Ridges Basin Dam Gate Hydraulic Modification

SOLICITATION NO.: 140R4026Q0115

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
UPPER COLORADO BASIN
SALT LAKE CITY, UTAH

Preface

Quotes **MUST** be emailed to Tyler Spencer @ tyler_spencer@ios.doi.gov by **August 7, 2026, by 1:00 PM MDT**. Include the solicitation number in the subject line. **It is the responsibility of the contractor to verify your quote has been received before the due date and time.**

NOTE: REVIEW THE REQUIRED SUBMITTALS AND INCLUDE EVERYTHING REQUIRED OR YOUR QUOTE MAY BE CONSIDERED NON-RESPONSIVE AND REMOVED FROM CONSIDERATION.

SITE VISIT: An organized site visit has been scheduled for July 21, 2026 @ 9:00 AM MDT. Participants will meet at:

2571 Wheeler Rd., Durango, CO 81303 (37.219390, -107.892062)

QUESTIONS: Inquiries regarding this solicitation should be submitted by **1:00 PM MDT July 24, 2026,** and should be sent to the following:

Tyler Spencer, Contracting Officer
Email: tyler_spencer@ios.doi.gov

Email correspondence regarding this solicitation should reference the solicitation number in the subject line and the body of the email.

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140R4026Q0115	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 07/09/2026	PAGE 1 OF 37 PAGES

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0044051271	6. PROJECT NO.

7. ISSUED BY CODE R40

Bureau of Reclamation
Upper Colorado Region
Regional Office
125 South State Street, Room 8100
Salt Lake City UT 84138

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL	a. NAME Tyler Spencer	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 8015243653

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)*

The scope of this effort includes all labor, materials, and equipment, mobilization and demobilization to be provided by the selected Contractor to replace portions of hydraulic piping with hydraulic hoses. The anticipated scope includes, at a minimum, the following. See the Requirements, Execution and Material Requirements Sections for additional information.

a) Isolate the hydraulic power unit and hydraulic cylinder from the piping.

b) Drain, contain, and dispose of existing hydraulic fluid from the hydraulic piping.

c) Cut and remove portions of two hydraulic pipes. The hydraulic pipes are 1.5-inch diameter Schedule 80 steel pipes.

d) Weld adapter fittings (four) to hydraulic piping to adapt to hose end fittings.

e) Install two 1.5-inch inner diameter (-24) hydraulic hoses. The length and layout of the hoses shall be designed to permit the gate bonnet and cylinder to be lifted 12 inches. Demonstrate the hose installation will allow 12 inches of movement.

f) Install supports for the hydraulic piping at both ends of the hydraulic hoses

g) Refill the hydraulic system with new ISO VG-46 biodegradable hydraulic fluid that has been cleaned by filtering.

h) Circulate and filter hydraulic fluid through the effected hydraulic piping, new hoses and fittings to

Continued...

11. The contractor shall begin performance within 1 calendar days and complete it within 90 calendar days after receiving ☒ award, ☐ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** _____ ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)* ☒ YES ☐ NO	12b. CALENDAR DAYS 21

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1300 ***(hour)*** local time 08/07/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

d. Offers providing less than 45 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 R40

Bureau of Reclamation
Upper Colorado Region
Regional Office
125 South State Street, Room 8100
Salt Lake City UT 84138

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

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

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

Tyler Spencer

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	clean them. (Excluding the isolated hydraulic power unit and hydraulic cylinder.) i) Test the hydraulic hoses and fittings. j) Make repairs if needed k) Coat the steel piping. l) Provide one extra assembled hose with the appropriate fittings and length. Delivery Location Code: 0011285644 Bureau of Reclamation-UC-WCAO Durango Field Division 185 Suttle Street, Suite 2 Durango CO 81303 US Period of Performance: 08/26/2026 to 11/23/2026				
00010	All Labor, materials, equipment, mobilization and demobilization required to replace a portion of two existing hydraulic pipes with flexible hydraulic hose. All work shall be completed in accordance with Attachment 1 Performance Work Statemet. QTY: 1 Unit of Measure: AU Firm Fixed Price Product/Service Code: 4720 Product/Service Description: HOSE AND FLEXIBLE TUBING				

Solicitation Information

1. The Government intends to award a single fixed-price purchase order resulting from this RFQ to the responsible contractor whose quote represents the **lowest price technically acceptable** offer.

2. This requirement is a Total Small Business Set Aside with a small business size standard of $12.5M.

3. Submit the following documents in response to this RFQ:

    a. Cover Sheet to include the following:
        i. Solicitation Number
        ii. Business name, address, NAICS code, and point of contact information
        iii. Business Size and Type
        iv. Acknowledgement of Solicitation Amendments (if applicable)
        v. Period of Acceptance of Quotes
        vi. Any other terms and conditions

    b. Technical Proposal - One Electronic Copy (10 pages maximum, single sided, 12-point font).

        Provide a detailed technical approach on how the tasks required in the PWS will be accomplished, the technical proposal must include the following items:
        i. Technical Approach: Include the ability to meet the Government's requirements listed in the PWS including methodology and training provided to employees.
        ii. Quality Control Plan: Detailed approach on how the contractor will manage quality control
        iii. Personnel Qualifications: How existing personnel have the technical skills, security awareness, and training necessary to perform the work.
            1. Documentation of applicable welder performance qualifications.

    c. Past Performance – One Electronic Copy
        i. Provide up to 3 examples of past projects with similar scope, size, complexity completed within the last 5 years. Please do not include more than 3 past projects.
        ii. For each project provide the following information:
            1. Name and Location of Project
            2. Description of work
            3. Dollar Value
            4. Actual dates and duration of each project
            5. Name, telephone number, email address of at least one reference from the acquiring customer who may be contacted for further information.

6. Offerors are advised that the Government may contact references provided.

d. Pricing Proposal - One Electronic Copy
   i. Provide a fully completed price schedule (Attachment 3 - Price Schedule).
   ii. Include all labor, materials, overhead, taxes, and all other applicable costs required to complete the work.

4. Evaluation: The Government will award a contract resulting from this solicitation to the responsible offeror whose offer is the lowest priced, technical acceptable offer. The following factors shall be used to evaluate offers:

(a) **Technical:** The Offeror's technical approach will be evaluated to ensure all required elements in the Performance Work Statement (PWS) are addressed. The evaluation will consider:

i. The appropriateness and effectiveness of proposed methods.
ii. Contractor's understanding of the scope and complexity of the work.
iii. Contractor's proposed Work schedule
iv. Proposed labor mix and equipment, etc.

Quality Control Plan:
The plan will be evaluated for adequacy and effectiveness in managing performance standards based on the quality control plan provided.

Personnel Qualifications:
The government will evaluate the contractor's personal qualifications to verify they have the technical skills, training, and certifications to perform the required work.

(b) **Past Performance:** The offeror will be evaluated to determine if past performance on previous or present, Federal, State, Local Government or Private Industry contracts for services performed were/are similar to the magnitude of effort under this requirement. Additionally, the Contracting Officer may use past performance information available from the Contractor Performance Assessment Reporting System (CPARS), the CO's knowledge of and previous experience with the service being acquired, or any other reasonable basis to evaluate past performance.

(c) **Price:** The Offeror's proposed price will be reviewed for price reasonableness and any instances of unbalanced pricing.

The two lowest priced quotes will be evaluated and if they are considered

technically acceptable, the quote with the lowest price represents the best value for the government and the evaluation process stops at this point. Award shall be made to the lowest priced quote without further consideration of any other quotes. If either of the two lowest priced quotes are not technically acceptable, the next lowest priced quote will be evaluated, and the process will continue (in order by price) until a total of two quotes are considered technically acceptable.

5. An organized site visit has been scheduled for July 21, 2026 @ 9:00 AM MDT. Participants will meet at:
   2571 Wheeler Rd., Durango, CO 81303 (37.219390, -107.892062)

6. **Quotes are due on August 7, 2026, by 1:00 PM MDT**. All questions/inquiries must be submitted to the contract specialist via e-mail no later than **1:00 PM MDT July 24, 2026**. Inquiries submitted via telephone calls or mail submission will not be accepted. Submit quotes or any questions to Tyler Spencer at tyler_spencer@ios.doi.gov. Offerors who fail to complete and submit the requirements as per this combined synopsis/solicitation may be considered non-responsive.

Attachments

Attachment 1: Performance Work Statement (11 Pages)
Attachment 2: DBA Wage Determination (6 Pages)
Attachment 3: Price Schedule (1 Page)

Clauses

52.252-6 Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
(b) The use in this solicitation or contract of any Interior Acquisition Regulation (48 CFR 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
Federal Acquisition Regulation: https://www.acquisition.gov/far
Department of the Interior Acquisition Regulation: https://www.acquisition.gov/diar

(End of clause)

****NOTE: Please visit** FAR Overhaul - FAR Part Deviation Guidance | Acquisition.GOV for updated clauses and provisions. It is strongly encouraged to review due to the FAR overhaul updates.

Clauses incorporated by reference:

Clause Number	Clause Title	Clause Date
52.203-17	Contractor Employee Whistleblower Rights	November 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	January 2017
52.204-9	Personal Identity Verification of Contractor Personnel	January 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	RFO Deviation March 2026
52.204-13	System for Award Management Maintenance	RFO Deviation March 2026
52.204-19	Incorporation by Reference of Representations and Certifications	December 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	RFO Deviation May 2026
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	RFO Deviation May 2026

52.213-4	Terms and Conditions—Simplified Acquisitions (Noncommercial)	RFO Deviation March 2026
52.219-6	Notice of Total Small Business Set-Aside (15 U.S.C. 644)	RFO Deviation Jan 2026
52.219-28	Post Award Small Business Program Representation (15 U.S.C. 632(a)(2))	RFO Deviation Jan 2026
52.222-3	Convict Labor	RFO Deviation May 2026
52.222-6	Construction Wage Rate Requirements	RFO Deviation May 2026
52.222-7	Withholding of Funds	RFO Deviation May 2026
52.222-8	Payrolls and Basic Records	RFO Deviation May 2026
52.222-9	Apprentices and Trainees	RFO Deviation May 2026
52.222-10	Compliance with Copeland Act Requirements	RFO Deviation May 2026
52.222-11	Subcontracts (Labor Standards)	RFO Deviation May 2026
52.222-12	Contract Termination--Debarment	May 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	May 2014
52.222-14	Disputes Concerning Labor Standards	RFO Deviation May 2026
52.222-15	Certification of Eligibility	May 2014
52.222-36	Equal Opportunity for Workers with Disabilities	RFO Deviation May 2026
52.222-50	Combating Trafficking in Persons	RFO Deviation May 2026
52.222-55	Minimum Wages Under Executive Order 14026	RFO Deviation May 2026
52.222-62	Paid Sick Leave Under Executive Order 13706	RFO Deviation May 2026
52.222-90	Addressing DEI Discrimination by Federal Contractors	RFO Deviation May 2026
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts	RFO Deviation May 2026
52.223-3 Alt I	Hazardous Material Identification and Material Safety Data	RFO Deviation May 2026
52.223-23	Sustainable Products	RFO Deviation May 2026
52.226-7	Drug-Free Workplace	May 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	May 2024
52.227-4	Patent Indemnity-Construction Contracts	December 2007
52.232-5	Payments Under Fixed-Price Construction Contracts	May 2014
52.232-16 Alt I	Progress Payments Alt I	March 2000
52.232-23	Assignment of Claims	May 2014
52.232-27	Prompt Payment for Construction Contracts	January 2017
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	October 2018
52.232-39	Unenforceability of Unauthorized Obligations	June 2013
52.232-40	Providing Accelerated Payment to Small Business Subcontractors	March 2026
52.233-1	Disputes	May 2014
52.233-3	Protest After Award	August 1996

52.233-4	Applicable Law for Breach of Contract Claim	October 2004
52.236-2	Differing Site Conditions	RFO Deviation January 2026
52.236-3	Site Investigation and Conditions Affecting the Work	RFO Deviation January 2026
52.236-5	Material and Workmanship	RFO Deviation January 2026
52.236-6	Superintendence by the Contractor	RFO Deviation January 2026
52.236-7	Permits and Responsibilities	RFO Deviation January 2026
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	RFO Deviation January 2026
52.236-10	Operations and Storage Areas	RFO Deviation January 2026
52.236-11	Use and Possession Prior to Completion	RFO Deviation January 2026
52.236-12	Cleaning Up	RFO Deviation January 2026
52.236-13	Accident Prevention	RFO Deviation January 2026
52.236-17	Layout of Work	RFO Deviation January 2026
52.236-21	Specifications and Drawings for Construction	RFO Deviation January 2026
52.236-21 Alt II	Specifications and Drawings for Construction Alt II	RFO Deviation January 2026
52.242-14	Suspension of Work	RFO Deviation January 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services	RFO Deviation May 2026
52.246-12	Inspection of Construction	RFO Deviation May 2026
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) Alt I	September 1996
52.249-10	Default (Fixed-Price Construction)	April 1984

End of Clauses incorporated by reference

FAR 52.204-90 Offeror Identification (RFO Deviation March 2026)

Definitions. As used in this clause—

Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as “CAGE code”); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as “NCAGE code”).

Unique entity identifier means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) *Unique entity identifier (UEI).* The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(c) *Commercial and Government Entity (CAGE) code.* The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. The Contractor shall request changes to a CAGE code as indicated in the following table.

If the Contractor is…	**Then…**
Registered in the System for Award Management (SAM)	Initiate the change by updating its SAM registration
Located in the United States or its outlying areas and is not registered in SAM	Submit a change request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and is not registered in SAM	Request a change by contacting the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts) or NSPA (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(d) *Communicating changes*. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

52.225-9 Buy American-Construction Materials. (October 2022)

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

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

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

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

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

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

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

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

Cost of components means—

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

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

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

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

Domestic construction material means—

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

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

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

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

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

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

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

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

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

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron

and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

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

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

(b) Domestic preference.

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

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows: NONE

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

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

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

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

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting

Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause.

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

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

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

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
Item1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*].

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

[*Include other applicable supporting information.*]

(End of clause)

52.228-13 Alternative Payment Protections (July 2000)

(a) The Contractor shall submit one of the following payment protections:
    a. Payment Bond
    b. Irrevocable Letter of Credit (ILC)
(b) The amount of the payment protection shall be 100 percent of the contract price.
(c) The submission of the payment protection is required within 21 days of contract award.
(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

DOI-AAAP-0028 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:

FAR 32.905(b) outlines a Proper Invoices to include:
1. Name & address of the Contractor.
2. Invoice date & number.
3. Contract number, contract line-item number and, if applicable, the order number.
4. Description, quantity, unit of measure, unit price and extended price of the items delivered.
5. Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of landing.
6. Terms of any discount for prompt payment offered.
7. Name and address of official to whom payment is to be sent.
8. Name, title, and phone number of persons to notify in event of defective invoice.
9. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
10. Any other information or documentation required by the contract.

Prior to uploading your invoice, please submit an electronic copy of the invoice to the

Contracting Officer Representative (COR) to sign and copy the Contracting Officer and Contract Specialist. Once the invoice is signed by the COR, then upload and submit signed invoice to the IPP System. Once the invoice has been submitted to IPP, the Contractor shall also provide an electronic signed copy of the IPP invoice to the following:
• Tyler Spencer, Contracting Officer at tyler_spencer@ios.doi.gov
• Nathan Nakamoto, Contracting Officer's Representative at NNakamoto@usbr.gov

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.

(End of Local Clause)

DIAR 1452.201-70 Authorities and Delegations (September 2011)

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

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

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

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing,

with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

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

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

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

(End of Clause)

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 (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must -

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

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

(End of clause)

WBR 1452.223-81 SAFETY AND HEALTH -- BUREAU OF RECLAMATION (OCT 2022)

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

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

The RSHS manual shall be obtained at:

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

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

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

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

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

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

(End of clause)

WBR 1452.236-84 PRESERVATION OF CULTURAL RESOURCES – BUREAU OF RECLAMATION (MAR 2022)

(a) Definitions.
"Cultural items" as defined by Native American Graves Protection and Repatriation Act (NAGPRA) include Native American human remains, funerary objects, sacred objects, and objects of cultural patrimony.
"Cultural resources" is a broad term that includes prehistoric, historic, architectural, and traditional cultural properties; specific items include, but are not limited to, human skeletal remains, archaeological artifacts, records, and material remains related to such properties.
"Funerary objects" means Native American items that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed intentionally at the time of death or later with or near individual human remains.
"Human remains" means the physical remains of the body of a person.
"Native American" means of, or relating to, a tribe, people, or culture that is indigenous to the United States.
"Sacred objects" means Native American items that are specific ceremonial objects needed by traditional Native American religious leaders for the practice of traditional Native American religions by their present-day adherents. These items are specifically limited to objects that were devoted to a traditional Native American religious ceremony or ritual and which have religious significance or function in the continued observance or renewal of such ceremony.
"Objects of cultural patrimony" means Native American items having ongoing historical, traditional, or cultural importance central to the Native American tribe or Native Hawaiian organization itself, rather than property owned by an individual tribal or organization member.

These objects are of such central importance that they may not be alienated, appropriated, or conveyed by any individual tribal or organization member.

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

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

> (i) If a cultural resource is determined by Reclamation to be a Native American cultural item, then the Contractor shall cease the activity in the area of the discovery, make a reasonable effort to protect the items discovered, and wait for written approval from the Contracting Officer before resuming activity.
>
> (ii) If the discovery occurs on tribal lands, the Contractor shall immediately orally notify the responsible tribal official and the Contracting Officer and follow with written confirmation within 48 hours to the responsible tribal official and the contracting officer. (The contracting officer will supply the name and phone number of the tribal official.
>
> (iii) The Contractor shall exercise care so as not to disturb or damage any cultural resources discovered during the execution of this contract and shall provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition by Reclamation. The Contractor shall not resume work in the area of a discovery until written notice to proceed is received from the contracting officer.

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

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

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

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

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

(End of clause)

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

(End of clause)

WBR 1452.243-80 MODIFICATION PROPOSALS -- BUREAU OF RECLAMATION (MAR 2022)

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

(1) Comply with the contract time limits for submission of a proposal or as specified by the contracting officer;
(2) Apply the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract;

(3) Furnish a breakdown of all costs estimated to complete the work required by the modification (i.e., cost of added work, incurred cost of deleted work already performed, estimated cost of deleted work not yet performed, and net cost of the modification) to include all costs associated with materials (identified by item and quantity), equipment (identified by item, quantity and whether contractor-owned or rented), categories of direct labor, bond and insurance premium adjustments, subcontracts, overhead and other indirect costs, profit/fee, and any other pricing information requested by the contracting officer, in sufficient detail to permit an analysis of fair and reasonable price;
(4) Furnish a written justification for any requested time extensions; and
(5) For any pricing adjustment expected to exceed the threshold at FAR 15.403-4 requiring certified cost or pricing data (considering both increases and decreases) --

(i) Submit certified cost and pricing data using the format specified in Table 15-2 of FAR 15.408 unless the contracting officer agrees that an exception applies under the circumstances set forth in FAR 15.403-1;
(ii) Certify in substantially the format prescribed in FAR 15.406-2 that to the best of its knowledge and belief, the data are accurate, complete and current as of the date of agreement on the negotiated price of the modification; and
(iii) Comply with the requirements of either the FAR 52.215-12 Subcontractor Certified Cost or Pricing Data clause or the FAR 52.215-13 Subcontractor Certified Cost or Pricing Data -- Modifications clause of this contract when the adjustment includes a subcontract modification involving a pricing adjustment expected to exceed the threshold at FAR 15.403-4 requiring certified cost or pricing data.

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

(End of clause)

Provisions

52.252-5 Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

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:

https://www.acquisition.gov/far

Department of the Interior Acquisition Regulation: https://www.acquisition.gov/diar
(End of provision)

****NOTE: Please visit** FAR Overhaul - FAR Part Deviation Guidance | Acquisition.GOV for updated clauses and provisions. It is strongly encouraged to review due to the FAR overhaul updates.

Provisions incorporated by reference:

Provision Number	Provision Title	Provision Date
52.204-7	System for Award Management	RFO Deviation March 2026
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	RFO Deviation May 2026
FAR 52.219-1	Small Business Program Representations	RFO Deviation January 2026
52.223-1	Biobased Product Certification	RFO Deviation May 2026
52.225-10	Notice of Buy American Requirement-Construction Materials.	May 2014

End of provisions incorporated by reference

52.204-90 Offeror Identification (RFO Deviation March 2026)

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (https://www.sam.gov) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

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

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

(b) *Unique entity identifier (UEI).*

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) *Taxpayer identification*. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:

(1) Taxpayer identification number (TIN)

□ TIN: _____;

□ TIN has been applied for; or

□ TIN is not required because:

□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

□ Offeror is an agency or instrumentality of a foreign government; or

□ Offeror is an agency or instrumentality of the Federal Government.

(2) *Type of organization.*

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

□ Government entity (Federal, State, or local);

□ Foreign government;

□ International organization per 26 CFR 1.6049-4; or

□ Other.

(3) *Common parent.*

□ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or

□ Name and TIN of common parent:

Name: _____

TIN: _____

(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).

(d) Commercial and Government Entity (CAGE) code.

(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word “CAGE” before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…

Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for—

(i) Its immediate owner(s), if any;

(ii) Its highest-level owner, if any; and

(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	**CAGE Code**	**Legal Business Name**
Immediate owner		
Highest-level owner		

Predecessor*

* Predecessor CAGE code may be marked “Unknown.”

(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (RFO Deviation May 2026)

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

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

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

(b) The Offeror represents that–

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

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

(End of provision)

52.222-5 Construction Wage Rate Requirements-Secondary Site of the Work. (RFO Deviation May 2026)

(a)

(1) The offeror must notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror must request a determination from the Contracting Officer.

(b)

(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror must request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)