LEAVENWORTH NATIONAL FISH HATCHERY

SURFACE WATER INTAKE FISH SCREENS AND FISH PASSAGE PHASE II PIPE REHABILITATION

Columbia Basin Project, Washington

Columbia Pacific-Northwest – Region 9

Solicitation No. 140R1026R0001

U.S. Department of the Interior

Specifications
June 2026

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

LEAVENWORTH NATIONAL FISH HATCHERY SURFACE WATER INTAKE FISH SCREENS AND FISH PASSAGE PROJECT

PHASE II PIPELINE REHABILITATION

COLUMBIA BASIN PROJECT - WASHINGTON

FOREWORD

Work is located approximately 4 miles southwest of Leavenworth, Washington, in Chelan County. Work is for rehabilitating and replacing existing pipeline.

Principal components of the work include the following:

1. Installation of a parallel pipeline on US Fish and Wildlife Service Land.
2. Installation of equipment vaults, electrical work, replacing valves on US Fish and Wildlife Service Land.

PRE-PROPOSAL SITE VISIT: SEE SECTION L FOR SITE VISIT INFORMATION. ATTENDEES ARE TO PROVIDE AND WEAR SAFETY BOOTS, HARD HATS, AND SAFETY VESTS.

FOR DATE AND TIME PROPOSALS ARE DUE, SEE "SOLICITATION, OFFER, AND AWARD," STANDARD FORM 1442.

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

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SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140R1026R0001	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 07/07/2026	PAGE 1 OF 3 PAGES

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0044037102	6. PROJECT NO.

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

9. FOR INFORMATION CALL	a. NAME Nicole Feeman	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 0000000000

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

Project Title: Leavenworth Fish Hatchery SWISP Phase II

This solicitation is issued as a total small business set-aside.

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

The contractor shall complete the work in accordance with H.4 Commencement, Prosecution, and Completion of Work (Apr 1984).

The final date for contractor Questions and Answers is 4:00 PM Mountain Daylight Time (MDT), on July 29, 2026. No contractor questions will be accepted after this date and time. Please direct all questions to the Contracting Officer Lance Fleming at lance_fleming@ios.doi.gov and the Contract Specialist Nicole Feeman at nicole_feeman@ios.doi.gov.

A site visit has been scheduled for July 22, 2026, at 1:00 PM Pacific Daylight Time (PDT). Participants need to register with Logan Thompson at lthompson@usbr.gov. Participants will meet at Leavenworth

Continued...

11. The contractor shall begin performance within 10 calendar days and complete it within 701 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** H.4 Commencement, Prosecution ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1300 ***(hour)*** local time 08/12/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☐ is, ☒ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 0 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

CODE FACILITY CODE

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

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

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)*

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT

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

26. ADMINISTERED BY R10

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

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

Lance Fleming

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	National Fish Hatchery, 12790 Fish Hatchery Road, Leavenworth, WA 98826. Pre-registration will close on July 20, 2026, at 1:00 PM PDT. Please ensure company UEI number is reflected on the SF-1442. ***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 solutions, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications of Commercial Products and Commercial Services. Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM. *** Delivery: 08/31/2028 Delivery Location Code: 0011285551 Bureau of Reclamation-PN-CCAO Columbia Cascades Area Office 1917 Marsh Road Yakima WA 98901-2058 US Period of Performance: 09/30/2026 to 08/31/2028				
00010	Leavenworth Fish Hatchery SWISP Phase II (Price Schedule CLINS 1-24) Product/Service Code: Y1LC Product/Service Description: CONSTRUCTION OF TUNNELS AND SUBSURFACE STRUCTURES				

CONTINUATION OF

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

LEAVENWORTH NATIONAL FISH HATCHERY SURFACE WATER INTAKE FISH SCREENS AND FISH PASSAGE PROJECT
PHASE II PIPELINE REHABILITATION

COLUMBIA BASIN PROJECT - WASHINGTON

B.1 PRICE SCHEDULES

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

(1) Offerors shall complete the full Price Schedule. Offers submitted with an incomplete Price Schedule may be considered nonresponsive and not evaluated for award.

(2) Offers will be evaluated based on the best value to the Government and may not necessarily be the lowest total of the Price Schedule.

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

(c) Quantities in the Price Schedule are estimated quantities for comparison of offers only. Except as provided in the contract, no claim shall be made against the Government for overruns or underruns.

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

(e) Clauses and Provisions in this solicitation apply to all of the CLINs.

(f) Definitions:

(1) CLIN - Contract Line Item Number.

PRICE SCHEDULE

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
1	WBR 1452.232 -81	Mobilization and Preparatory Work	For the lump-sum of		$
2	01 31 30	Contract Document Management System	For the lump-sum of		$
3	02 41 10	Site Demolition	For the lump-sum of		$
4	02 82 20	Asbestos Inspection	For the lump-sum of		$
5	02 82 20	Asbestos-Containing Material Abatement	15 sq ft	$	$
6	03 30 00	Reinforced Concrete	14 cu yd	$	$
7	26 05 02	Complete Electrical System	For the lump-sum of		$
8	31 03 10	Diversion and Care of Water During Construction	For the lump-sum of		$
9	31 11 00	Clearing and Grubbing	1.75 acre	$	$
10	31 14 10	Stripping	7,800 sq yd	$	$
11	31 23 11	Excavation for Structures	750 cu yd	$	$
12	31 23 11	Earthwork for Pipe Trench	11,500 cu yd	$	$
13	31 23 11	Compacted Backfill about Structures	710 cu yd	$	$
14	31 23 11	Compacted Backfill about Pipe Trench	245 cu yd	$	$
15	32 12 00	Asphaltic Concrete Replacement	2,900 sq yd	$	$
16	32 15 10	Gravel Surfacing	52 cu yd	$	$

PRICE SCHEDULE

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
17	32 92 20	Seeding and Soil Supplements	1.75 acre	$	$
18	33 05 30	Control Valve Vault	For the lump-sum of		$
19	33 05 30	Flowmeter Vault	For the lump-sum of		$
20	33 09 12	Flowmeter	1 ea	$	$
21	33 11 18	HDPE Pressure Pipe	1,768 lin ft	$	$
22	35 21 95	Steel Piping	For the lump-sum of		$
23	35 22 14	Knife Gate Valve	1 ea	$	$
24	35 22 14	Valves and Equipment	For the lump-sum of		$

TOTAL FOR PRICE SCHEDULE $_____

END OF SECTION

SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

See Section J for the Specifications.

SECTION D PACKAGING AND MARKING

Section not used.

SECTION E INSPECTION AND ACCEPTANCE

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

SECTION F DELIVERIES AND PERFORMANCE

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $3,873.00 for each calendar day of delay until the work is completed or accepted.

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

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

SECTION G CONTRACT ADMINISTRATION

G.1. Government Point of Contact

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

Name: Nicole Feeman

Title: Contract Specialist

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

E-Mail: Nicole_feeman@ios.doi.gov

G.2. 1452.201-70 Authorities and Delegations (Sep 2011)

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

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

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

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

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

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

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

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

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

within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

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

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

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

G.3. DOI-AAAP-0028 Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (Feb 2021)

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

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

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice None.

Prior to submitting the invoice in IPP for payment, the contractor shall submit a copy of the invoice to the Government for review. Company Standard Invoice and Updated Schedule Reports in accordance with RSN 01 32 10-3 are required prior to IPP input.

The Contractor shall also submit an electronic copy of the IPP invoice to the cognizant Contract Specialist/Contracting Officer once the invoice has been submitted to IPP. Failure to email the invoice may cause significant delay or possible rejection of your payment request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (e)(1) through (e)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must -

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

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

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

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

(b) The conference will be held at USBR C-PN Regional Office or other location determined by the Contracting Officer. To be coordinated after NTP is issued.

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

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

H.2. Key Personnel Requirements – Bureau of Reclamation – C-PN Region (Feb 1995)

a. Certain skilled experience professional and/or technical personnel are essential for successful Contractor accomplishment of the work to be specified under this contract. These are defined as "Key Personnel" and are those persons whose resumes shall be submitted for evaluation in support of the contract. The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs b. and c. hereof.

b. The Contractor shall obtain the Contracting Officer's written approval to substitute for any key personnel should they become unavailable for performance of the contract for any continuous period in excess of 5 days. The Contractor shall consult with the Contracting Officer if any of the key personnel, in any way, plans or anticipates less effort to be contributed to the work than specified in the technical proposal incorporated herein. If Reclamation determines that the reduction of effort would be so substantial as to impair the successful prosecution of work it may request a change in personnel, termination of the effort, or other appropriate modification of the contract.

c. In addition to the above, the Contractor shall consult with the Contracting Officer if changes are to be made in key personnel previously committed to perform work in accordance with his proposal. No changes of key personnel shall be permitted without prior approval of the Contracting Officer. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitution, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed

substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof in writing.

H.3. Contractor Performance Assessment Reporting System (Dec 2015)

1) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

2) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

3) We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.

4) When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/.

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

a) Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.

b) Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.

c) All information provided should be reviewed for accuracy prior to submission.

d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.

e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as “Pending” with or without comments and whether or not it has been closed.

f) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

6) The following guidelines apply concerning your use of the past performance evaluation:

a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.

b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

c) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

7) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

8) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

H.4. Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 701 calendar days. The time stated for completion shall include final cleanup of the premises.

H.5. Variation in Estimated Quantity (Apr 1984)

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

granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

H.6. Preconstruction Conference (Feb 1995)

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

PART II CONTRACT CLAUSES

SECTION I CONTRACT CLAUSES

I.1. 52.252-2 Clauses Incorporated by Reference (Feb 1998) (DEVIATION May 2026)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations: https://www.acquisition.gov/browse/index/far Department of Interior Acquisition Regulations: https://www.acquisition.gov/diar

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

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

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

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

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

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

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

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

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

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

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

I.13. 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (DEVIATION Mar 2026)

I.14. 52.204-13 System for Award Management Maintenance (Oct 2018) (DEVIATION Mar 2026)

I.15. 52.204-14 Service Contract Reporting Requirements (Oct 2016) (DEVIATION Mar 2026)

I.16. 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014) (DEVIATION Mar 2026)

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

I.18. 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025) (DEVIATION May 2026)

I.19. 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (DEVIATION May 2026)

I.20. 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) (DEVIATION May 2026)

I.21. 52.215-2 Audit and Records – Negotiation (Jun 2020)

I.22. 52.215-8 Order of Precedence – Uniform Contract Format (Oct 1997)

I.23. 1452.215-70 Examination of Records by the Department of the Interior (Apr 1984)

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

I.24. 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Jun 2021)

I.25. 52.219-6 Notice of Total Small Business Set-Aside (Nov 2020) (DEVIATION Jan 2026)

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

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

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

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

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

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

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

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

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

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

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

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

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of

materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

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

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

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

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

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

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

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

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

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

I.29. 52.222-3 Convict Labor (Jun 2003) (DEVIATION May 2026)

I.30. 52.222-4 Contract Work Hours and Safety Standards – Overtime Compensation (May 2018) (DEVIATION May 2026)

I.31. 52.222-6 Construction Wage Rate Requirements (Aug 2018) (DEVIATION May 2026)

I.32. 52.222-7 Withholding of Funds (May 2014) (DEVIATION May 2026)

I.33. 52.222-8 Payrolls and Basic Records (Jul 2021) (DEVIATION May 2026)

I.34. 52.222-9 Apprentices and Trainees (Jul 2005) (DEVIATION May 2026)

I.35. 52.222-10 Compliance with Copeland Act Requirements (Feb 1988) (DEVIATION May 2026)

I.36. 52.222-11 Subcontracts (Labor Standards) (May 2014) (DEVIATION May 2026)

I.37. 52.222-12 Contract Termination – Debarment (May 2014) (DEVIATION May 2026)

I.38. 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014) (DEVIATION May 2026)

I.39. 52.222-14 Disputes Concerning Labor Standards (Feb 1988) (DEVIATION May 2026)

I.40. 52.222-15 Certification of Eligibility (May 2014) (DEVIATION May 2026)

I.41. 52.222-35 Equal Opportunity for Veterans (Jun 2020) (DEVIATION May 2026)

I.42. 52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020) (DEVIATION May 2026)

I.43. 52.222-37 Employment Reports on Veterans (Jun 2020) (DEVIATION May 2026)

I.44. 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (DEVIATION May 2026)

I.45. 52.222-50 Combating Trafficking of Persons (Nov 2021) (DEVIATION May 2026)

I.46. 52.222-54 Employment Eligibility Verification (Jan 2025) (DEVIATION May 2026)

I.47. 52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022) (DEVIATION May 2026)

I.48. 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022) (DEVIATION May 2026)

I.49. 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)

I.50. 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (May 2024) (DEVIATION May 2026)

I.51. 52.223-3 Hazardous Material Identification and Material Safety Data (Feb 2021), Alternate I (Jul 1995) (DEVIATION May 2026)

I.52. 52.223-5 Pollution Prevention and Right-to-Know Information (May 2024) (DEVIATION May 2026)

I.53. 52.223-23 Sustainable Products and Services (May 2024) (DEVIATION May 2026)

I.54. WBR 1452.223-80 Asbestos Free Warranty – Bureau of Reclamation (Aug 2021)

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

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

I.55. WBR 1452.223-81 Safety and Health – Bureau of Reclamation (Oct 2022)

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

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

The RSHS manual shall be obtained at:

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

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

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

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

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

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

I.56. 52.225-9 Buy American – Construction Materials (Oct 2022)

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

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

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

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

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

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

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if–

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

None

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

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

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

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

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

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

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

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is

unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*].			

[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]

[*Include other applicable supporting information.*]

I.57. 52.225-13 Restrictions on Certain Foreign Purchases (Feb 2021)

I.58. 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000) (DEVIATION Mar 2026)

I.59. 52.226-7 Drug-Free Workplace (May 2024) (DEVIATION Mar 2026)

I.60. 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (DEVIATION Mar 2026)

I.61. 52.227-1 Authorization and Consent (Jun 2020)

I.62. 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)

I.63. 52.227-4 Patent Indemnity – Construction Contracts (Dec 2007)

I.64. 52.227-17 Rights in Data – Special Works (Dec 2007)

I.65. 52.228-2 Additional Bond Security (Oct 1997)

I.66. 52.228-5 Insurance – Work on a Government Installation (Jan 1997)

I.67. 52.228-11 Individual Surety—Pledge of Assets (Feb 2021)

I.68. 52.228-12 Prospective Subcontract Requests for Bonds (Dec 2022)

I.69. 52.228-14 Irrevocable Letter of Credit (Nov 2014)

I.70. 52.228-15 Performance and Payment Bonds – Construction (Jun 2020)

I.71. 1452.228-70 Liability Insurance – Department of the Interior (Jul 1996)

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

$200,000.00 each person

$500,000.00 each occurrence

$100,000.00 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

I.72. 52.229-3 Federal, State, and Local Taxes (Feb 2013) (DEVIATION Jan 2026)

I.73. 52.229-11 Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020) (DEVIATION Jan 2026)

I.74. 52.229-12 Tax on Certain Foreign Procurements (Feb 2021) (DEVIATION Jan 2026)

I.75. Notice of Washington State Sales and Use Tax – Bureau of Reclamation – C-PN Region (Feb 1995)

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

I.76. 52.232-5 Payment under Fixed-Price Construction Contracts (May 2014)

I.77. 52.232-17 Interest (May 2014)

I.78. 52.232-23 Assignment of Claims (May 2014)

I.79. 52.232-27 Prompt Payment for Construction Contracts (Jan 2017)

I.80. 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (Oct 2018)

I.81. 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)

I.82. 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

I.83. WBR 1452.232-81 Payment for Mobilization and Preparatory Work – Bureau of Reclamation (Mar 2022), Alternate I (Mar 2022)

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

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

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

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

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

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

(b) Facilities and equipment covered by mobilization work.

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

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

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

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

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

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

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

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

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

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

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

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

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

I.84. 52.233-1 Disputes (May 2014), Alternate I (Dec 1991)

I.85. 52.233-3 Protest After Award (Aug 1996)

I.86. 52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)

I.87. 52.236-2 Differing Site Conditions (Apr 1984) (DEVIATION Jan 2026)

I.88. 52.236-3 Site Investigation and Conditions Affecting Work (Apr 1984) (DEVIATION Jan 2026)

I.89. 52.236-5 Material and Workmanship (Apr 1984) (DEVIATION Jan 2026)

I.90. 52.236-6 Superintendence by the Contractor (Apr 1984) (DEVIATION Jan 2026)

I.91. 52.236-7 Permits and Responsibilities (Nov 1991) (DEVIATION Jan 2026)

I.92. 52.236-8 Other Contracts (Apr 1984) (DEVIATION Jan 2026)

I.93. 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984) (DEVIATION Jan 2026)

I.94. 52.236-10 Operation and Storage Areas (Apr 1984) (DEVIATION Jan 2026)

I.95. 52.236-11 Use and Possession Prior to Completion (Apr 1984) (DEVIATION Jan 2026)

I.96. 52.236-12 Cleaning Up (Apr 1984) (DEVIATION Jan 2026)

I.97. 52.236-13 Accident Prevention (Nov 1991), Alternate I (Nov 1991) (DEVIATION Jan 2026)

I.98. 52.236-14 Availability and Use of Utility Services (Apr 1984) (DEVIATION Jan 2026)

I.99. 52.236-16 Quantity Surveys (Apr 1984), Alternate I (Apr 1984) (DEVIATION Jan 2026)

I.100. 52.236-17 Layout of Work (Apr 1984) (DEVIATION Jan 2026)

I.101. 52.236-21 Specifications and Drawings for Construction (Feb 1997), Alternate II (Apr 1984) (DEVIATION Jan 2026)

I.102. WBR 1452.236-84 Preservation of Cultural Resources – Bureau of Reclamation (Mar 2022)

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I.103. WBR 1452.237-80 Security Requirements – Bureau of Reclamation (Mar 2022)

(a) General Security Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Information Security Requirements.

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

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

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

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

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

(2) Classified Information.

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

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

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

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

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

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

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

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

(c) Reserved

(d) Reserved

(e) Reserved

(f) Reserved

I.104. Implementation of Security Requirements – Construction Contract – Bureau of Reclamation – C-PN Region (Aug 2010)

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

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

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

(d) *Facility-specific Policies and Procedures*. The contractor shall comply with Leavenworth National Fish Hatchery procedures for on-site employees and contractors.

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

I.105. 52.240-91 Security Prohibitions and Exclusions (DEVIATION Mar 2026)

I.106. 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (DEVIATION Mar 2026)

I.107. 52.242-13 Bankruptcy (Jul 1995)

I.108. 52.243-4 Changes (Jun 2007) (DEVIATION Jan 2026)

I.109. 52.243-6 Change Order Accounting (Apr 1984) (DEVIATION Jan 2026)

I.110. WBR 1452.243-80, Modification Proposals – Bureau of Reclamation (Mar 2022) – Alternate II (Mar 2022)

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

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

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

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

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

I.111. 52.244-2 Subcontracts (Jun 2020) (DEVIATION May 2026)

I.112. 52.244-6 Subcontracts for Commercial Products and Commercial Services (Jan 2025) (DEVIATION May 2026)

I.113. 52.246-21 Warranty of Construction (Mar 1994), Alternate I (Apr 1984)

I.114. 52.248-3 Value Engineering – Construction (Oct 2020), Alternate I (Apr 1984)

I.115. 52.249-2 Termination for Convenience of the Government (Fixed Price) (Apr 2012), Alternate I (Sep 1996)

I.116. 52.249-10 Default (Fixed-Price Construction) (Apr 1984)

I.117. 52.252-6 Authorized Deviation in Clauses (Nov 2020) (DEVIATION May 2026)

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

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

I.118. 52.253-1 Computer Generated Forms (Jan 1991) (DEVIATION May 2026)

I.119. Contract Document Management System (CDMS)-CPN Region (Apr 2021)

(a) Definitions. As used in the clause-

Data means recorded information, regardless of form or the media on which it may be recorded.

The term included technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

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

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

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

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

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

(i) Termination for Convenience

(ii) Termination for Default

(iii) Suspension of Work

(iv) Surety Takeover Agreements

I.120. 1452.280-3 Indian Economic Enterprise Subcontracting Limitations (Feb 2021)

PART III LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J LIST OF ATTACHMENTS

J.1. Specifications (Separate Attachment, 558 pages)

J.2. Drawings (Separate Attachment, 46 pages)

J.3. Drawings Geology (Separate Attachment, 15 pages)

J.4. Wage Determination (Separate Attachment, 6 pages)

J.5. Past Performance Questionnaire (Separate Attachment, 6 pages)

PART IV REPRESENTATIONS AND INSTRUCTIONS

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

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

K.2. 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations - Representation (Nov 2015) (DEVIATION May 2026)

K.3. 52.209-5 Certification Regarding Responsibility Matters (Aug 2020) (DEVIATION May 2026)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(*1*) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability,

the liability is not finally determined until all judicial appeal rights have been exhausted.

(*2*) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has □ has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4. 52.209-7 Information Regarding Responsibility Matters (Oct 2018) (DEVIATION May 2026

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in–

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

K.5. 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016) (DEVIATION May 2026)

(a) The Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

K.6. 52.209-13 Violation of Arms Control Treaties or Agreements-Certification (Nov 2021) (DEVIATION May 2026)

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

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

__ (1) The Offeror certifies that–

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

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is

available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-

adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

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

(d) Do not submit an offer unless—

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

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

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

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

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

K.7. 52.225-25 Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications (Jun 2020)

K.8. 52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEVIATION Mar 2026)

K.9. 1452.280-4 Indian Economic Enterprise Representation (Feb 2021)

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

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

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1. 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998) (DEVIATION May 2026)

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

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

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

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

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

L.4. 52.215-1 Instructions to Offerors – Competitive Acquisitions (Nov 2021)

L.5. 52.215-16 Facilities Capital Cost of Money (Jun 2003)

L.6. 52.215-20 Requirement for Certified Cost or Pricing Data Information Other than Certified Cost or Pricing Data (Nov 2021)

L.7. 1452.215-71 Use and Disclosure of Proposal Information – Department of Interior (Apr 1984)

L.8. WBR 1452.215-80 Source Evaluation and Selection Procedures – Bureau of Reclamation (Mar 2021)

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

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

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

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

L.9. WBR 1452.215-81 General Proposal Instructions – Bureau of Reclamation (Mar 2021)

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

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

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

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

Volume	Title	Copies Required
I	Section A, Section B, Section K	1 – Hard Copy 1 – Electronic CD-ROM
II	Technical Proposal	1 – Hard Copy 1 – Electronic CD-ROM
III	Pricing Proposal: Section B	1 – Hard Copy 1 – Electronic CD-ROM

(1) Separation of volumes. All copies of each proposal volume (i.e., all copies of Volume I) are to be packaged individually and clearly marked to identify contents. The exterior of each package containing proposals shall be marked with the solicitation number, and the time and date for receipt of proposals and the name and address of the offeror, in order to prevent mishandling.

(2) Representations, certifications, and other offeror statements (Volume I). Volume I shall incorporate the other Volumes by reference, but shall not physically include them. It shall consist of:

(3) Separation of volumes. All hard copies of each proposal Volume (i.e., all copies of Volume I) are to be packaged individually and clearly marked to identify contents. The exterior of each package containing proposals shall be marked with the solicitation number, and the time and date for receipt of proposals and the name and address of the offeror, in order to prevent mishandling.

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

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

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

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

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

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

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

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

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

(9) All Electronic volume submissions shall be delivered via email only, thumb drives or any other memory storage device are not authorized. The offeror bears full responsibility for contents on electronic submissions to include adverse system corruption such as viruses, or programs, or any and all non-necessary proposal data.

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

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

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

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

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

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

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

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

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

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

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

(f) Volume II

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

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

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

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

(d) Executive Summary. The Executive Summary shall include a brief discussion of how the

required work will be performed and important highlights of the proposal.

(e) Volume II Page limit. Technical proposal shall not exceed 300 standard computer pages.

(f) Evaluation Factor Instructions:

FACTOR 1 – General Technical Plan: - Provide a Work Plan, as follows:

A. Work Plan (30 pages or less):

Provide an overall narrative work plan that correlates with the construction schedule. Supplement with conceptual drawing(s) and/or sketches, if applicable. At a minimum, include the following:

1. Sequencing
    a. Provide the details and reasoning that supports the project sequencing depicted in the Factor 2, Construction Schedule. Address the restrictions provided in specifications Section 01 14 12 Work Restrictions.

2. Protection of Work During Construction
    a. Provide the details, configuration, and assumptions used to develop the pricing and the Factor 2 Construction Schedule. Support the narrative by providing applicable figures and illustrations for temporary work features such temporary pumping system to facilitate tie-in construction to the existing pipeline.

3. Common Excavation and Earthwork
    a. Describe the plan, means, methods, equipment, materials, and sequence proposed for the required excavation for the pipeline and vaults.
    b. Describe the method for protecting existing adjacent structures, including but not limited to the Sand Settling Basin, during construction.
    c. Describe the plan, methods, safety features/precautions, and equipment proposed for working near in-use existing, parallel concrete cylinder pipeline.
    d. Describe the plan for removal and control of water. Describe proposed methods, materials, equipment, and sequencing.
    e. Describe the plan for stockpiling and processing of excavated materials and stockpiling imported materials. Describe proposed methods, equipment, sequencing, and areas to be used for stockpiles.
    f. Describe the equipment and methods for backfill placement and compaction.

4. Temporary Pumping System
    a. Describe the plan, means, methods, equipment, materials, and sequence proposed for temporary pumping system.
    b. Proposed methods shall clearly describe how the minimum required flow rate (20 cfs) will be met in accordance with specifications Section 01 14 12 Work Restrictions.

5. Existing Pipeline Tie-in
    a. Describe the plan, means, methods, equipment, and sequence proposed to tie into the existing concrete cylinder pipeline.

6. Vault Construction
    a. Describe the plan, means, methods, equipment, materials (e.g. cast-in-place or precast concrete) and sequence for the control valve and flowmeter vault construction.
        i. If cast-in-place concrete is proposed, discuss plan, means, methods, equipment, and sequence to establish formwork and concrete placement and any perceived concerns regarding excavation, how excavation surfaces may correlate to cast-in-place concrete volume, and the mitigation strategies that will be used to construct the concrete vault(s) effectively and efficiently.

7. Material Procurement
    a. Describe any perceived concerns relative to procurement of material such as HDPE pipe, steel pipe, valves, vaults, fish screens, pumps, pre-fabricated metal buildings, and any required lead-time items, as well as the mitigation strategies that will be used to maintain the Construction Schedule presented in Factor 2.

8. Risk mitigation
    a. Describe perceived areas of high construction risk and any associated mitigation strategies.
    b. Describe perceived areas of concern relative to environmental compliance and any associated mitigation strategies.

9. Schedule risk and recovery
    a. Describe how your approach to the project will minimize schedule risk and identify potential areas where schedule recovery may be possible if construction does not proceed as planned due to weather or differing site conditions.

FACTOR 2 – Construction Schedule: - Provide a construction schedule, as follows:

Construction Schedule (no page limit):

Include a construction schedule, using Critical Path Milestone (CPM) techniques, consistent with the requirements of specification Section 01 32 10, Construction Program. The schedule shall be easily identifiable within the proposal; with the ability to review as a separate requirement that is not dependent on other sections of the proposal. The purpose of this proposal requirement is to have offerors submit a CPM schedule in sufficient detail to allow for meaningful analysis and evaluation of the offeror's proposal without having to prepare a 100% complete contract-compliant schedule as described in Specification Section 01 32 10. Offerors do not need to comply with the full requirements of the "Construction

Program" clause in Specification Section 01 32 10 but shall include a networked bar chart (Gantt chart) showing the major items of work contained in the proposal, including their durations, anticipated start and finish dates, any float, and the logical relations of interface between activities. The draft schedule shall include at a minimum:

1. Submittal review and approval activities with durations that are critical to contract completion.
2. Material procurement including all design, manufacturing, and delivery time requirements.
3. Sequence and duration of construction activities to accomplish the work within the work restrictions identified in the specifications. Include appropriate level of detail for activity durations to demonstrate an understanding of the construction sequencing.
4. Clearly identify assumptions used to account for both typical and unusually severe weather impacts.
5. Clearly identify the critical path.
6. In addition to the bar chart and any other reports, provide the schedule database in electronic format.
7. Activity durations and logic ties must be in accordance with Section 01 32 10 requirements.
8. Provide a narrative report of the proposed schedule including resource constraints, assumptions, identify work performed by subcontractors and identify any material fabrication or procurement activities that may impact critical path.

For use in preparing your proposed schedule, and for our subsequent analysis of the technical proposals only, offerors can anticipate an Award date of approximately **September 30, 2026**, and a Notice to Proceed (NTP) date of **October 14, 2026.** This estimated award date is subject to change.

FACTOR 3 – Management Control Plan: - Provide a Management Control Plan, as follows:

A. Provide a detailed and project-specific Management Control Plan for execution of work (4 pages or less).

Include roles and responsibilities between the prime contractor, subcontractors, sub-consultants, material suppliers, and designers.

1. Provide a one-page organizational chart. Include significant subcontractors.

2. Describe how the proposed management team is qualified to manage this project and what previous experience they have which substantiates their qualifications by providing evidence of their relevant experience.
   a. Include resumes (limited to 3 pages per individual) with qualifying experience cover at least the last five years for the following positions:
      i. Project Manager.
      ii. Onsite Safety Representative.
      iii. Site Superintendent.
3. Describe the management team's issue resolution process and philosophy.
4. List whether the following work will be self-performed or subcontracted. If subcontracted, list the subcontractor.
   a. Earthwork - Common Excavation, Backfill, and Hauling
   b. Temporary Pumping System
   c. HDPE Pressure Pipe Installation
   d. Vault Installation
   e. Mechanical Item Installation
   f. Electrical and Controls Equipment

B. Describe (4 pages or less) no more than four (4) previous projects that have been completed during the past 10 years or are now on-going, that the offeror has performed – acting as the prime contractor that have had multiple subcontractors, suppliers, sub-consultants, and designers and required special management techniques. Provide examples of issues encountered in managing the work from multiple parties and how the issues were resolved.

C. Describe the quality control plan and implementation of the quality control plan for this project (2 pages or less). Include detailed information for any proposed subcontractor personnel that will be providing the quality control oversight. Include experience and qualifications to perform the required work.

FACTOR 4 – Past Performance:

Offerors shall have a Past Performance Questionnaire (PPQ), contained in Section J, completed and sent directly to the Contracting Officer & Contract Specialist by at least three (3) of the offeror's previous clients/owners. Offerors are strongly encouraged to inform previous clients of the importance of the questionnaires as it is a determining factor in rating the proposal. It is the offeror's responsibility to ensure that the government receives the requested questionnaires by the time and date specified in the solicitation for the receipt of proposals.

If an offeror intends on utilizing subcontractors to perform any of the work beyond supplying materials, PPQs shall be submitted on behalf of each proposed major subcontractor.

The Government may also use past performance information obtained by other sources than those identified by the offeror. The Government will utilize the Contractor Performance Assessment Rating System (CPARs) database located at http://www.cpars.gov for obtaining past performance information.

FACTOR 5 – Price Proposal: N/A for Technical proposal. Price Proposal to be submitted under Volume III.

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

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

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

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

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

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

(5) Pricing proposal breakdown. The offeror shall submit Section B of the contract Schedule (Schedule of Supplies and Services, found in Part I of this solicitation), including any attached Price Schedules noted in Section B, with its proposed total prices/costs for each Contract Line-Item Number (CLIN), including any options, and proposed unit price(s), if required. In addition, a total proposed price consisting of the sum of all contract line items (excluding options) shall be submitted.

(6) No cost or price information shall be included in any of the other proposal volumes.

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

L.10. Email Acknowledgement of Amendments, Modifications to Offers, and Withdrawals of Offers C-PN Region (Apr 2022)

(a) Definition. "Email submission" as used in this solicitation, means acknowledgment of amendments, modifications to offers, and withdrawals of offers, that are transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material. **(A COPY OF THE OFFER DOCUMENT ITSELF MAY NOT BE TRANSMITTED BY EMAIL TRANSMISSION).**

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

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

(d) Email submissions must contain the required signatures.

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

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

(1) Receipt of garbled or incomplete submission.

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

(3) Incompatibility between the sending and receiving equipment.

(4) Delay in transmission or receipt of submission.

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

(6) Illegibility of submission.

(7) Security of submission data.

L.11. 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Firm-fixed-price contract resulting from this solicitation.

L.12. 52.222-5 Construction Wage Requirements – Secondary Site of Work (May 2014) (DEVIATION May 2026)

L.13. 52.225-10 Notice of Buy American Requirement – Construction Materials (May 2014)

L.14. 52.228-1 Bid Guarantee (Sep 1996)

L.15. 52.232-13 Notice of Progress Payments (Apr 1984)

L.16. 1452.233-2 Service of Protest – Department of the Interior (Deviation) (Jul 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the address and official designated in block 7 of the Standard Form 1442 or block numbers 7 and 10 of the Standard Form 33. A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Assistant Solicitor for Procurement and Patents, Office of the Solicitor, Room 6511, U.S. Department of the Interior, 18th and C Streets, NW., Washington DC 20240.

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

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

L.17. WBR 1452.236-85 Instruction for Mobilization and Preparatory Work Schedule Line Item – Bureau of Reclamation (Mar 2022)

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

L.18. Site Visit Attendance Restriction – Bureau of Reclamation – C-PN Region (May 2004)

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

L.19. 52.252-3 Alterations in Solicitation (Apr 1984) (DEVIATION May 2026)

Portions of this solicitation are altered as follows:

All Amendments to the original Solicitation.

L.20. 52.252-5 Authorized Deviation in Provisions (Nov 2020) (DEVIATION May 2026)

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

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

SECTION M EVALUATION FACTORS FOR AWARD

M.1. WBR 1452.215-82 Evaluation Factors for Award – Quality Predominance – Bureau of Reclamation (Mar 2021)

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

(b) In the evaluation of proposals, all evaluation factors (listed in this provision) other than cost or price, when combined, are considered to be significantly more important than cost or price. The relative importance to be placed on the factors in relation to each other is contained in paragraph (e) of this provision. However, the degree of importance of cost or price may increase with the degree of non-cost or non-price equality between the proposals. If a proposal is determined by the contracting officer to be "technically unacceptable" as a result of evaluating all factors other than cost or price, the proposal may be rejected from further consideration. The contracting officer reserves the right to make award to other than the technically acceptable offeror with the lowest cost or price proposal if it is determined that the technical benefits of another offeror's proposal justify its higher cost or price. The contracting officer also reserves the right to make award to a lower-priced, lower-scored offeror if it is determined that the cost or price premium involved in awarding to a higher-rated, higher-priced offeror is not justified.

Since technical proposals are being solicited to obtain information to be used in the evaluation, the Government reserves the right to use information outside of the proposal to evaluate the capability of offerors and the value of offers.

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

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

FACTOR 1: General Technical Plan

FACTOR 2: Construction Schedule

FACTOR 3: Management Control Plan

FACTOR 4: Past Performance

FACTOR 5: Price Proposal

Evaluation Standards:

FACTOR 1 – General Technical Plan

Evaluation Standards:

- Offerors that propose construction activities that do not comply with the restrictions provided in specifications Section 01 14 12 Work Restrictions may result in a proposal deficiency for this evaluation factor.
- The Government will evaluate the depth, completeness and effectiveness of the offeror's proposed technical plan to ensure that the narrative demonstrates that the offeror, acting as the prime contractor, understands the principal components of the work identified in the specifications. Each element of the workplan identified is considered critical and will be evaluated equally by the Government for this factor.

FACTOR 2 – Construction Schedule

Evaluation Standards:

- The Government will rate more favorably, Construction Schedules that address risk mitigation and allow for more opportunities for schedule recovery in the event of unforeseen site conditions or severe winter weather.
- Offerors that propose construction activities that do not comply with the restrictions provided in specifications Section 01 14 12 Work Restrictions may result in a proposal deficiency for this evaluation factor.
- The Government will evaluate the depth, completeness and effectiveness of the offeror's proposed construction schedule to ensure that the narrative demonstrates that the offeror, acting as the prime contractor understands the principal components of the work identified in the specifications and the schedule requirements of the project.

FACTOR 3 – Management Control Plan:

Evaluation Standards: The Government will evaluate the depth, completeness and effectiveness of the offeror's proposed management control plan to rate the offeror's ability to accomplish required construction activities with multiple subcontractors within the required work windows. The Government will give greater consideration to information on those plans deemed most relevant to the effort described in this RFP.

FACTOR 4 – Past Performance:

Evaluation Standards: Past performance will be evaluated based on information received from:

1) responses to PPQs; 2) data independently obtained from the government and commercial sources (for example and not limited to, CPARS, FAPIIS, DUNS & Bradstreet Reports, & Fed Data Checks).

Offerors will be evaluated by the degree to which they have completed similar projects on schedule and the volume of performance issues. Information submitted regarding adverse performance problems will be considered, as well as mitigating circumstances.

The purpose of the past performance evaluation is to allow the Government to assess the offeror's ability to safely perform the work in a timely manner, and as required by the specifications, based on the offeror's demonstrated past performance history. Offerors without relevant past or present performance history, or whose performance record is so limited that an adjectival rating cannot be reasonably assigned shall receive the rating “Neutral," meaning the offeror is treated neither favorably nor unfavorably. During the evaluation of past performance, the Government may give greater consideration to information on contracts deemed most relevant to the effort described in this RFP.

FACTOR 5 – Price Proposal: N/A for Technical proposal.

Evaluation Standards: The price proposal will be evaluated for price reasonableness in accordance with FAR 15.404-1 and any instances of unbalanced pricing. The total price to be evaluated is the total price of all CLINs (1 through 24) contained in Section B.

(e) The relative importance of the factors listed in paragraph (d) of this provision is as follows: **Evaluation factors other than cost or price (Factors 1-4) when combined, are - significantly more important than cost or price (Factor 5). Factors 1-4 are of descending order of importance. Factor 1 being the most important factor and Factor 4 being the least important. In evaluating past performance, the government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this RFP.**

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

The solicitation contains the provision at L.4. 52.215-1 Instructions to Offerors – Competitive Acquisitions (Nov 2021). Paragraph (f) of the clause will not be tailored. Therefore, the standard terms and conditions for establishment of a competitive range will remain as follows:

52.215-1 (f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.