AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		35

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
0001	07/24/2026		

6. ISSUED BY CODE R40

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

7.ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NUMBER 140R4026Q0095

☒ 9B. DATED *(SEE ITEM 11)* 07/24/2026

10A. MODIFICATION OF CONTRACT/ORDER NUMBER

☐

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

See continuation page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Russell Oaks	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	EBFD Oil Level Sensor Thrust Bearing This amendment is for adding additional specifications. Contract Specialist, Timothy Ott Email: timothy_ott@ios.doi.gov Contracting Offier, Russell Oakes Email: russell_oaks@ios.doi.gov				

COMBINED SYNOPSIS/SOLICITATION TEMPLATE (FAR 12.603)

This is a combined synopsis/solicitation for commercial products or services prepared in accordance with the format in subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. Solicitation number: 140R4026Q0095 is issued as a request for quotation (RFQ*)*. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2026-01. It is the responsibility of the contractor to be familiar with the applicable clauses and provisions. They may be accessed in full text at the following websites: https:/www.acquisition.gov/far/ and https://www.acquisition.gov/diar. The associated North American Industrial Classification System (NAICS) code for this procurement is 334513 with an associated small business size standard of 1,250 employees. This requirement is a Small Business Set-Aside and only qualified contractors may submit a quote.

1.0 Introduction

The Elephant Butte Field Division (EBFD) Powerplant of the U.S. Bureau of Reclamation (USBR), Department of the Interior (DOI), has a need to measure oil levels in hydro-power generator oil sumps using loop powered guided wave radar for accurate oil level readings. The Powerplant is located at Elephant Butte Dam, 4696 NM-51, Truth or Consequences, NM 87901, approximately six miles east of Interstate-25.

1.1 Scope

The Contractor shall provide four [4] loop powered guided wave radar (GWR) level chambers, transmitters, and probe assemblies shipped to EBFD. The devices shall be:

- Eclipse ® GWR
  - Chamber (Part number: X5EB-BL1A-NCBM-NN31-ANNN2NN-014)
    - Where X = 13.5 inches center to center
  - Transmitters (Part number: 706-512A-310)
  - Probe (Part number: 7AT-4400-R10-20-025)

or equivalent, as specified in this document. The devices shall be complete with chamber, transmitter, enclosure, probe, and all accessories necessary for fully functional installation. The instruments shall be suitable for continuous level measurement in liquid service and shall meet the requirements in this specification. The instruments shall be shipped to EBFD Powerplant and packaged so that they are received undamaged.

2.0 Administration

2.1 Hours of Operation and Hours of Delivery

A. Hours of operation at EBFD Powerplant are 7:30 AM to 2:30 PM Monday through Thursday, except Federal Holidays observance days.

B. Deliveries must be coordinated with EBFD through the Contracting Officer Representative (COR), 3 business days in advance during normal Hours of Operation.

C. The Government shall have approval authority to accept or deny delivery outside normal hours of operation.

a. To request delivery times outside of these hours of operation, submit the request to the CO (carbon-copying the COR) via email, no less than 3 business days in advance of the requested delivery date.

2.2 Shipping

A. Shipping Address

a. Ship product packages and hard copy documentation to:

i. USBR Elephant Butte Field Division 4696 N. HWY 51

Truth or Consequences, NM 87901 C/O Stephen Arellano

B. Tracking and Updates
a. Shipping tracking numbers shall be shared with the CO and EBFD when they become available to the Contractor from the shipping provider.
b. The Contractor shall contact the manufacturer to provide the CO and COR with updated expected shipping dates if the expected shipping date from the manufacturer is greater than 28 days after order placement confirmation date.
C. Packaging
a. Ship in manufacturer's protective packaging and include additional insulation and packaging necessary to protect devices through shipping and delivery.

2.3 Documentation
A. The Contractor shall include printed manufacturer technical operations and maintenance manuals for each device type and send available digital copies of the manuals via email to the CO and COR.
3.0 Supply Technical Requirements
3.1 Product Supply Requirement
A. The Contractor shall supply a quantity of four [4] of the following device assemblies, or their equivalent, meeting all salient characteristics specified in Supply

echnical Requirements, Sections 3.2 - 3.6: Brand Name or Equal
a. One device assembly is made up of 3 components:
i. Chamber
ii. Transmitter
iii. Probe
b. The part numbers for each of the components of each device assembly are as follow:
i. Eclipse® Guided Wave Radar Chamber
1. Part no.: X5EB-BL1A-NCBM-NN31-ANNN2NN-014
a. Significant dimension X=13 inches between the two process connections center to center (measurement is shown as 'XXX' on drawing 24-508-DWGA [see Appendix A])
ii. Eclipse® Guided Wave Radar Transmitter
1. Part number: 706-512A-310
iii. Eclipse® Guided Wave Radar Probe

1. Part number: 7AT-4400-R10-20-025

Clin	Product	Qty	Price
10	Eclipse® Guided Wave Radar Chamber Part no.: X5EB-BL1A-NCBM-NN31-ANNN2NN-014	4	
20	Eclipse® Guided Wave Radar Transmitter Part number: 706-512A-310	4	
30	Eclipse® Guided Wave Radar Probe Part number: 7AT-4400-R10-20-025	4	
		Total	

3.2 Equivalent Measurement Technology Requirements
A. Type. Time Domain Reflectometry (TDR) guided wave radar, loop powered two wire system

B. The transmitter shall generate high-speed electromagnetic pulses down a waveguided (prove) and compute level of measured liquid from echo transmit time.
C. Performance shall be independent of changes in specific gravity and dielectric.

3.3 Equivalent Electrical/Communications Requirements

A. The device shall be powered by 24 VDC.
B. The transmitter shall provide a 4-20 mA analog output
C. The transmitter shall use HART® open standards
D. The system shall have an analog 4-20 mA output with an industry-standard superimposed digital communication protocol enabling remote configuration and diagnostics over the same pair of conductors.
E. The device shall have a graphic interface at a minimum of a two-line or LCD local interface with a local keypad for setup and diagnostics
F. Modbus Communication

3.4 Equivalent Performance Requirements

A. The device shall have a tolerance of ±3mm or better in oil liquids
B. The device shall operate reliably in visible vapors, foam, and with coating/buildup on the probe.
C. The device shall be capable of measuring from the chamber connection (top of vessel) to the probe end.
D. The dielectric performance of the materials shall be greater than or equal, $\varepsilon r \geq 1.4$.
E. The chamber shall be fitted with a drain connection at the bottom of the chamber for draining.

3.5 Equivalent Process Condition Ratings

A. The probe shall function between -100°C to +200 °C.
B. The probe shall have a minimum process pressure rating of 1,000 psi.
C. The device shall have a weather resistance enclosure of IP-67 or better.

3.6 Equivalent Safety Conditions Ratings

A. The device shall be rated IS (Intrinsically safe), XP (explosion proof), and non-incendive. This is to provide safety in oily and vaporous environments which may present themselves while measuring oil levels.

3.7 Equivalent Equipment Dimensions

A. The Probe insertion length shall fit in the chamber assembly, measure within tolerances, and be recommended manufacturer specifications.
B. The center-to-center measurement between the two process connections shall be 13.0” (thirteen inches) and be within manufacturer tolerances.
C. The overall chamber length shall accommodate the probe insertion to fit inside the chamber without touching the bottom of the chamber

3.8 Equivalence

A. Equivalence shall only be determined if the proposed equivalent product meets the requirements of specified salient characteristics.
a. If the contractor chooses to provide a system that is not the Eclipse® Guided Wave Radar Chamber, (part number X5EB-BL1A-NCBM-NN31-ANNN2NN-014), Transmitter (part number 706-512A-310), and Probe (part number 7AT-4400-R10-20-025), equivalence shall be documented comparing the proposed equipment against the salient technical requirements in sections 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, and 3.8 in a table format.
b. Each proposed equivalent salient technical requirement must meet the requirements in the sections 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, and 3.8 to be considered for award.

7.0 Submittal Requirements

7.1 Proposal Submittal Requirements

The Offeror shall provide a proposal including the following to be deemed acceptable:

Submittal	Proposal Submittal Requirements for Award Consideration	Proposal Submittal Requirements for Award Consideration utilizing Equivalence Conditional Requirements
1) Proposed Supply Part number(s)	Written Proposal of Device or System part number that meets the technical specifications in Section 3.	If the system proposed is not the X5EB-BL1A-NCBM-NN31-ANNN2NN-014, 706-512A-310, and 7AT-4400-R10-20-025, then provide a written proposal of the device that meets the technical specifications in Section 3 and the equivalent part or system part number(s)
2) Cut sheets with salient characteristics	Provide the manufacturer cut sheets	If the system proposed is not the X5EB-BL1A-NCBM-NN31-ANNN2NN-014, 706-512A-310, and 7AT-4400-R10-20-025, then in addition to the manufacturer cut sheets, also provide an equivalence document with a table comparing salient technical requirements in sections 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8 to the proposed device or system characteristics and ratings. (see Section 3.7, Equivalence)
3) Drawings	Provide the manufacturer drawings of the mounting dimensions and device footprint for verification of device compatibility	If the system proposed is not the X5EB-BL1A-NCBM-NN31-ANNN2NN-014, 706-512A-310, and 7AT-4400-R10-20-025, then provide the manufacturer drawings of the mounting dimensions and device footprint for verification of device compatibility and equivalence.
4) Authorized Resell Letter	A letter confirming authorization as a resale vendor.	

Table 1. Proposal Submittal Requirements for Award Consideration

7.2 Post-Award Submittal Requirements

After award, the Contractor shall provide the following submittals:

Submittal	Description of Submittal	Submit by	Method
1)	• Product Data Descriptions • Warranty • Manufacturer Maintenance Recommendations • Manufacturer product drawing files in PDF or DWG file format.	14 calendar days after award	Digital via email to CO and COR
2)	Product order placement confirmation with estimated shipping date from manufacturer	28 calendar days after award	Digital via email to CO and COR
3)	Intermediate updates on product status, if estimated shipping date is greater than 28 calendar days.	If the estimated shipping date is greater than 28 days after Product Order Placement confirmation date, submit an update continually every 28 days after each previous update.	Digital via email to CO and COR
4)	Shipping confirmation and Tracking information	Upon receipt from shipper	Digital via email to CO and COR
5)	Manufacturer's Storage, Maintenance, and Installation Instructions	With fulfillment delivery of products, or with the first shipment for products arriving in multiple shipments.	Digital via email to CO and COR and Two (2) Hard copies sent with shipper to EBFD

Table 2. Post award submittals

c. In contested determinations of equivalence, determination of equivalence will be made by the Government according to the intent of the specification, also determined by the Government.

4.0 Requirement Substitutions

A. Submit any deviation from specified or indicated requirements to EBFD for review. Any deviation or substitution request must be approved in writing by the CO prior to consideration for award. Proposals with deviations not receiving approval will not be considered for award.

5.0 Quality Assurance

5.1 Factory Tests

A. Each transmitter and probe system shall be factory-tested.

B. The Contractor shall provide certificates and serial number traceability.

5.2 Identification

A. Each transmitter and probe assembly shall have nameplates with model and serial numbers identifying the unique assembly.

6.0 Warranty

A. The contractor shall provide the manufacturer's standard warranty information: Warranty Period, Warranty Commencement triggers, and any additional warranty provided above the warranty provided by the manufacturer.
a. In pre award submission and post award submission, contractor shall provide warranty documentation

Salient Characteristics and drawings will be on a separate attachment.

Total price shall be inclusive of all applicable fees, taxes and tariffs. The required delivery date is 60 days after award. Inspection and acceptance will be performed by the Government at destination. F.O.B. Destination at:
USBR Elephant Butte Field Division
C/O Stephen Arellano
4696 N. HWY 51
Truth or Consequences,
NM 87901

Clauses

FAR 52.212-4 Terms and Conditions—Commercial Products and Commercial Services (RFO DEVIATION MAR 2026).

FAR 52.204-19, Incorporation by Reference of Representations and Certifications. (DEC 2014)

---Addendum to 52.212-4---

DOI-AAAP-0028 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS-INVOICE PROCESSING PLATFORM (IPP) (FEB 2021)
Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).
'Payment request' means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.
Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: Russel Oakes, Email: russel_oaks@ios.doi.gov
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)

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

1. FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
2. The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in CPARS for Government use in evaluating past performance as part of a source selection action.
3. We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award.** Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.
4. When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/.
5. Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/.

a. Contractor Representatives may then provide comments in response to the evaluation or return the evaluation without comment.
b. Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.
c. All information provided should be reviewed for accuracy prior to submission.
d. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.
e. Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in CPARS marked as “Pending” with or without comments and whether or not it has been closed.
f. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

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

a. Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.
b. Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
c. Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

7. If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.
8. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (RFO DEVIATION MAR 2026).

WBR 1452.215-80 SOURCE SELECTION EVALUATION PROCEDURES -- BUREAU OF RECLAMATION (MAR 2021)

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

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

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

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

(End of provision)

WBR 1452.215-84 EVALUATION FACTORS FOR AWARD -- QUALITY AND COST/PRICE APPROXIMATELY EQUAL -- BUREAU OF RECLAMATION (MAR 2021)

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

(b) In the evaluation of proposals, all evaluation factors (listed in this provision) other than cost or price, when combined, are considered to be approximately equal to cost or price. The relative importance to be

placed on the evaluation factors in relation to each other is contained in paragraph (e) of this provision. If a proposal is determined by the Contracting Officer to be "technically unacceptable" as a result of evaluating all factors other than cost or price, the proposal may be rejected from further consideration. The Contracting Officer reserves the right to make award to either a lower cost/price, lower-scored offeror or a higher-rated, higher-cost/price offeror based on a rational tradeoff between evaluation factors other than cost or price and cost or price.

[Insert the following statement if applicable (refer to WBR 1452.215-80(a)), otherwise delete] Since technical proposals are being solicited to obtain information to be used in the evaluation, the Government reserves the right to use information outside of the proposal to evaluate the capability of offerors and the value of offers.

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

(d) The following factors and significant subfactors (if listed) will be considered in evaluating proposals and making the source selection: [Insert all factors, including cost or price, cost or price-related factors, and significant subfactors (if any) which have been prepared in accordance with FAR 15.304.]

(e) The relative importance of the factors listed in paragraph (d) of this provision is as follows: [Insert a statement or otherwise indicate the relative importance the Government will place on the listed factors (and any subfactors) in relation to each other including the relationship of technical factors to cost or price.]

(End of provision)

FAR 52.216-21 REQUIREMENTS - ALTERNATE IV (OCT 1995).

Paragraph (c) of the basic clause is substituted and paragraph (g) is added to the basic clause as follows:

(c) The Government’s requirements for each item or subitem of supplies or services described in the Schedule are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

(g) The requirements referred to in this contract are for items to be manufactured according to the Government specifications. Notwithstanding anything to the contrary stated in the contract, the Government may acquire similar products by brand name from other sources for resale.

DIAR 1452.237-70 INFORMATION COLLECTION - DEPARTMENT OF THE INTERIOR (JUL 1996)
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)

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)

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 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.
(End of clause)

--- End of Addendum to 52.212-4---

52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).
FAR 52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)). FAR 52.203-17 Contractor Employee Whistleblower Rights (Nov 2023).
FAR 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (RFO DEVIATION MAY 2026).
52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (RFO DEVIATION MAY 2026).
FAR 52.219-6 Notice of Total Small Business Set-Aside (RFO DEVIATION JAN 2026)(15 U.S.C. 644).
FAR 52.219-28 Post Award Small Business Program Representation (RFO DEVIATION JAN 2026) (15 U.S.C. 632(a)(2)).
FAR 52.219-33, Nonmanufacturer Rule (RFO DEVIATION JAN 2026) (15U.S.C. 637(a)(17)).
FAR 52.222-19, Child Labor-Cooperation with Authorities and Remedies (RFO DEVIATION MAY 2026).
<>
FAR 52.222-36, Equal Opportunity for Workers with Disabilities (RFO DEVIATION MAY 2026) (29 U.S.C. 793).

FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act ((RFO DEVIATION MAY 2026) (E.O. 13496).

FAR 52.222-50 Combating Trafficking in Persons (RFO DEVIATION MAY 2026) (22 U.S.C. chapter 78 and E.O. 13627)
FAR 52.222-90, Addressing DEI Discrimination by Federal Contractors (RFO DEVIATION MAY 2026).
FAR 52.223-23 Sustainable Products (RFO DEVIATION MAY 2026)

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

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) *Requirements*. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;
(2) Furnished for use by the Government;
(3) Incorporated into the construction of a public building or public work; or
(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(End of clause)

FAR 52.225-1 Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
FAR 52.225-13 Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
FAR 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (MAR 2026) (E.O. 13513).

FAR 52.229-12, Tax on Certain Foreign Procurements (RFO DEVIATION OCT 2025).

As prescribed in 29.402-3(b), insert the following clause:

Tax on Certain Foreign Procurements (OCT 2025)

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

Foreign person means any person other than a United States person.

United States person, as defined in 26 U.S.C. 7701(a)(30), means–

(1) A citizen or resident of the United States;
(2) A domestic partnership;
(3) A domestic corporation;
(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and
(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury IRS Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor—

(i) Is a foreign person; and

(ii) Has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding; and

(iii) Certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax; then the Contractor shall–

(A) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(B) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of clause)

[X] **FAR 52.232-33 Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).**

FAR 52.240-90 Security Prohibitions and Exclusions Representations and Certifications (RFO DEVIATION MAR 2026).

FAR 52.240-91 Security Prohibitions and Exclusions (RFO DEVIATION MAR 2026).

FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (RFO DEVIATION MAY 2026).

Contract Documents, Exhibits, or Attachments

Provisions

FAR 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (RFO DEVIATION MAR 2026).

FAR 52.219-1 Small Business Program Representations (RFO DEVIATION MAY 2026).

---Addendum to 52.212-1---

FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (RFO DEVIATION MAR 2026).

52.204-7 SYSTEM FOR AWARD MANAGEMENT - ALTERNATE I (RFO DEVIATION MAR 2026).

DIAR 1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION -- DEPARTMENT OF THE INTERIOR (APR 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend: "The information specifically identified on pages ____of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror

believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of provision)

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 Department of the Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

---End of Addendum to 52.212-1---

FAR 52.212-2 Evaluation—Commercial Products and Commercial Services (RFO DEVIATION MAR 2026).

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

Best Value Tradeoff List Factor 1: Price The offeror's total aggregate price will be evaluated for reasonableness and competitiveness, considering market conditions, prior purchases of similar items, and the level of competition received. Factor 2: Delivery The offeror's proposed delivery schedule will be evaluated to assess the timeliness and realism of the estimated lead times and anticipated delivery dates for all items required under this solicitation. Factor 3: Technical The Government will evaluate quotations to verify whether proposed items meet the salient physical, functional, or performance characteristics identified in the solicitation for the brand name or equal requirement. Authorized Products offered as "equal" will be reviewed based on the information provided to determine if they conform to the stated salient characteristics. If an offeror proposes an "equal" product, the Government will rely solely on the descriptive literature and data furnished with the quote to assess compliance. Factor 4: Warranty The offeror's submission will be evaluated based on the adequacy, clarity, and coverage of the standard manufacturer warranty provided for the quoted items. Factor 5: Past Performance The Government will evaluate past performance using information contained in the Contractor Performance Assessment Reporting System (CPARS), focusing on the relevance and quality of previous work. Offerors with no CPARS record will receive a neutral rating and will not be evaluated favorably or unfavorably. The assessment will consider confidence in the offeror's ability to successfully perform based on available CPARS data.

(b) Options (if applicable). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).
(c) Notice of award. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
(End of provision)

---Addendum to 52.212-2---

---End of Addendum to 52.212-2---

Written, signed quotes on company letterhead with contact information are due no later than 08-07-2026 by 17:00 Eastern Standard Time, email to timothy_ott@ios.doi.gov . For information regarding this RFQ, please contact Timothy Ott, Contract Specialist, Email: timothy_ott@ios.doi.gov.

BUREAU OF RECLAMATION

RG – EB – Oil Level Sensors Specification

Upper Colorado Basin Power Office
Elephant Butte Field Division

Contracting Officer: Russell Oaks, russell_oaks@ios.doi.gov

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Acronyms & Definitions

ANSI – American National Standards Institute

ASSE – American Society of Safety Professionals

ASTM – American Society for Testing and Materials

CO – Contracting Officer, government agent with authority to negotiate, award, and administer contracts for the U.S. Government.

COR – Assists the CO in the technical monitoring or administration of a contract.

CS – Contracting Specialist, government agent that assists the CO, including planning, soliciting, evaluating, negotiating, and awarding contracts for goods or services.

DOI – Department of Interior

DWG – Drawing, multiple-industry standard for technical drawing and blueprint files.

EB – Elephant Butte

EBFD – Elephant Butte Field Division

FIST – Facilities Instructions, Standards, and Techniques, a series of manuals which pertain to the operation and maintenance of hydroelectric equipment and operational safety.

NEMA – National Electrical Manufacturers Association, an ANSI accredited standards developer

PDF – Portable Document Format, an open standard file format.

PFAS – Per- and poly-fluoroalkyl substances, also known as “forever chemicals.”

PP – Powerplant

PPE – Personal Protective Equipment

RG – Rio Grande, a Project of the Bureau of Reclamation

RSHS, Reclamation Health & Safety Standards

TSGT – Tri-State Generation & Transmission Association, transmission line operator

UCB – Upper Colorado Basin, Region within U.S. Bureau of Reclamation

USBR (also called BOR, Bureau of Reclamation) – United States Bureau of Reclamation

1.0 Introduction

The Elephant Butte Field Division (EBFD) Powerplant of the U.S. Bureau of Reclamation (USBR), Department of the Interior (DOI), has a need to measure oil levels in hydro-power generator oil sumps using loop powered guided wave radar for accurate oil level readings. The Powerplant is located at Elephant Butte Dam, 4696 NM-51, Truth or Consequences, NM 87901, approximately six miles east of Interstate-25.

1.1 Scope

The Contractor shall provide four [4] loop powered guided wave radar (GWR) level chambers, transmitters, and probe assemblies shipped to EBFD. The devices shall be:

- Eclipse ® GWR
  - Chamber (Part number: X5EB-BL1A-NCBM-NN31-ANNN2NN-014)
    - Where X = 13.5 inches center to center
  - Transmitters (Part number: 706-512A-310)
  - Probe (Part number: 7AT-4400-R10-20-025)

or equivalent, as specified in this document. The devices shall be complete with chamber, transmitter, enclosure, probe, and all accessories necessary for fully functional installation. The instruments shall be suitable for continuous level measurement in liquid service and shall meet the requirements in this specification. The instruments shall be shipped to EBFD Powerplant and packaged so that they are received undamaged.

2.0 Administration

2.1 Hours of Operation and Hours of Delivery

A. Hours of operation at EBFD Powerplant are 7:30 AM to 2:30 PM Monday through Thursday, except Federal Holidays observance days.
B. Deliveries must be coordinated with EBFD through the Contracting Officer Representative (COR), 3 business days in advance during normal Hours of Operation.
C. The Government shall have approval authority to accept or deny delivery outside normal hours of operation.
    a. To request delivery times outside of these hours of operation, submit the request to the CO (carbon-copying the COR) via email, no less than 3 business days in advance of the requested delivery date.

2.2 Shipping

A. Shipping Address
    a. Ship product packages and hard copy documentation to:
        i. USBR Elephant Butte Field Division
        4696 N. HWY 51
        Truth or Consequences, NM 87901
        C/O Stephen Arellano

B. Tracking and Updates
    a. Shipping tracking numbers shall be shared with the CO and EBFD when they become available to the Contractor from the shipping provider.
    b. The Contractor shall contact the manufacturer to provide the CO and COR with updated expected shipping dates if the expected shipping date from the manufacturer is greater than 28 days after order placement confirmation date.

C. Packaging
    a. Ship in manufacturer's protective packaging and include additional insulation and packaging necessary to protect devices through shipping and delivery.

2.3 Documentation

A. The Contractor shall include printed manufacturer technical operations and maintenance manuals for each device type and send available digital copies of the manuals via email to the CO and COR.

3.0 Supply Technical Requirements

3.1 Product Supply Requirement

A. The Contractor shall supply a quantity of four [4] of the following device assemblies, or their equivalent, meeting all salient characteristics specified in Supply Technical Requirements, Sections 3.2 - 3.6:
    a. One device assembly is made up of 3 components:
        i. Chamber
        ii. Transmitter
        iii. Probe
    b. The part numbers for each of the components of each device assembly are as follow:
        i. Eclipse® Guided Wave Radar Chamber
            1. Part no.: **X5EB-BL1A-NCBM-NN31-ANNN2NN-014**
                a. Significant dimension **X=13** inches between the two process connections center to center (measurement is shown as 'XXX' on drawing 24-508-DWGA [see Appendix A])
        ii. Eclipse® Guided Wave Radar Transmitter
            1. Part number: **706-512A-310**
        iii. Eclipse® Guided Wave Radar Probe
            1. Part number: **7AT-4400-R10-20-025**

3.2 Equivalent Measurement Technology Requirements

A. Type. Time Domain Reflectometry (TDR) guided wave radar, loop powered two wire system

B. The transmitter shall generate high-speed electromagnetic pulses down a waveguided (prove) and compute level of measured liquid from echo transmit time.
C. Performance shall be independent of changes in specific gravity and dielectric.

3.3 Equivalent Electrical/Communications Requirements

A. The device shall be powered by 24 VDC.
B. The transmitter shall provide a 4-20 mA analog output
C. The transmitter shall use HART® open standards
D. The system shall have an analog 4-20 mA output with an industry-standard superimposed digital communication protocol enabling remote configuration and diagnostics over the same pair of conductors.
E. The device shall have a graphic interface at a minimum of a two-line or LCD local interface with a local keypad for setup and diagnostics

3.4 Equivalent Performance Requirements

A. The device shall have a tolerance of ±3mm or better in oil liquids
B. The device shall operate reliably in visible vapors, foam, and with coating/buildup on the probe.
C. The device shall be capable of measuring from the chamber connection (top of vessel) to the probe end.
D. The dielectric performance of the materials shall be greater than or equal, $\varepsilon r \geq 1.4$.
E. The chamber shall be fitted with a drain connection at the bottom of the chamber for draining.

3.5 Equivalent Process Condition Ratings

A. The probe shall function between -100°C to +200 °C.
B. The probe shall have a minimum process pressure rating of 1,000 psi.
C. The device shall have a weather resistance enclosure of IP-67 or better.

3.6 Equivalent Safety Conditions Ratings

A. The device shall be rated IS (Intrinsically safe), XP (explosion proof), and non-incendive. This is to provide safety in oily and vaporous environments which may present themselves while measuring oil levels.

3.7 Equivalent Equipment Dimensions

A. The Probe insertion length shall fit in the chamber assembly, measure within tolerances, and be recommended manufacturer specifications.
B. The center-to-center measurement between the two process connections shall be 13.0” (thirteen inches) and be within manufacturer tolerances.
C. The overall chamber length shall accommodate the probe insertion to fit inside the chamber without touching the bottom of the chamber.

3.8 Equivalent Fittings Dimensions

A. Both process connections shall be 1” NPT-F coupling
B. The drain connection of the chamber shall be 1” NPT-F plugged
C. The probe and chamber fittings shall fit into each other and seal to provide IP-67 rating.
D. Transmitter and probe fittings shall fit into each other and seal to provide IP-67 rating.

3.8 Equivalence

A. Equivalence shall only be determined if the proposed equivalent product meets the requirements of specified salient characteristics.
    a. If the contractor chooses to provide a system that is not the Eclipse® Guided Wave Radar Chamber, (part number X5EB-BL1A-NCBM-NN31-ANNN2NN-014), Transmitter (part number 706-512A-310), and Probe (part number 7AT-4400-R10-20-025), equivalence shall be documented comparing the proposed equipment against the salient technical requirements in sections 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, and 3.8 in a table format.
    b. Each proposed equivalent salient technical requirement must meet the requirements in the sections 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, and 3.8 to be considered for award.
    c. In contested determinations of equivalence, determination of equivalence will be made by the Government according to the intent of the specification, also determined by the Government.

4.0 Requirement Substitutions

A. Submit any deviation from specified or indicated requirements to EBFD for review. Any deviation or substitution request must be approved in writing by the CO prior to consideration for award. Proposals with deviations not receiving approval will not be considered for award.

5.0 Quality Assurance

5.1 Factory Tests

A. Each transmitter and probe system shall be factory-tested.
B. The Contractor shall provide certificates and serial number traceability.

5.2 Identification

A. Each transmitter and probe assembly shall have nameplates with model and serial numbers identifying the unique assembly.

6.0 Warranty

A. The contractor shall provide the manufacturer's standard warranty information: Warranty Period, Warranty Commencement triggers, and any additional warranty provided above the warranty provided by the manufacturer.
    a. In pre award submission and post award submission, contractor shall provide warranty documentation

7.0 Submittal Requirements

7.1 Proposal Submittal Requirements

The Offeror shall provide a proposal including the following to be deemed acceptable:

Submittal	Proposal Submittal Requirements for Award Consideration	Proposal Submittal Requirements for Award Consideration utilizing Equivalence Conditional Requirements
1) Proposed Supply Part number(s)	Written Proposal of Device or System part number that meets the technical specifications in Section 3.	If the system proposed is not the X5EB-BL1A-NCBM-NN31-ANNN2NN-014, 706-512A-310, and 7AT-4400-R10-20-025, then provide a written proposal of the device that meets the technical specifications in Section 3 and the equivalent part or system part number(s)
2) Cut sheets with salient characteristics	Provide the manufacturer cut sheets	If the system proposed is not the X5EB-BL1A-NCBM-NN31-ANNN2NN-014, 706-512A-310, and 7AT-4400-R10-20-025, then in addition to the manufacturer cut sheets, also provide an equivalence document with a table comparing salient technical requirements in sections 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8 to the proposed device or system characteristics and ratings. (see Section 3.7, Equivalence)
3) Drawings	Provide the manufacturer drawings of the mounting dimensions and device footprint for verification of device compatibility	If the system proposed is not the X5EB-BL1A-NCBM-NN31-ANNN2NN-014, 706-512A-310, and 7AT-4400-R10-20-025, then provide the manufacturer drawings of the mounting dimensions and device footprint for verification of device compatibility and equivalence.

Table 1. Proposal Submittal Requirements for Award Consideration

7.2 Post-Award Submittal Requirements

After award, the Contractor shall provide the following submittals:

Submittal	Description of Submittal	Submit by	Method
1)	• Product Data Descriptions • Warranty • Manufacturer Maintenance Recommendations • Manufacturer product drawing files in PDF or DWG file format.	14 calendar days after award	Digital via email to CO and COR
2)	Product order placement confirmation with estimated shipping date from manufacturer	28 calendar days after award	Digital via email to CO and COR
3)	Intermediate updates on product status, if estimated shipping date is greater than 28 calendar days.	If the estimated shipping date is greater than 28 days after Product Order Placement confirmation date, submit an update continually every 28 days after each previous update.	Digital via email to CO and COR
4)	Shipping confirmation and Tracking information	Upon receipt from shipper	Digital via email to CO and COR
5)	Manufacturer's Storage, Maintenance, and Installation Instructions	With fulfillment delivery of products, or with the first shipment for products arriving in multiple shipments.	Digital via email to CO and COR and Two (2) Hard copies sent with shipper to EBFD

Table 2. Post award submittals

8.0 Award

To be considered for Award, the Offeror must submit the items listed in Section 4.1: *Submittals for Award Consideration*.

Award will be made to the Contractor offering the best value to the Government considering Part Proposal, Past Performance, Price, and Warranty.

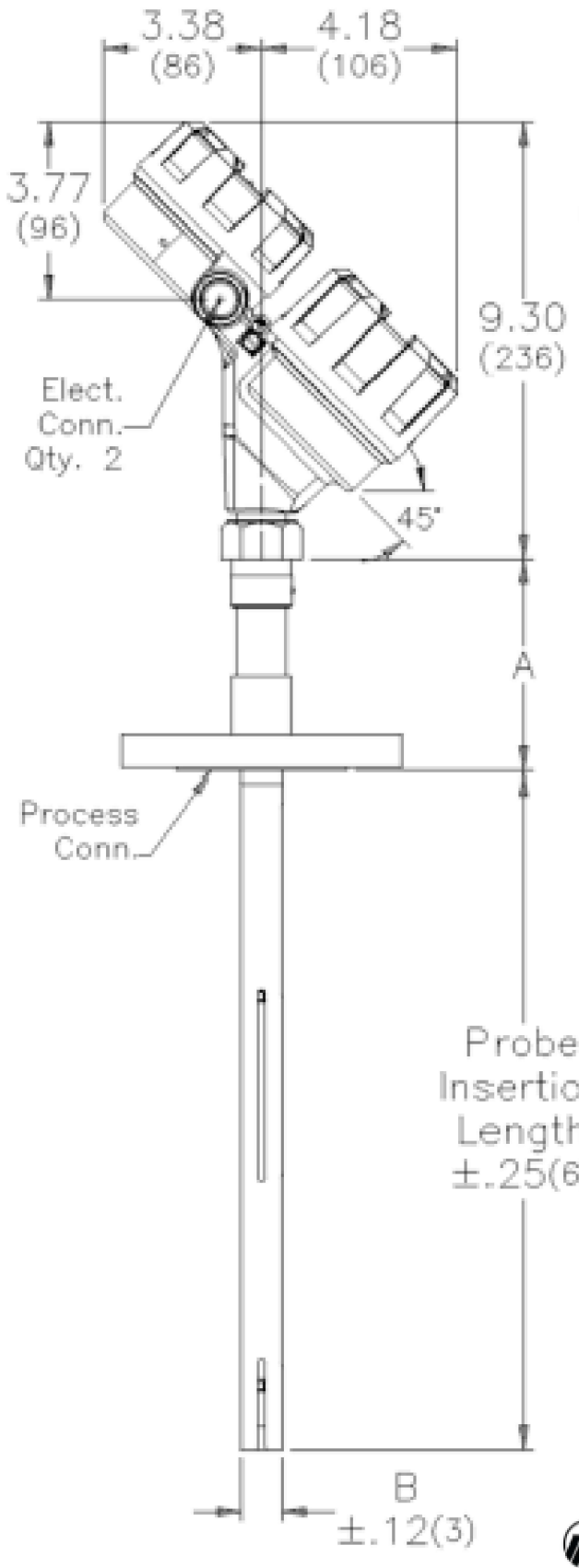
Appendix A: Drawings

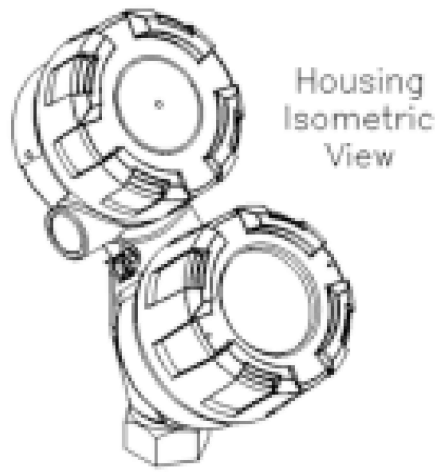
A1. List of Drawing Attachments

A. 24-508-DWGA.pdf

   a. Description: Bureau of Reclamation copy of Ametek/Magnetrol dimensional drawing of Eclipse ® GWR Chamber (Part number: X5EB-BL1A-NCBM-NN31-ANNN2NN-014, where X = 13.5 inches center to center), Transmitter (Part number: 706-512A-310), and Probe (Part number: 7AT-4400-R10-20-025)

706-512A-310 with 7AT-4400-R10-20-025





Electrical Connection
½" NPT-F, dual (one plugged)

Process Connection
2" 300# RF ASME B16.5

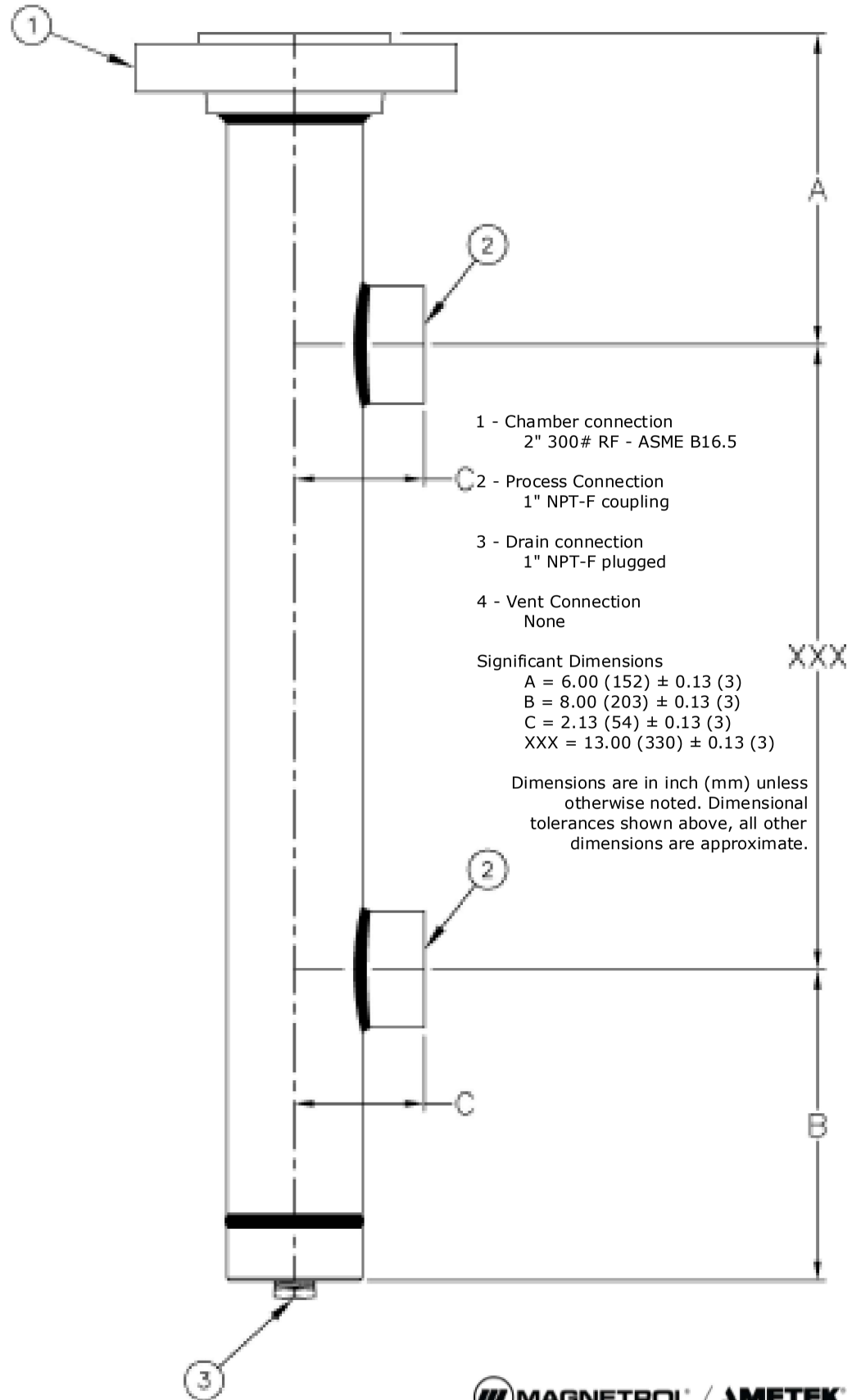
Insertion Length
25.00 (635)

Significant Dimensions
A = 4.8 (122.0)
B = 0.88 (22.4)

Dimensions are in inch (mm) unless otherwise noted. Dimensional tolerances shown above, all other dimensions are approximate.

MAGNETROL / AMETEK LEVEL MEASUREMENT SOLUTIONS

X5EB-BL1A-NCBM-NN31-ANNN2NN-014



1 - Chamber connection
2" 300# RF - ASME B16.5

2 - Process Connection
1" NPT-F coupling

3 - Drain connection
1" NPT-F plugged

4 - Vent Connection
None

Significant Dimensions
A = 6.00 (152) ± 0.13 (3)
B = 8.00 (203) ± 0.13 (3)
C = 2.13 (54) ± 0.13 (3)
XXX = 13.00 (330) ± 0.13 (3)

Dimensions are in inch (mm) unless otherwise noted. Dimensional tolerances shown above, all other dimensions are approximate.

MAGNETROL / AMETEK LEVEL MEASUREMENT SOLUTIONS

BUREAU OF RECLAMATION

ALWAYS THINK SAFETY

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT
ELEPHANT BUTTE DIVISION - NEW MEXICO

ELEPHANT BUTTE POWERPLANT

ELECTRICAL INSTALLATION

DESIGNED STEPHEN ARELLANO, ELEC ENG
DRAWN STEPHEN ARELLANO, ELEC ENG
CHECKED
TECH. APPR.
APPROVED
ADMIN APPROVAL -
ELEPHANT BUTTE, NM 2026-04-10

CONTRACTOR DRAWING

OIL LEVEL SENSOR
GUIDED WAVE RADAR
LEVEL TRANSMITTER

24-508-DWGA

SHEET 1

LAST SAVED DATE
2026-04-10
LAST SAVED BY
STEPHEN ARELLANO

CAD SYSTEM
AutoCAD 25.0S (LMS TECH)
CAD FILENAME
24-508-DWGA.DWG