters listed in the pricing schedule.

P. If specified, the laboratory shall report results between the MDL and the RL on the laboratory report (commonly called "J" flagged results).

5. THE BPA ORDERING PROCESS: As requirements are determined by the Government to be appropriate for ordering under this BPA materialize, the government may issue Requests for Quotations (RFQs) to the BPA Holder(s). The RFQs will include the following: 1) a Statement of Work describing the work to be performed; 2) any special contractual requirements that will apply to the order, to include delivery requirements/performance schedules; and 3) quotation preparation and submittal instructions.

6. MINIMUMS AND MAXIMUMS: The Government is obligated only to the extent of authorized purchases made under this BPA. No work is guaranteed under the BPA. Therefore, there is no minimum dollar value of work that will be ordered by the government under this BPA. The maximum dollar value for this BPA will be $400,000.00 for five (5) years.

7. BPA ORDER LIMITATIONS: Each order issued under this BPA will be for an amount exceeding $0.00 but not more than $400,000.00 per year.

8. ORDERING OFFICES: Orders for services will support the following offices: The USBR Environmental Monitoring and Assessment Branch (CGB-157), Central California Area Office (CCAO) and Klamath Basin Area Office (KBAO).

9. AUTHORIZED CALLERS: Limited to any warranted Contracting Officer in the California Great Basin Region. Orders under this BPA will be awarded by USBR Acquisition Services Office (CGB-3800) at the request of the applicable USBR personnel.

10. PERIOD OF PERFORMANCE: The BPA Setup will be for a period of 5 years from September 1, 2026 through August 31, 2031.

11. FIRM FIXED PRICE: Orders placed under this BPA will be firm fixed price. Price quotations will include all costs associated with performance of the required service, to include all labor, materials, travel, per diem, and any other direct, indirect or incidental costs necessary for performance of the services ordered. Unless the order is modified in writing (e.g. there is a change in the scope of services ordered), the funded amount will not be adjusted. The cost breakdown furnished with the price quotation is for information purposes only, so that the Government may verify that the lump sum price being quoted conforms with the agreed to rate established on the BPA.

12. INVOICING: **One** itemized invoice shall be submitted **monthly** for all services rendered during that calendar month. Itemization should list each analysis performed, the USBR field IDs analyzed, and the laboratory report that contained the results. The invoices must be submitted through IPP.gov for proper payment.

13. QUALITY ASSURANCE SURVEILLANCE PLAN: The plan is one evaluation method the government uses to perform surveillance to determine whether the Contractor meets the standards of performance as defined in the PWS. The absence of a QASP for any contract requirement, however, shall not detract from its enforceability or limit the rights or remedies of the government under any other provision of the contract in determining the quality of the Contractor performance.

PERFORMANCE REQUIREMENT SUMMARY

Performance Requirement	Acceptable Quality Level	Means of Measurement
Analysis	Initial analysis performed within 3 weeks, 98% of the time.	Contracting Officer Representative (COR) will review and confirm the timeliness of the samples

Resampling/Reanalysis	1st set of re-analysis – 2 week turn-around time, 98% of the time. 2nd set of re-analysis – 1 week turn-around time, 98% of the time.	COR will review and confirm the timeliness of the samples

END OF PWS

SOLICITATION CLAUSES

"System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM."

52.252-2	Clauses Incorporated by Reference	FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation: https://www.acquisition.gov/far
FAR Overhaul Parts & Agency Deviations - FAR Overhaul - FAR Part Deviation Guidance | Acquisition.GOV
Department of the Interior Acquisition Regulation: https://acquisition.gov/diar

The following clauses are hereby incorporated by reference:

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

52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)

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

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (RFO Deviation) (Mar 2026)

52-204-13 System for Award Management Maintenance (RFO Deviation) (Mar 2026)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Or Proposed for Debarment (RFO Deviation) (May 2026)

52.209-7 Information Regarding Responsibility Matters (RFO Deviation) (May 2026)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (RFO Deviation)

(May 2026)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (RFO Deviation) (May 2026).

52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (RFO Deviation) (Mar 2026)

52.219-8 Utilization of Small Business Concerns (RFO Deviation) (Jan 2026)

52.219-28 Post Award Small Business Program Representation (RFO Deviation) (Jan 2026)

52.222-3 Convict Labor (RFO Deviation) (May 2026)

52.222-35 Equal Opportunity for Veterans (RFO Deviation) (May 2026)

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)

52.222-41 Service Contract Labor Standards (RFO Deviation) (May 2026)

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

This Statement is for Information Only:
Employee Class Monetary Wage—Fringe Benefits
30210 – Laboratory Technician GS5 - $45,155.00 - $58,702.00

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 for Contractor Workers Under E.O. 14026 (RFO Deviation) (May 2026).

52.222-62, Paid Sick Leave Under Executive Order 13706 (RFO Deviation) (May 2026)

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

52.223-23 Sustainable Products and Services (Deviation Feb 2025) (May 2024)

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)

52.242-13 Bankruptcy (Jul 1995)

52.242-15 Stop Work Order (Aug 1989)

52.244-6 Subcontracts for Commercial Products and Commercial Services (Oct 2025)

(End of Clause)

52.252-6	**AUTHORIZED DEVIATIONS IN CLAUSES**	**NOV 2020**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
(b) FAR Deviation Statement: The Civilian Agency Acquisition Council (CAAC) Letter 2025-02 Supplement 1 is applicable to this acquisition. The CAAC letter may be accessed electronically at this address: https://www.acquisition.gov/caac-letters.

(End of clause)

52.240-91	**SECURITY PROHIBITIONS AND EXCLUSIONS**	**MAR 2026**

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
    (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
    (ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
    (i) Of that equipment; or
    (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).
(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—
(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.
(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.
(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.
(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.
(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.
(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).
(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).
(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).
(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International

Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of Clause)

DOI-AAAP-0028	ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM	OCT 2025

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:

The contractor must upload a copy of their invoice and supporting documentation to IPP.gov 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 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)

DIAR 1452.201-70	AUTHORITIES AND DELEGATIONS	SEPT 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 provided 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 having 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)

WBR 1452.201-80	**CONTRACTING OFFICER'S REPRESENTATIVE'S AUTHORITIES AND LIMITATIONS – BUREAU OF RECLAMATION**	**MAY 2018**

(a) Performance of the work under this contract shall be subject to the technical direction of the Reclamation Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without
limitation:
(1) Inspecting and accepting or rejecting work performed under the contract.
(2) Representing the Government in technical phases of the work. The COR is responsible for the technical administration of the contract and will provide instructions and interpretations to the Contractor on all technical matters relating to the contract. The COR will supervise or oversee all Government technical and administrative personnel assigned to assist the COR.
(3) Reviewing and, where required by the contract, approving submittals of technical data, shop drawings, samples, literature, plans, or other data required to be delivered by the Contractor to the Government.
(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the CORs 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)

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 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.

(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 system (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 obliged 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 their employees performing work for the contractor) are reminded of the following obligations with respect to the treatment of classified information and the use of

unclassified government information technology systems:

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

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

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

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

(c) Reserved
(d) Reserved
(e) Reserved
(f) Reserved

(End of Clause)

DOI-AAAP-0050 (V3)	CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM	DEC 2015

1) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
2) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
3) We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.
4) When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems

requirements, and training information for CPARS is available at https://www.cpars.gov/.

5) Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/.

   a) Contractor Representatives may then provide comments in response to the evaluation or return the evaluation without comment.
   b) Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.
   c) All information provided should be reviewed for accuracy prior to submission.

   d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.
   e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as “Pending” with or without comments and whether or not it has been closed.
   f) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

6) The following guidelines apply concerning your use of the past performance evaluation:
   a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.
   b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to people 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 Clause)

<u>END OF CLAUSES**</u>**

ATTACHMENTS

1. Attachment A – PWS Audit Process
2. Attachment B – EDD Specification 1.22.2026
3. Attachment C – EDD Example – updated 1.22.2026
4. Attachment D – Price Schedule BPA Labs
5. Attachment E – DOL Wage Determination

SOLICITATION PROVISIONS

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Provisions – https://www.acquisition.gov/far/
FAR Overhaul Parts & Agency Deviations - FAR Overhaul - FAR Part Deviation Guidance | Acquisition.GOV
Department of the Interior Acquisition Regulation: https://www.acquisition.gov/diar

The following provisions are hereby incorporated by reference:

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

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)

52.203-18 Prohibition on Contracting with Entities That Require Certain Internal Confidentiality Agreement or Statements – Representation (Jan 2017)

52.204-7 System for Award Management (RFO Deviation) (Mar 2026)

52.209-7 Information Regarding Responsibility Matters (Mar 2026)

52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (Mar 2026)

52.229-11 Tax on Certain Foreign Procurements – Notice and Representation (Oct 2025)

(End of Provision)

52.240-90	SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS	MAR 2026

(a) *Definitions.* As used in this provision-—

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.
Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

> (i) To restrict the free flow of unbiased information in Iran; or
> (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.

(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) *FASCSA Orders*.

> (i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
> (ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
> (iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.
(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

> (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
> (ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
> (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

> (i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
> (ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
> (iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure*.
(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;
(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
(vii) Whether alternative products or services are available that would be compliant with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	NOV 2020

(a) The use in this solicitation or contract 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) FAR Deviation Statement: The Civilian Agency Acquisition Council (CAAC) Letter 2025-02 Supplement 1 is applicable to this acquisition. The CAAC letter may be accessed electronically at this address: https://www.acquisition.gov/caac-letters.

(End of Provision)

52.212-1	ADDENDUM INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	MAR 2026

This addendum replaces the term "offer" with "quote" within provision 52.212-1.

Paragraph (b), entitled "Submission of Quotes"
Quotes must be submitted via electronic mail only. Submit signed and dated quote on or before the quote due date, **3:00 PM (PDT), THURSDAY, JULY 09, 2026** to Sherry Heibeck at sherry_heibeck@ios.doi.gov.

Vendors shall submit at a minimum the following documents with your quote:

1. Completed / filled out Pages 3 of this document (Business Information)
2. Completed/ filled out Price Schedule.
3. Provide Location of Laboratory and copy of Environmental Laboratory certification for the state the lab is located in.
4. Provide Capability Statement
5. Offerors **must** be registered in System for Award Management (SAM.gov) with completed Representations and Certifications, to be considered for award.

(End of Provision)

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

(a) The Government may award up to five (5) firm-fixed price Blanket Purchase Agreements from this solicitation to the responsible Offeror's whose offer conforming to the solicitation will be the most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate quotes:

Factor 1 – Price - All quoted prices will be reviewed for price reasonableness and any instances of unbalanced price, using price analysis techniques.

Factor 2 – Approved Lab: In order to receive an award, the laboratory must be approved by the Bureau of Reclamation's Environmental Monitoring and Assessment Branch (CGB-157). Approval will include but not be limited to passing a Quality Assurance (QA) Audit (Attachment #2) and receiving an acceptable review of the laboratory's QA Manual, round-robin performance evaluation samples, and reporting limits. State Environmental Lab Certification or similar certification will be required and reviewed.

Factor 3 – Location: The laboratory or a satellite office should be located within the geographical area of the Bureau of Reclamation (USBR) Interior Region 10, California-Great Basin to accommodate sample delivery. Preference will be given to laboratories in the Sacramento, Redding, and Fresno areas as these areas are located near sampling locations; laboratories in these areas will facilitate the delivery of short holding time samples.

Factor 4 – Past Performance: Data to verify past performance will be obtained from CPARS, SAM.gov, Contracting Officer's knowledge of a previous experience with services being acquired, customer surveys, and any other reasonable basis.

(b) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offerors within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

52.216-1	TYPE OF CONTRACT	APR 1984

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

(End of Provision)

52.233-2	SERVICE OF PROTECT DEPARTMENT OF THE INTERIOR (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 *Bureau of Reclamation, 2800 Cottage Way, Sacramento, CA 95825.*

(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)

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 it is 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 Provision)

END OF PROVISIONS

RESPONSE DATE AND CONTACT INFORMATION

Offers Due: ***June 09, 2026***
3:00 PM Pacific Time

Contact Info: *Sherry Heibeck*
Email: sherry_heibeck@ios.doi.gov