Nathaniel ‘Nat’ Washington Power Plant Turbine Repair

Grand Coulee Dam
Columbia Basin Project, Washington

Solicitation No. 140R1026B0004

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

SPECIFICATIONS

June 2026

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NATHANIEL 'NAT' WASHINGTON POWER PLANT
TURBINE REPAIR
Grand Coulee Dam
Columbia Basin Project, Washington

FOREWORD

Work is located at Grand Coulee Dam in Okanogan County, Washington.

Principal components of work to be performed under these specifications include work necessary to access and repair turbine runners and stay vanes in the Nathaniel 'Nat" Washington Power Plant, including construction of temporary scaffolding, inspection, weld preparation, welding, grinding, and coating.

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

FOR PROPOSAL DELIVERY INFORMATION, SEE "SOLICITATION, BID, 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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SECTION B – SUPPLIES OR SERVICES AND COSTS

NATHANIEL 'NAT' WASHINGTON POWER PLANT

TURBINE REPAIR

COLUMBIA BASIN PROJECT, WASHINGTON

B.1 PRICE SCHEDULE

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

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

(c) Quantities in the Price Schedule are estimated quantities for comparison of bids only. Except as provided in the contract clause at Section H. Clause Title Variation in Estimated Quantity, no claim shall be made against the Government for overruns or underruns.

(d) See the contract clause at WBR 1452.232-81 Alt III, Payment for Mobilization and Preparatory Work, for CLIN 1 of applicable Price Schedules.

(e) Definitions:

(1) CLIN – Contract Line Item Number

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140R1026B0004	2. TYPE OF SOLICITATION [X] SEALED BID (IFB) INVITATION FOR BID [ ] NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 06/17/2026	PAGE 1 OF 4 PAGES

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	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	Attention: 140R1026B0004 C/O PN 7300 Bureau of Reclamation 1150 N. Curtis Road, Ste. 100 Boise, ID 83706-1234

9. FOR INFORMATION CALL	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Arcia Fusi	(986) 213-3686

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: Grand Coulee Washington Power Plant (WWP) Turbine Repair Construction IDIQ.

This solicitation is for Full and Open Competition. This acquisition will be procured in accordance with FAR Part 14 Sealed Bidding.

The pricing information of the successful bidder shall be incorporated upon award of the contract.

The construction magnitude is $10,000,000.00 to $13,500,000.00.

It is anticipated this solicitation will result in award of a five (5) year INDEFINITE-DELIVERY INDEFINITE-QUANTITY (IDIQ) SINGLE AWARD TASK ORDER CONTRACT (SATOC), with Task Orders issued on a Firm Fixed Price basis.

Reference 52.216-19 regarding the minimum and/or maximum ordering limitations.

If the lowest responsible bidder is determined to be a large business under NAICS 238190, they will be

Continued...

11. The contractor shall begin performance within 10 calendar days and complete it within 1826 calendar days after receiving [X] award, [ ] notice to proceed. This performance period is [X] mandatory [ ] negotiable. ***(See*** Clause 52.211-10 ***).***

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
[X] YES [ ] NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 1300 ***(hour)*** local time 07/20/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee [X] is, [ ] is not required.

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

d. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

CODE FACILITY CODE

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

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

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

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

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

26. ADMINISTERED BY R10

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

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 0 *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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	requested to complete and agree on a Small Business Subcontracting Plan in accordance with FAR 52.219-9 Small Business Subcontracting Plan. Award will not be made to a bidder that does not comply with Small Business Subcontracting terms. The final date for Contractor Q&A is Friday July 3,2026 at 1500 Mountain Daylight Time. Contractor questions will not 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, Arcia Fusi at arcia_fusi@ios.doi.gov. Interested bidders are urged and expected to inspect the site where the work will be performed. (a) An organized site visit has been scheduled for Thursday June 25, 2026 at 10:00 AM Pacific Daylight Time (PDT). (b) Participants will meet at- Construction Engineering Group Office #1 Marina Way, Coulee Dam, WA 99116 and will travel from there to the location promptly at 10 am PDT. (c) Pre-registration of participants planning to attend the site visit is required. The points of contact for pre-registration are Johnathan Reid, his contact information is jreid@usbr.gov and (509)-633-3959, Jayme Jackson, jmjackson@usbr.gov (509)-633-3951. Pre-registration must be completed no later than Wednesday June 24, 2026 at 1000 AM PDT. If foreign national/s are expected to attend, offerors shall submit a copy of their passport information as early as possible. Offerors are advised that foreign national access may or may not be granted due to required security and background investigations, which can take from two weeks up to 30 days. To attend the site visit interested offers must adhere to the provision requirements located in L.26, Site Visit Attendance Restriction. Continued...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(d) To register, the below information needs to be provided to the point of contacts in paragraph (c): i. Company name. ii. Company address. iii. Company telephone number. iv. List of attendees. v. Attendee email addresses. Do not provide any Personally Identifiable Information (i.e. Social security numbers or birth dates). (e) A current driver's license is required at site check-in. (f) Attendees are required to bring Personal Protective Equipment (PPE). Appropriate PPE shall be worn throughout the duration of the site visit (i.e. hard hats, safety shoes, safety vests, and safety glasses). Please ensure company UEI number is reflected on the Bid cover sheet. Delivery: 1826 Days After Award Delivery Location Code: 0011285556 Bureau of Reclamation-PN-GCPO Grand Coulee - Receiving Hwy 155 - Warehouse B - Door 6 Industrial Area Grand Coulee WA 99133 US Period of Performance: 09/15/2026 to 09/15/2031				
00010	Nathaniel 'Nat' Washington Power Plant Turbine Repair IDIQ Grand Coulee Dam Columbia Basin Project, Washington (Price Schedules A-M All CLINS to be funded at the Task Order Level). Product/Service Code: H336 Product/Service Description: INSPECTION-SPECIAL INDUSTRY MACHINERY				

PRICE SCHEDULE A

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
A-1	WBR 1452.232 -81	G19 Mobilization and Preparatory Work	For the lump sum of		$
A-2	48 13 13	G19 Welding Repair of Turbine Runner	2500 pounds	$	$
A-3	48 13 13	G19 Finish Grinding of Hydraulic Profile for Turbine Runner	500 hours	$	$

TOTAL FOR PRICE SCHEDULE A $_____

PRICE SCHEDULE B

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
B-1	01 64 41	G19 Installation of Draft Tube Platform	For the lump sum of		$
B-2	09 96 20	G19 Coating of Turbine Runner	5700 square feet	$	$
B-3	02 82 10	G19 Asbestos Survey	For the lump sum of		$
B-4	02 82 20	G19 Removal and Disposal of Asbestos Containing Materials	825 square feet	$	$
B-5	09 96 20	G19 Abrasive Blasting of Turbine Stay Vanes for Examination	825 square feet	$	$
B-6	48 13 13	G19 Welding Repair of Turbine Stay Vanes	1000 pounds	$	$
B-7	48 13 13	G19 Finish Grinding of Hydraulic Profile for Turbine Stay Vanes	250 hours	$	$
B-8	09 96 20	G19 Coating of Turbine Stay Vanes	825 square feet	$	$
B-9	01 64 41	G19 Removal of Draft Tube Platform	For the lump sum of		$

TOTAL FOR PRICE SCHEDULE B $_____

PRICE SCHEDULE C

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
C-1	WBR 1452.232 -81	G20 Mobilization and Preparatory Work	For the lump sum of		$
C-2	48 13 13	G20 Welding Repair of Turbine Runner	2500 pounds	$	$
C-3	48 13 13	G20 Finish Grinding of Hydraulic Profile for Turbine Runner	500 hours	$	$

TOTAL FOR PRICE SCHEDULE C $_____

PRICE SCHEDULE D

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
D-1	01 64 41	G20 Installation of Draft Tube Platform	For the lump sum of		$
D-2	09 96 20	G20 Coating of Turbine Runner	5700 square feet	$	$
D-3	02 82 10	G20 Asbestos Survey	For the lump sum of		$
D-4	02 82 20	G20 Removal and Disposal of Asbestos Containing Materials	825 square feet	$	$
D-5	09 96 20	G20 Abrasive Blasting of Turbine Stay Vanes for Examination	825 square feet	$	$
D-6	48 13 13	G20 Welding Repair of Turbine Stay Vanes	1000 pounds	$	$
D-7	48 13 13	G20 Finish Grinding of Hydraulic Profile for Turbine Stay Vanes	250 hours	$	$
D-8	09 96 20	G20 Coating of Turbine Stay Vanes	825 square feet	$	$
D-9	01 64 41	G20 Removal of Draft Tube Platform	For the lump sum of		$

TOTAL FOR PRICE SCHEDULE D $_____

PRICE SCHEDULE E

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
E-1	WBR 1452.232 -81	G21 Mobilization and Preparatory Work	For the lump sum of		$
E-2	48 13 13	G21 Welding Repair of Turbine Runner	2500 pounds	$	$
E-3	48 13 13	G21 Finish Grinding of Hydraulic Profile for Turbine Runner	500 hours	$	$

TOTAL FOR PRICE SCHEDULE E $_____

PRICE SCHEDULE F

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
F-1	01 64 41	G21 Installation of Draft Tube Platform	For the lump sum of		$
F-2	09 96 20	G21 Coating of Turbine Runner	5700 square feet	$	$
F-3	02 82 10	G21 Asbestos Survey	For the lump sum of		$
F-4	02 82 20	G21 Removal and Disposal of Asbestos Containing Materials	825 square feet	$	$
F-5	09 96 20	G21 Abrasive Blasting of Turbine Stay Vanes for Examination	825 square feet	$	$
F-6	48 13 13	G21 Welding Repair of Turbine Stay Vanes	1000 pounds	$	$
F-7	48 13 13	G21 Finish Grinding of Hydraulic Profile for Turbine Stay Vanes	250 hours	$	$
F-8	09 96 20	G21 Coating of Turbine Stay Vanes	825 square feet	$	$
F-9	01 64 41	G21 Removal of Draft Tube Platform	For the lump sum of		$

TOTAL FOR PRICE SCHEDULE F $_____

PRICE SCHEDULE G

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
G-1	WBR 1452.232 -81	G22 Mobilization and Preparatory Work	For the lump sum of		$
G-2	48 13 13	G22 Welding Repair of Turbine Runner	1000 pounds	$	$
G-3	48 13 13	G22 Finish Grinding of Hydraulic Profile for Turbine Runner	500 hours	$	$

TOTAL FOR PRICE SCHEDULE G $_____

PRICE SCHEDULE H

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
H-1	01 64 41	G22 Installation of Draft Tube Platform	For the lump sum of		$
H-2	09 96 20	G22 Coating of Turbine Runner	6450 square feet	$	$
H-3	02 82 10	G22 Asbestos Survey	For the lump sum of		$
H-4	02 82 20	G22 Removal and Disposal of Asbestos Containing Materials	475 square feet	$	$
H-5	09 96 20	G22 Abrasive Blasting of Turbine Stay Vanes for Examination	475 square feet	$	$
H-6	48 13 13	G22 Welding Repair of Turbine Stay Vanes	1000 pounds	$	$
H-7	48 13 13	G22 Finish Grinding of Hydraulic Profile for Turbine Stay Vanes	250 hours	$	$
H-8	09 96 20	G22 Coating of Turbine Stay Vanes	475 square feet	$	$
H-9	01 64 41	G22 Removal of Draft Tube Platform	For the lump sum of		$

TOTAL FOR PRICE SCHEDULE H $_____

PRICE SCHEDULE I

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
I-1	WBR 1452.232 -81	G23 Mobilization and Preparatory Work	For the lump sum of		$
I-2	48 13 13	G23 Welding Repair of Turbine Runner	1000 pounds	$	$
I-3	48 13 13	G23 Finish Grinding of Hydraulic Profile for Turbine Runner	500 hours	$	$

TOTAL FOR PRICE SCHEDULE I $_____

PRICE SCHEDULE J

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
J-1	01 64 41	G23 Installation of Draft Tube Platform	For the lump sum of		$
J-2	09 96 20	G23 Coating of Turbine Runner	6450 square feet	$	$
J-3	02 82 10	G23 Asbestos Survey	For the lump sum of		$
J-4	02 82 20	G23 Removal and Disposal of Asbestos Containing Materials	475 square feet	$	$
J-5	09 96 20	G23 Abrasive Blasting of Turbine Stay Vanes for Examination	475 square feet	$	$
J-6	48 13 13	G23 Welding Repair of Turbine Stay Vanes	1000 pounds	$	$
J-7	48 13 13	G23 Finish Grinding of Hydraulic Profile for Turbine Stay Vanes	250 hours		
J-8	09 96 20	G23 Coating of Turbine Stay Vanes	475 square feet	$	$
J-9	01 64 41	G23 Removal of Draft Tube Platform	For the lump sum of		

TOTAL FOR PRICE SCHEDULE J $_____

PRICE SCHEDULE K

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
K-1	WBR 1452.232 -81	G24 Mobilization and Preparatory Work	For the lump sum of		$
K-2	48 13 13	G24 Welding Repair of Turbine Runner	1000 pounds	$	$
K-3	48 13 13	G24 Finish Grinding of Hydraulic Profile for Turbine Runner	500 hours	$	$

TOTAL FOR PRICE SCHEDULE K $_____

PRICE SCHEDULE L

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
L-1	01 64 41	G24 Installation of Draft Tube Platform	For the lump sum of		$
L-2	09 96 20	G24 Coating of Turbine Runner	6450 square feet	$	$
L-3	02 82 10	G24 Asbestos Survey	For the lump sum of		$
L-4	02 82 20	G24 Removal and Disposal of Asbestos Containing Materials	475 square feet	$	$
L-5	09 96 20	G24 Abrasive Blasting of Turbine Stay Vanes for Examination	475 square feet	$	$
L-6	48 13 13	G24 Welding Repair of Turbine Stay Vanes	1000 pounds	$	$
L-7	48 13 13	G24 Finish Grinding of Hydraulic Profile for Turbine Stay Vanes	250 hours		
L-8	09 96 20	G24 Coating of Turbine Stay Vanes	475 square feet	$	$
L-9	01 64 41	G24 Removal of Draft Tube Platform	For the lump sum of		

TOTAL FOR PRICE SCHEDULE L $_____

PRICE SCHEDULE M

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
M-1	01 64 41	Load Testing of G19-G21 Draft Tube Platform	For the lump sum of		$
M-2	01 64 41	Load Testing of G22-G24 Draft Tube Platform	For the lump sum of		$
M-3	01 31 30	G19-G24 Contract Document Management System	For the lump sum of		$

TOTAL FOR PRICE SCHEDULE M $_____

NOTES APPLICABLE TO SCHEDULE:

1. This contract is awarded for Turbine Runners Cavitation Repair -- Grand Coulee Washington Powerplant (WWP). This is a single award IDIQ contract and Task Orders placed against it are subject to the requirements of FAR 16.505(b)

2. The IDIQ Minimum amount (see section I) in accordance with FAR 52.216-22 (b), Indefinite Quantity is $ 2,500,000.00.

3. The IDIQ Maximum amount (see section I) in accordance with FAR 52.216-22 (b), Indefinite Quantity is $13,500,000.00.

4. The IDIQ Guaranteed Minimum amount is $ 2,500,000.00.

5. There is only one guaranteed minimum per contract and once it has been satisfied there is no further guaranteed minimum (e.g.; if the guaranteed minimum is met during the first Task Order of the contract, there is no follow on yearly guaranteed minimum for follow on Task Orders. Maximum Contract Amount: No single contract awarded under this solicitation will exceed $13,500,000.00 in total dollar value of all task orders placed in all years of this award.

6. * Denotes All inclusive price includes labor and incidentals. Vendor shall provide table specifically detailing fixed hourly rates including wages, overhead, general and administrative expenses, and profit for each labor category supporting this WPP Turbine Runners Cavitation Repair effort which reinforces Schedule A pricing.

END OF SUPPLIES OR SERVICES AND COSTS

SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

See Section J. - Section C Specifications are included as a separate attachment.

SECTION D PACKAGING AND MARKING

Section not used.

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 **$2,274.05** 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: Arcia Fusi

Title: Contract Specialist

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

Phone: (986) 213-3686

FAX: (208) 378-5108

E-Mail: arcia_fusi@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 into 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 Virtually via a Microsoft Teams meeting which will be scheduled post award / **TBD.**

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

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

H.2. Advance Notice of Deliveries or Visits to Reclamation Facilities by Foreign Nationals – Bureau of Reclamation – C-PN Region (Feb 2007)

(e.) General — Due to increased security requirements at our nation's facilities, before any foreign national (non-United States citizen) personnel may be allowed to visit or deliver material to any of the Bureau of Reclamation's Columbia-Pacific Northwest Regional dams, powerplants, or other facilities, contractors shall provide advance notice of any such planned visits. The following procedures shall be followed:

(1) Grand Coulee Dam and Power Office (GCPO) – i. Deliveries –

A. Before arranging for delivery of materials, equipment, or supplies to the GCPO warehouse, industrial area, or powerplants (Third, Left, Right, and Pump-Generating Plant), the Contractor shall send an advance signed notice of the delivery (as early as possible, but in no case no later than two business days before arrival at GCPO).

B. The advance notice must be on the Contractor's company letterhead, and identify the impending visit, showing who will be coming, the purpose of the visit, and both the date and the duration of the visit. The notice shall also contain the contract number and title, full name of the visitor, and the full name and phone number of the designated sponsor who will be physically responsible for escorting the visitor for the duration of the scheduled visit.

C. Send the notice to: GCPO Physical Security and the Contracting Officer's Representative (COR) (to be assigned upon award). E-mail notices can be sent to **jreid@usbr.gov.**

D. Upon arrival at GCPO, before being granted entry to the destination facility, the driver or delivery person will have to show both a bill of lading (confirming the shipping information provided in the notice), and proof of identity (with a picture identification card). GCPO personnel will escort and monitor the activities of the drivers at all times while in the facility.

ii. Visitors –

A. Before arranging for a visit to GCPO by a foreign national (non-United States citizen) for purposes other than covered by paragraph 1 above, the Contractor shall similarly provide advance notice of the impending visit (as early as possible, but in no case no later than 14 calendar days before arrival at GCPO).

B. The advance notice shall be on the Contractor's company letterhead, and identify the impending visit, showing who will be coming, the purpose of the visit, who the person(s) will be visiting, and both the date and the duration of the visit. The notice shall also contain the contract (or solicitation) number and title of the contract (or solicitation).

C. Send the notice to: GCPO Physical Security; and the Contracting Officer's Representative (COR) (to be assigned upon award). E-mail notices can be sent to **jreid@usbr.gov.**

(2) For visits or deliveries by foreign national personnel to other Columbia-Pacific Northwest (C-PN) Region dams, powerplants, and facilities, the Contractor shall follow the same procedures as above, however, send the notice to the following person: the Contracting Officer's Representative (COR) (to be assigned upon award).

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.

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.

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

For each Task Order issued against this IDIQ contract, 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. Period of Performance of this IDIQ is 5 years after award of the base contract. Task Orders will have stand alone Periods of Performance. No Task Orders will be placed after the base IDIQ expires.

(b) prosecute the work diligently, and

(c) complete the entire work ready for use by the completion date stated in the Task Order. The time stated for completion shall include final cleanup of the premises. Section 01 14 00 provides a tentative outage schedule. The contract period of performance is five years from the date of award in accordance with the terms and conditions provided Clause 52.216-18 "Ordering."

H.5. Procedures For Task Orders And Notice To Proceed

Task orders will be placed only by a Federally warranted Contracting Officer of the Bureau of Reclamation Pacific Northwest Region of the Department of Interior. Insurance and Performance and Payment Bonds will be required within 10 business days for each separate task order award. Notice to Proceed (NTP) will be issued after receipt and approval of the required performance and payment bonds and insurance.

H.6. Variation in Estimated Quantity

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.7. Preconstruction Conference

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)
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. 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)

I.11. 52.203-14 Display of Hotline Poster(s) (Nov 2021)

I.12. 52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)

I.13. 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

I.14. 1452.203-70 Restrictions on Endorsements – Department of the Interior (Jul 1996)

I.15. DOI-AAAP-0081 Security Requirements: Facility Access Information Technology (Aug 2016)

(a) All Contractor employees must have an "Enter on Duty" (EOD) approval issued by the Bureau Personnel Security Office (PSO) before they begin performing work on any Bureau

contract. The Contractor must ensure that all employees requesting an EOD are citizens of the United States of America, or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Immigration and Naturalization Service documentation and the employee must have resided in the United States for a minimum of 3 years. The EOD may be issued in advance of a completed Background Investigation and may be rescinded by the PSO at any time. However, all contractors who require network access are required to complete the identity proofing process, and must be able to obtain a successfully adjudicated National Criminal History Check (NCHC) and National Agency Check with Inquiries (NACI) of higher to stay on the contract.

(b) Starting Work – Contractor employees with an approved EOD may begin performing unsupervised work on Bureau contracts. To remain on the contract, the Contractor employees will need a completed favorable Background Investigation.

(c) Rescission of EOD – The PSO may rescind the EOD at any time. This may occur as the result of additional information obtained or the final results of the background investigation.

(d) Background Investigation – Contractor employees who will have unsupervised access to Bureau facilities, access to the Department of Interior (DOI) information technology (IT) systems or DOI data, or will develop custom applications, must have a favorably adjudicated background investigation from the Office of Personnel Management (OPM). Existing clearances at the same or higher level are acceptable upon the PSO's review and approval. If the employee does not already have a complete investigation, they must apply for one. The employee may begin work with an EOD, but must receive a favorable background investigation to continue working on the contract. The background investigation includes obtaining fingerprints through a USAccess Credentialing Center for an FBI criminal history and a credit report. Once the investigation has been scheduled by OPM, the Bureau will receive advance reports. If those reports are favorable, the Bureau PSO will issue the EOD. The type of background investigation required is based on the risk/sensitivity level designation. Citizenship requirements and guidance for determining the appropriate type of background investigation required for the designated risk/sensitivity level are contained in DOI Departmental Manual (DM) Part 441. The DM is available on the Internet at https://www.doi.gov/document-library/departmental-manual/441-dm-3-position-risk-and-sensitivity-level-designation.

(e) Electronic Questionnaire for Investigations Processing (e-QIP) – The Bureau uses the e-QIP for all background investigations or reinvestigations. To initiate an investigation, the Contractor, in collaboration with the COR, will complete and e-QIP Request Form. This request form is available through the COR. The COR will submit the completed request form to the Bureau PSO. The PSO will enter the information into e-QIP to either establish a new applicant profile or determine if an existing investigation that meets Bureau requirements is on file. The PSO will then contact the applicant to provide additional information and instructions. Generally, the Contractor is required to complete the following forms:

- e-QIP application (on-line)
- Fair Credit Release
- OF-306
- Fingerprints via USAccess Credentialing Centers

The Contractor shall complete the required background investigation forms and submit them to the PSO. The PSO shall determine if individuals meet the required background investigation standards and citizenship requirements, and then make a suitability determination. Minimum standards used in suitability determinations are contained in the DOI Departmental Manual Part 441. The Government will pay for any background investigations required for contractor employees. If the Contractor employee's background investigation is returned as unfavorable, the Government reserves the right to request reimbursement of the actual costs for the investigation from the Contractor.

(f) Reinvestigation – Contractor employees occupying high risk public trust positions must be reinvestigated every 5 years. A reinvestigation may be initiated prior to the normal periodic reinvestigation schedule when an individual's continued ability to meet the minimum background investigation standards is in question. The electronic fingerprints on file in the USAccess system will be electronically submitted to OPM for the reinvestigation. The PSO shall review the records and documentation and make the suitability determination.

(g) Disputes – In the event of a disagreement between the Contractor and the Government concerning the suitability of a particular employee to perform work under this contract, the Government has the right of final determination. Determinations under this requirement are subject to the Disputes Clause, FAR 52.233-1. Failure of the Contractor to comply with the requirements of this clause could constitute grounds for termination for default.

(h) Physical Security Requirements – DOI Access Cards.

(1) Contractor employees must have a DOI Access Card before being given unsupervised access to a Government facility.

(2) To gain unsupervised access to Government facilities, Contractor employees must present their DOI Access Card for examination by the security guard or electronically authenticate their DOI Access Card, as required. Contractor employees must keep their DOI Access Card in a shielded card holder, and visually display the card at all times while in the facility. Refusal or repeated neglect to display the DOI Access Card may result in limiting Contractor employee's access to Government facilities or revoking of authorized access.

(3) When a Contractor employee is no longer working under this award, the Contractor is responsible for returning all DOI Access Cards, keys, and other Government property issued to that employee. The Contractor shall coordinate all returns with the COR. The COR is responsible for ensuring the Contractor complies with these requirements. However, failure by the

Contractor to comply with these requirements may result in the Contractor's liability for all costs associated with correcting any resultant breech in building security.

(i) Issuance & Maintenance – DOI Access Cards

(1) Process: To obtain a DOI Access Card the COR will use the online DOIAccess System to initiate the access request. Contractor employees will receive email notifications to enroll at a USAccess Credentialing Center with two forms of identification, and after adjudication, a second email notification to pick up and activate their DOI Access Card. The Contractor employee shall schedule an enrollment appointment at a USAccess Center at least two weeks prior to the targeted EOD.

(2) Contractor Responsibilities: Contractor employees must complete actions in a timely manner to prepare for on-boarding and access to DOI network resources. The Contractor shall allow their personnel sufficient time to schedule and attend an enrollment appointment at the USAccess Center prior to the contract start date. If the Contractor employee's DOI Access Card becomes lost or stolen, the Contractor employee shall notify the COR immediately to request a new DOI Access Card.

(3) COR Responsibilities: The COR (or designated individual) and Contractor shall maintain a list of all Contractor employees who received a DOI Access Card, the date the card was issued, the date the electronic certificates expire (3 years from issue date), and the date the DOI Access Card expires (5 years from issued date). If the Contractor employee's DOI Access Card of certificates will expire before the contract is completed, the COR (or designated individual) and Contractor are responsible for ensuring that the Contractor employee visits a USAccess Center to update certificates on the existing card or obtain a new DOI Access Card. No later than one week prior to the DOI Access Card's certificate or card expiration, the COR (or designated individual) shall notify the Contractor that DOI Access Card actions are required. The COR (or designated individual) and the Contractor shall update their listing to reflect the new issue date, certificate expiration date and card expiration date.

(j) Information Technology Security Requirements.

(1)Training – If Contractor employees require access to any DOI/IT systems, the Contractor shall ensure its employees complete all Bureau/DOI required IT security training. The Contractor's employees shall complete this training before being granted access to Bureau/DOI data or being issued network access. The current training requirements are: (i) annual end-user IT Security Awareness, (ii) annual IT Resources Rules of Behavior, and (iii) annual Role-Based Security training for IT professionals. The Contractor shall comply with all Bureau/DOI IT security training requirements in effect during contract performance. The COR will notify the Contractor of all Bureau mandatory IT training. The Contractor shall submit training completion certificates to the COR for all required training. Failure to meet this training requirement may result in removal of the Contractor employee from the contract. The Bureau will determine if the Contractor can later return to the contract.

(2) Access to Contractor's Facilities for IT audit purposes – The Contractor shall afford Bureau and the Department of the Interior Office of Inspector General access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit that will safeguard against threats and hazards to the integrity, availability, and confidentiality of Government data or to the function of computer systems operated on behalf of the Government and to preserve evidence of computer crime. If the Contractor questions the Government employee's right to access its facilities, it should contact the CO for resolution.

(3) Contractor Location – Custom software development and outsourced operations shall be located in the United States to the maximum extent practical. If such services are proposed to be performed abroad, the Contractor shall provide an acceptable security plan that addresses the mitigation of problems related to communication, control, and protecting the confidentiality, integrity, and availability of IT systems and information.

(4) Applicable Standards – The Contractor shall follow all applicable Federal, DOI, and Bureau Bulletins, Directives, Guidelines, Manuals, Processing Standards, Memoranda, Policies and Standards, applicable OMB Memoranda, and all current National Institute of Standards & Technology (NIST) Special Publications. To comply with Federal Acquisition Regulation Subpart 39.101(d), Contractors shall use the common security configurations available from the NIST website at http://checklists.nist.gov. NIST documents are available on the internet at http://csrc.nist.gov/publications/PubsSPs.html. OMB Memoranda are available on the internet at http://www.whitehouse.gove/omb/memoranda/. The Contractor shall request copies of DOI and Bureau documents by contacting the COR.

(5) Incident Reporting – The Contractor shall immediately report computer security incidents affecting Bureau/DOI data and systems in accordance with the Bureau Computer Incident Response policy. The Contractor shall request copies of the Bureau Computer Incident Response policy by contacting the COR.

(6) Assessment and Authorization (A&A) and Continuous Monitoring – The Contractor shall comply with Bureau policy when developing, upgrading, modifying or supporting applications and/or systems that require A&A and Continuous Monitoring. The Contractor shall request copies of Bureau A&A policy by contacting the COR. The A&A requirement does not apply when the Contractor's employees merely access data or have "read only" access.

(k) Documentation – The Contractor shall document all work performed and ensure that the appropriate Assessment and Authorization (A&A) documents are updated to reflect the work performed and the current state of Bureau systems and networks. The Documentation requirement does not apply when the Contractor's employees merely access data or have "read only" access.

(l) Personnel Changes, Contractor Request – The Contractor shall immediately notify the COR and PSO when an employee is reassigned or leaves the Contractor's employment and prior to any termination. The Contractor must adhere to the Bureau or Office's mandatory exit clearance procedure. Once the COR has been notified that a Contractor employee is leaving the contract, the COR will initiate the exit clearance process in the DOIAccess System and forward to the Contractor the necessary instructions and form required to be completed prior to the Contractor's employee's departure. This form must be completed by the Contractor's employee and signed by both the Contractor's employee and the COR and then forwarded to the bureau/office specific program responsible for employee, volunteer, and contractor departures.
(m) Personnel Removal, Government Request – The Government retains the right to direct the Contractor to remove any prime or subcontractor personnel, regardless of prior clearance or background investigation adjudication status, whose actions, while assigned to this contract, clearly conflict with the security interests of the Government. The justification for the Government's direction to remove Contractor personnel will be documented and provided to the Contractor by the CO.

(n) Subcontract Inclusion – The requirements of this clause must be incorporated into any subcontract if the subcontractor's employee must have access to Bureau facilities.

I.16. 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011) (DEVIATION Mar 2026)

I.17. 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (DEVIATION Mar 2026)

I.18. 52.204-13 System for Award Management Maintenance (Oct 2018) (DEVIATION Mar 2026)

I.19. 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016)

(a) Definitions.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1-September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)

(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

I.20. 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014) (DEVIATION Mar 2026)

I.21. 1452.204-70 Release of Claims – Department of the Interior (Jul 1996)

I.22. 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025)

I.23. 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)

I.24. 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

I.25. 52.210-1 Market Research (Nov 2021) (DEVIATION Jan 2026)

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

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

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

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

I.30. 52.215-2 Audit and Records – Negotiation (Jun 2020)

I.31. 52.216-19 Order Limitations (1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **$ 2,500,000.00,** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of **$13,500,000.00**

(2) Any order for a combination of items in excess of **$13,500,000.00** or;

(3) A series of orders from the same ordering office within **5 years** that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part

of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **30 days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.32. 52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **5 Years from the date of contract award.**

I.33. 52.217-2 Cancellation Under Multi-year Contracts (Oct 1997)

I.34. 52.219-4 Notice of Price Evaluation for HUBZone Small Business Concerns (Oct 2022) (DEVIATION Jan 2026)

I.35. 52.219-8 Utilization of Small Business Concerns (Jan 2025) (DEVIATION Jan 2026)

I.36. 52.219-9 Small Business Subcontracting Plan (Jan 2025), Alternate I (Nov 2016) (DEVIATION Jan 2026)

SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2026)

(a) This clause does not apply to small business concerns.

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

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial products and commercial services sold by either the entire company or a portion thereof (*e.g.,* division, plant, or product line).

Commercial product means a product that satisfies the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101.

Commercial service means a service that satisfies the definition of "commercial service" in FAR 2.101.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Subcontracting Plan Reporting (SPR) means the electronic subcontracting reporting system at SAM.gov for small business subcontracting program reporting.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)

(1) The apparently low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), HUBZone small business, small disadvantaged business (SDB), and women-owned small business (WOSB) concerns. If the bidder is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The Contracting Officer shall include the plan in and make it a part of the resultant contract. The apparently low bidder shall submit the subcontracting plan within the timeframe specified by the Contracting Officer. If the Bidder fails to submit the subcontracting plan, then the Bidder shall not be eligible for the award of a contract.

(2)

(i) Unless the Contractor has reason to question the representations, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) Unless the Contractor has reason to question the representations, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or SDB in the System for Award Management (SAM) if—

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require that the subcontractor register in SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or SDB status.

(v) In order to be eligible as a VOSB, SDVOSB, HUBZone small business, or WOSB concern, subcontractor under a subcontracting plan, the small business must be certified by the Small Business Administration (SBA) as that socioeconomic status. SBA certifications are in the Small Business Search (SBS) website at https://search.certifications.sba.gov/.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 15 U.S.C. 657r(a), an Offeror that is a mentor with an SBA-approved mentor-protégé agreement (see 13 CFR 125.9) and awards a subcontract to its protégé may apply the costs incurred for training it provides to its protégé toward its subcontracting plan goals, if

the protégé is a covered territory business or the protégé's principal office is located in the Commonwealth of Puerto Rico. In accordance with 43 U.S.C. 1626—

(i) Count subcontracts awarded to an ANC or Indian tribe toward the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or SBA certification status of the ANC or Indian tribe; and

(ii) If one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, then the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contracting Officer will consider the Contractor that awarded the subcontract to the ANC or Indian tribe the designated Contractor.

(2) A statement of–

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (g) of this clause, to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with–

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns, including entities that are treated as small business concerns by statute for certain purposes (*e.g.,* ANCs, see 13 CFR 125.3(b)(2))) that receive subcontracts in excess of the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will–

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so the Government can determine the extent of compliance by the Contractor with the subcontracting plan;

(iii) Include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the SPR. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes

that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using SPR;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the SPR when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.,* SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if–

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services, or materials or obtain the performance of construction work as described in paragraph (d)(12) of this clause. The Contractor shall submit the written explanation to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the Contracting Officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor’s lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business,

small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Small Business Search (SBS) at https://search.certifications.sba.gov/.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in SPR for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be monitored in SPR by the agency that approved the plan. This report shall be submitted within 45 days after the end of the Government's fiscal year.

(h) The Contracting Officer will consider prior compliance of the Offeror with other such subcontracting plans under previous contracts in determining the responsibility of the Offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.109(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract is awarded under FAR part 12, Acquisition of Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at FAR

52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.

(k) The Contracting Officer will consider failure of the Contractor or subcontractor to comply in good faith with the clause of this contract entitled "Utilization Of Small Business Concerns," or an approved plan required by this clause, a material breach of the contract and may consider the failure in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based SPR. Do not include purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor in these reports. Treat subcontract awards by affiliates as subcontract awards by the Contractor. Limit subcontract award data reported by the Contractor and subcontractors to awards made to their immediate next-tier subcontractors. The Contractor and its subcontractors cannot take credit for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or SDB credit from an ANC or Indian tribe. Include in these reports only subcontracts involving performance in the United States or its outlying areas, with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 45 days of contract completion. Reports are due 45 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When notified of any anomaly, discrepancy, or error in the ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice.

(ii)

(A) When a subcontracting plan contains separate goals for the base period of the contract and each option, the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.302-1 or 19.301(e), the Contractor shall report its achievements on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, include these costs in this report.

(iv) In the case of a subcontract with a subcontracting plan, the responsibility to monitor the ISR belongs to the entity that awarded the subcontract.

(2) *SSR*.

(i) Reports submitted under individual subcontracting plans–

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.109(a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by November 14 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The responsibility to monitor SSRs in SPR, including SSRs submitted by subcontractors with subcontracting plans, belongs to the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) *Reports submitted under a commercial plan-*

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The responsibility to monitor SSRs for commercial plans belongs to the Government agency that approved the commercial plan.

I.37. 52.219-16 Liquidated Damages – Subcontracting Plan (Sep 2021) (DEVIATION Jan 2026)

I.38. 52.219-28 Postaward Small Business Program Rerepresentation (Jan 2025) (DEVIATION Jan 2026)

I.39. 52.222-3 Convict Labor (Jun 2003)

I.40. 52.222-4 Contract Work Hours and Safety Standards – Overtime Compensation (May 2018)

I.41. 52.222-6 Construction Wage Rate Requirements (Aug 2018)

I.42. 52.222-7 Withholding of Funds (May 2014)

I.43. 52.222-8 Payrolls and Basic Records (Jul 2021)

I.44. 52.222-9 Apprentices and Trainees (Jul 2005)

I.45. 52.222-10 Compliance with Copeland Act Requirements (Feb 1988)

I.46. 52.222-11 Subcontracts (Labor Standards) (May 2014)

I.47. 52.222-12 Contract Termination – Debarment (May 2014)

I.48. 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)

I.49. 52.222-14 Disputes Concerning Labor Standards (Feb 1988)

I.50. 52.222-15 Certification of Eligibility (May 2014)

I.51. 52.222-35 Equal Opportunity for Veterans (Jun 2020)

I.52. 52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020)

I.53. 52.222-37 Employment Reports on Veterans (Jun 2020)

I.54. 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

I.55. 52.222-50 Combating Trafficking of Persons (Nov 2021)

I.56. 52.222-54 Employment Eligibility Verification (Jan 2025)

I.57. 52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)

I.58. 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)

I.59. 52.222-90 Addressing DEI Discrimination by Federal Contractors

I.60. 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (May 2024) (DEVIATION FEB 2025)

I.61. 52.223-3 Hazardous Material Identification and Material Safety Data (Feb 2021), Alternate I (Jul 1995)

I.62. 52.223-5 Pollution Prevention and Right-to-Know Information (May 2024)

I.63. 52.223-23 Sustainable Products and Services (May 2024) (DEVIATION FEB 2025)

I.64. 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.65. 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.66. 52.225-11 Buy American - Construction Materials Under Trade Agreements (Nov 2023) Alternate I (Nov 2023)

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

Caribbean Basin country construction material means a construction material that—

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

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

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

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

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

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

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

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

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

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

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

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

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

Cost of components means—

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

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

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

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

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland,

Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

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

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

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

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

Domestic construction material means—

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.

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

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

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

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

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

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

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

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

Least developed country construction material means a construction material that-

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

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

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

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

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

WTO GPA country construction material means a construction material that-

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

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

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, United States-Mexico-Canada Agreement, and the Oman FTA apply to this acquisition. Therefore, the Buy American statute restrictions are waived for designated country construction materials other than Bahraini, Mexican, or Omani construction materials.

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate "none"]

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

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

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

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

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)*(1)* of this clause.

(3) The procedures in paragraph (b)(4)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.

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

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

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)*(1)* of this clause.

(3) The procedures in paragraph (b)(4)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.

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

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

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

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*]. [*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*] [*Include other applicable supporting information.*]			

[* *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.67. 52.225-13 Restrictions on Certain Foreign Purchases (Feb 2021)

I.68. 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000) (DEVIATION Mar 2026)

I.69. 52.226-7 Drug-Free Workplace (May 2024) (DEVIATION Mar 2026)

I.70. 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (DEVIATION Mar 2026)

I.71. 52.227-1 Authorization and Consent (Jun 2020)

I.72. 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)

I.73. 52.227-4 Patent Indemnity – Construction Contracts (Dec 2007)

I.74. 52.227-17 Rights in Data – Special Works (Dec 2007)

I.75. 52.228-2 Additional Bond Security (Oct 1997)

I.76. 52.228-5 Insurance – Work on a Government Installation (Jan 1997)

I.77. 52.228-11 Individual Surety—Pledge of Assets (Feb 2021)

I.78. 52.228-12 Prospective Subcontract Requests for Bonds (Dec 2022)

I.79. 52.228-14 Irrevocable Letter of Credit (Nov 2014)

I.80. 52.228-15 Performance and Payment Bonds – Construction (Jun 2020)

I.81. 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.82. 52.229-3 Federal, State, and Local Taxes (Feb 2013) (DEVIATION Jan 2026)

I.83. 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.84. 52.232-5 Payment under Fixed-Price Construction Contracts (May 2014)

I.85. 52.232-17 Interest (May 2014)

I.86. 52.232-23 Assignment of Claims (May 2014)

I.87. 52.232-27 Prompt Payment for Construction Contracts (Jan 2017)

I.88. 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (Oct 2018)

I.89. 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)

I.90. 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

I.91. WBR 1452.232-81 Payment for Mobilization and Preparatory Work – Bureau of Reclamation (Mar 2022), Alternate II (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 percent of the total original schedule amount on a schedule have been made by the Government for all other work accomplished under that schedule, the Government shall pay the Contractor percent of the mobilization and preparatory work schedule line item amount or percent of the total original schedule 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)(1) of this clause.

(4) When progress payments totaling five percent of the total original schedule amount on a schedule have been made by the Government for all other work accomplished under the schedule, the balance of the amount for the mobilization and preparatory work schedule line item or 50 percent of the total original schedule amount (whichever is the lower) shall be paid to the contractor.

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

I.92. Projection of Invoices – Bureau of Reclamation – C-PN Region (Mar 2000)

The contractor shall provide to the Contracting Officer a projection of the amounts for which it will submit invoices for payment, ***on a monthly basis***. The contractor shall update this projection each month, and provide the updated projection with its invoice. (If no invoice is submitted for a particular month, then an update is not required.)

I.93. 52.233-1 Disputes (May 2014), Alternate I (Dec 1991)

I.94. 52.233-3 Protest After Award (Aug 1996)

I.95. 52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)

I.96. 52.236-2 Differing Site Conditions (Apr 1984) (DEVIATION Jan 2026)

I.97. 52.236-3 Site Investigation and Conditions Affecting Work (Apr 1984) (DEVIATION Jan 2026)

I.98. 52.236-5 Material and Workmanship (Apr 1984) (DEVIATION Jan 2026)

I.99. 52.236-6 Superintendence by the Contractor (Apr 1984) (DEVIATION Jan 2026)

I.100. 52.236-7 Permits and Responsibilities (Nov 1991) (DEVIATION Jan 2026)

I.101. 52.236-8 Other Contracts (Apr 1984) (DEVIATION Jan 2026)

I.102. 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984) (DEVIATION Jan 2026)

I.103. 52.236-10 Operation and Storage Areas (Apr 1984) (DEVIATION Jan 2026)

I.104. 52.236-11 Use and Possession Prior to Completion (Apr 1984) (DEVIATION Jan 2026)

I.105. 52.236-12 Cleaning Up (Apr 1984) (DEVIATION Jan 2026)

I.106. 52.236-13 Accident Prevention (Nov 1991), Alternate I (Nov 1991) (DEVIATION Jan 2026)

I.107. 52.236-14 Availability and Use of Utility Services (Apr 1984) (DEVIATION Jan 2026)

I.108. 52.236-16 Quantity Surveys (Apr 1984), Alternate I (Apr 1984) (DEVIATION Jan 2026)

I.109. 52.236-17 Layout of Work (Apr 1984) (DEVIATION Jan 2026)

I.110. 52.236-21 Specifications and Drawings for Construction (Feb 1997), Alternate I (Apr 1984) (DEVIATION Jan 2026)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference

between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Contracting Officer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor’s approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government’s reasons therefor. Any work done before such approval shall be at the Contractor’s risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) of this clause.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an

appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

I.111. 52.240-91 Security Prohibitions and Exclusions (Dec 2025)

I.112. 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.113. 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.114. Implementation of Security Requirements – Construction Contract – Bureau of Reclamation – C-PN Region (Aug 2010)

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

(b) Timing for Obtaining PIV Cards. The Contractor may elect to obtain PIV Cards for all contractor and subcontractor personnel, whose duties will require access to a Reclamation-controlled facility, prior to arriving at the Reclamation facility. Alternately, prior to arriving at

the Reclamation facility, the Contractor may obtain PIV Cards for a sufficient number of its on-site supervisors who will be responsible for providing monitoring and control of contractor and subcontractor staff who have been fingerprinted, have submitted all required PIV documentation, and have been granted a temporary access card at the facility pending issuance of their PIV cards. Supervision and control shall only be performed by an individual with an active DOI-issued PIV Card.

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

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

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

I.115. 52.242-5 Payments to Small Business Subcontractors (Jan 2017)

I.116. 52.242-13 Bankruptcy (Jul 1995)

I.117. 52.243-4 Changes (Jun 2007) (DEVIATION Jan 2026)

I.118. 52.243-6 Change Order Accounting (Apr 1984) (DEVIATION Jan 2026)

I.119. 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.120. 52.244-2 Subcontracts (Jun 2020)

I.121. 52.244-6 Subcontracts for Commercial Products and Commercial Services (Jan 2025) (DEVIATION FEB 2025)

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

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

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

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

(c)

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

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

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

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

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

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

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

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

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

(ix)

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

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

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

(xi)[Reserved]

(xii)[Reserved]

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

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

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

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

(xvii)

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

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

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

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

(xx)

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

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

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

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

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

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

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

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

I.122. 52.246-21 Warranty of Construction (Mar 1994), Alternate I (Apr 1984)

I.123. 52.248-3 Value Engineering – Construction (Oct 2020), Alternate I (Apr 1984)

I.124. 52.249-2 Termination for Convenience of the Government (Fixed Price) (Apr 2012), Alternate I (Sep 1996)

I.125. 52.249-10 Default (Fixed-Price Construction) (Apr 1984)

I.126. 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

Federal Acquisition Regulations: https://www.acquisition.gov/browse/index/far Department of Interior Acquisition Regulations: https://www.acquisition.gov/diar

I.127. 52.252-4 Alterations in Contract (Apr 1984)

As prescribed in 52.107(d), insert the following clause in solicitations and contracts in order to revise or supplement, as necessary, other parts of the contract, or parts of the solicitation that apply after contract award, except for any clause authorized for use with a deviation. Include clear identification of what is being altered.

ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

_____

I.128. 52.252-6 Authorized Deviation in Clauses (Nov 2020)

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

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

I.129. 52.253-1 Computer Generated Forms (Jan 1991)

I.130. 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.131. 1452.280-3 Indian Economic Enterprise Subcontracting Limitations (Feb 2021)

I.132. 1452.201-70 Authorities and delegations (Sep 2011)

I.133. 1452.203-70 Restrictions on Endorsements (Jul 1996)

I.134. 1452.204-70 Release of Claims (Jul 1996)

PART III LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J LIST OF ATTACHMENTS

J.1. Department of Labor, General Wage Decision No. WA20260054 Modification No.1, dated 01/23/ 2026, Construction Type: Heavy, Okanogan County in Washington (7 pages)

J.2. Bid Bond, Standard Form 24, OMB Control Number 9000-0001, Exp Date 01/31/2027 (4 pages) Bid Bond | GSA

J.3. 140R1026B0004 Drawings Binder 11x17 (Separate Attachment, 47 pages)

J.4. Department of the Interior Bureau of Reclamation Subcontracting Plan (10 pages)

J.5. Specifications (189 pages)

PART IV REPRESENTATIONS AND INSTRUCTIONS

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

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

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

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that-

(1) It □ is, □ is not an inverted domestic corporation; and

(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

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

(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;

(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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) 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.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has □ has not □, within a three-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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(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 certification will be considered 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) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. 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 it is later determined 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)

(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 2011)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, 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)

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

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

__ (1) The Offeror certifies that–

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

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless—

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

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

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

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

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

K.7. 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.

K.10 52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Dec 2025)

K.8. 52.240-91 Security Prohibitions and Exclusions (Dec 2025)

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Email submissions must contain the required signatures.

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

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

(1) Receipt of garbled or incomplete submission.

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

(3) Incompatibility between the sending and receiving equipment.

(4) Delay in transmission or receipt of submission.

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

(6) Illegibility of submission.

(7) Security of submission data.

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

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

L.16. 52.216-27 Single or Multiple Awards (Oct 1995)

L.17. 52.222-5 Construction Wage Requirements – Secondary Site of Work (May 2014)

L.18. 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Oct 2020)

L.19. 52.225-12 Notice of Buy American Requirement-Construction Materials Under Trade Agreements (May 2014)

L.20. Tribal Employment Rights Ordinance – Bureau of Reclamation – C-PN Region (Okanogan) (May 2014)

The work to be performed under this solicitation is located in Okanogan County, Washington. Portions of this work may be located on the Colville Confederated Indian Tribes Reservation (CCT). The Colville Confederated Tribes has enacted a Tribal Employment Rights Ordinance (TERO) and other ordinances that may be applicable to this work. For information about these requirements you can contact:

Mailing Address: Confederated Tribes of the Colville Reservation, Tribal Employment Rights Office (TERO), P.O. Box 150, Nespelem, WA 99155, phone 509-634-2735, email: Dana.Cleveland.TER@colvilletribes.com. Additional information is available at: https://www.colvilletribes.com/tero/

The Contracting Officer is not a party to enforcing Indian preference requirements. It is a matter solely between the Tribe and the Contractor. Tribal ordinances are included among those laws, codes, and regulations covered by the "Permits and Responsibilities" clause of this contract.

L.21. 52.228-1 Bid Guarantee (Sep 1996)

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

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

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

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

(c) The amount of the bid guarantee shall be **20%** of the bid price or **$ 3M**, whichever is less.

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

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

L.22. 52.228-17 Individual Surety-Pledge of Assets (Bid Guarantee) (Feb 2017)

L.23. 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.24. 52.232-13 Notice of Progress Payments (Apr 1984)

L.25. WBR 1452.236-86 Instruction for Mobilization and Preparatory Work Schedule Line Item – Multiple Schedules – Bureau of Reclamation (Jun 2002)

The Contracting Officer estimates that the Section B Mobilization and Preparatory Work line items for the following schedules should not exceed the specified percentages of the total bid prices for those schedules: Schedule A - percent; Schedule B - percent. **5%**. Your attention is directed to contract clause WBR 1452.232-81 Payment for Mobilization and Preparatory Work, Alternate II or III, which reflects how the Government will pay for these line items, including how payment will be made when the prices bid for these schedule line items are higher than the percentages stated herein.

L.26. 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.27. 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

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Department of Interior Acquisition Regulation Clauses:

https://www.acquisition.gov/diar

L.28. 52.252-3 Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

_____

L.29. 52.252-5 Authorized Deviation in Provisions (Nov 2020)

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

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

SECTION M EVALUATION FACTORS FOR AWARD

M.1. Price Reasonableness Determination (May 2010)

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