United States Department of the Interior

BUREAU OF RECLAMATION
Upper Colorado Region
Albuquerque Area Office
555 Broadway Blvd NE, Suite 100
Albuquerque, NM 87102

IN REPLY REFER TO:

Solicitation: 140R4026R0009

Request for Quote: Rio Grande Silvery Minnow (RGSM) Spawning and Egg Monitoring Services

This is request for proposal using FAR 12 Acquisition of Commercial Items. The NAICS Code is 541620 Environmental Consulting Services.

Quotes Due No-Later-Than: 5:00 PM Mountain Time on Thursday, August 20, 2026

SOLICITATION # 140R4026R0009
Rio Grande Silvery Minnow (RGSM) Spawning and Egg Monitoring Services

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ATTACHMENT 1 – WAGE DETERMINATIONS

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER: 0044026505

2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 140R4026R0009

6. SOLICITATION ISSUE DATE: 07/22/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Mary Maestas

b. TELEPHONE NUMBER *(No collect calls)*: 5054623581

8. OFFER DUE DATE/ LOCAL TIME: 08/20/2026 1700 MD

9. ISSUED BY CODE R40

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

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 541620

SIZE STANDARD: $19

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS:

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING:

14. METHOD OF SOLICITATION
☐ REQUEST FOR QUOTE (RFQ)
☐ INVITATION FOR BID (IFB)
☒ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE 0011285639

See Schedule

16. ADMINISTERED BY CODE R4Q

See Schedule

17a. CONTRACTOR/ OFFEROR CODE: FACILITY CODE:

TELEPHONE NUMBER:

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE:

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: Bureau of Reclamation Upper Colorado Region Albuquerque Area Office 555 Broadway Blvd NE, Suite 100 Albuquerque NM 87102 Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED. _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: Mary B. Maestas

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DELIVER TO: Bureau of Reclamation-UC-AAO Albuquerque Area Office 555 Broadway NE Suite 100 Albuquerque NM 87102-2352 US Rio Grande Silvery Minnow Spawning and Egg Monitoring Delivery: 09/30/2027 Period of Performance: 10/01/2026 to 03/31/2032				
00010	Spawning Monitoring in the River Channel - Base Year Product/Service Code: B509 Product/Service Description: SPECIAL STUDIES/ANALYSIS- ENDANGERED SPECIES: PLANT/ANIMAL Period of Performance: 10/01/2026 to 09/30/2027				
00020	Optional Task: MEC Boat (Option Line Item) Anticipated Exercise Date 10/15/2026 Product/Service Code: B509 Product/Service Description: SPECIAL STUDIES/ANALYSIS- ENDANGERED SPECIES: PLANT/ANIMAL Period of Performance: 10/15/2026 to 09/30/2027				
	Continued...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
01010	Spawning Monitoring in River Channel - Option Year One (Option Line Item) Anticipated Exercise Date 10/01/2027 Product/Service Code: B509 Product/Service Description: SPECIAL STUDIES/ANALYSIS- ENDANGERED SPECIES: PLANT/ANIMAL Period of Performance: 10/01/2027 to 09/30/2028				
01020	Optional Task: MEC Boat (Option Line Item) Anticipated Exercise Date 10/01/2027 Product/Service Code: B509 Product/Service Description: SPECIAL STUDIES/ANALYSIS- ENDANGERED SPECIES: PLANT/ANIMAL Period of Performance: 10/01/2027 to 09/30/2028				
02010	Spawning Monitoring in River Channel - Option Year Two (Option Line Item) Anticipated Exercise Date 10/01/2028 Product/Service Code: B509 Product/Service Description: SPECIAL STUDIES/ANALYSIS- ENDANGERED SPECIES: PLANT/ANIMAL Period of Performance: 10/01/2028 to 09/30/2029				
02020	Optional Task: MEC Boat (Option Line Item) Anticipated Exercise Date 10/01/2028 Product/Service Code: B509 Product/Service Description: SPECIAL STUDIES/ANALYSIS- ENDANGERED SPECIES: PLANT/ANIMAL Period of Performance: 10/01/2028 to 09/30/2029				
03010	Spawning Monitoring in River Channel - Option Year Three (Option Line Item) Anticipated Exercise Date 10/01/2029 Product/Service Code: B509 Product/Service Description: SPECIAL Continued...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	STUDIES/ANALYSIS- ENDANGERED SPECIES: PLANT/ANIMAL				
03020	Optional Task: MEC Boat (Option Line Item) Anticipated Exercise Date 10/01/2029 Product/Service Code: B509 Product/Service Description: SPECIAL STUDIES/ANALYSIS- ENDANGERED SPECIES: PLANT/ANIMAL Period of Performance: 10/01/2029 to 09/30/2030				
04010	Spawning Monitoring in River Channel - Option Year Four (Option Line Item) Anticipated Exercise Date 10/01/2030 Product/Service Code: B509 Product/Service Description: SPECIAL STUDIES/ANALYSIS- ENDANGERED SPECIES: PLANT/ANIMAL				
04020	Optional Task: MEC Boat (Option Line Item) Anticipated Exercise Date 10/01/2030 Product/Service Code: B509 Product/Service Description: SPECIAL STUDIES/ANALYSIS- ENDANGERED SPECIES: PLANT/ANIMAL Period of Performance: 10/01/2030 to 09/30/2031				
05010	Spawning Monitoring in River Channel - 6 Month Extension of Services (Option Line Item) Anticipated Exercise Date 10/01/2031 Product/Service Code: B509 Product/Service Description: SPECIAL STUDIES/ANALYSIS- ENDANGERED SPECIES: PLANT/ANIMAL Period of Performance: 10/01/2031 to 03/31/2032				
05020	Optional Task: MEC Boat (Option Line Item) Anticipated Exercise Date 10/01/2031 Product/Service Code: B509 Product/Service Description: SPECIAL				

Continued...

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	STUDIES/ANALYSIS- ENDANGERED SPECIES: PLANT/ANIMAL Period of Performance: 10/01/2031 to 03/31/2032				

C. Clauses

52.212-4 -- Contract Terms and Conditions - Commercial Products and Commercial Services (Nov 2023)

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
Federal Acquisition Regulation: https://www.acquisition.gov/far
FAR Overhaul Part 52: https://www.acquisition.gov/far-overhaul/far-part-deviationguide/faroverhaul-part-52
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 clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.203-6 Restrictions on Subcontractor Sales to the Government. Alternate I (Nov 2021)

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

52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)

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

52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) **(Deviation Mar 2026).**

52.204-13 System for Award Management Maintenance (Oct 2018) **(Deviation Mar 2026).**

52.204-14, Service Contract Reporting Requirements (Oct 2016) **(Deviation Mar 2026).**

52.204-19 Incorporation by Reference of Representations and Certifications. **(Deviation Mar 2026).**

52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jan 2025) **(Deviation May 2026)**

52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) **(Deviation May 2026)**

52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) **(Deviation May 2026)**.

52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) **(Deviation Mar 2026).**

52.219-8, Utilization of Small Business Concerns (Jan 2025) **(Deviation Mar 2026).**

52.219-14 Limitations on Subcontracting (Oct 2022) **(Deviation Mar 2026).**

52.219-28, Post Award Small Business Program Rerepresentation (Jan 2025) **(Deviation Mar 2026).**

52.222-3, Convict Labor (Jun 2003) **(Deviation May 2026)**

52.222-35, Equal Opportunity for Veterans (Jun 2020) **(Deviation May 2026)**

52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) **(Deviation May 2026)**

52.222-37, Employment Reports on Veterans (Jun 2020) **(Deviation May 2026)**

52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) **(Deviation May 2026)**

52.222-41, Service Contract Labor Standards (Aug 2018) **(Deviation May 2026***) ** See attached wage determinations***

52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) **(Deviation May 2026)** (29 U.S.C. 206 and 41 U.S.C. chapter 67 - In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5 332.

This Statement is for Information Only: It is not a Wage Determination.

Employee Class	Equivalent Rate Federal Hires. Monetary Wage / Fringe Benefits
Fisheries Biologist	GS 7-13 ($37,674 - $103,309 annually)

52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) **(Deviation May 2026)**

52.222-50, Combating Trafficking in Persons (Oct 2025) **(Deviation May 2026)**

52.222-54, Employment Eligibility Verification (Jan 2025) **(Deviation May 2026)**

52.222-55, Minimum Wages Under Executive Order 13658 (Jan 2022) **(Deviation May 2026)**.

52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) **(Deviation May 2026)**.

52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021)

52.227-14 Rights in Data-General (May 2014)

52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018)

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

52.233-3, Protest After Award (Aug 1996)

52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)

52.242-15 Stop-Work Order. (Aug 1989)

52.204-19 – Incorporation by Reference of Representations and Certifications (Dec 2014) (Deviation Mar 2026).

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

52.217-9 Option to Extend the Term of the Contract. (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _60_ days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b)If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of clause)

52.222-90 Executive Order 14398 (RFO DEVIATION MAY 2026)

Addressing DEI Discrimination by Federal Contractors

(a) Definitions. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

1452.201-70 Authorities and delegations.

AUTHORITIES AND DELEGATIONS (SEP 2011)

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

DOI-AAAP-0028

Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (February 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

The Contractor shall also submit an electronic copy of the IPP invoice to the Contracting Officer Representative, To Be Determined and to the Contract Specialist, Mary B. Maestas at mmaestas@usbr.gov once the invoice has been submitted to IPP. Failure to email the invoice may cause significant delay or possible rejection of your payment request

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 lading.**
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 person 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.**

Any other information or documentation required by the contract.

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)

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)

DOI AAAP-0050 V3 NOTICE TO CONTRACTORS
Contractor Performance Assessment Reporting System (December 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.

(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.

(End of clause)

D. MRG RGSM EGG SPAWNING AND EGG MONITORING

Statement of Work FY 2026

1.0 Background

Desert rivers of the American Southwest are impacted by physical modifications resulting from construction of dams, reservoirs, and diversion structures which fragment river reaches, alter habitat, and change the flow regime. Pelagic broadcast fish eggs are semi-buoyant, drifting with river currents downstream as they spawn in response to increases in flow that occur during spring runoff or other flood events (Platania and Altenbach 1998). The semi-buoyant nature of Pelagic spawning fish eggs consequently results in them drifting downstream which leads to the displacement of the eggs into reaches that are separated from upstream reaches where they originated.

Populations in upstream reaches may gradually decline and could disappear entirely if there is little retention of eggs and larval fish in upstream areas (Winston et al. 1991; Luttrell et al. 1999). In the Rio Grande, populations of Rio Grande Silvery Minnow (RGSM) in downstream reaches are threatened annually because of prolonged and extensive river drying in these areas. Drying tends to occur during irrigation season after the species spawns. These dynamics have important demographic and genetic consequences for Rio Grande Silvery Minnow.

Captive breeding facilities have been established to facilitate propagation and rearing of silvery minnow from eggs. Captive silvery minnow populations include City of Albuquerque BioPark, Southwestern Native Aquatic Resources and Recovery Center (formerly known as Dexter National Fish Hatchery), and New Mexico Interstate Stream Commission Los Lunas Silvery Minnow Refugium. Eggs are collected from the wild and transported to these facilities for rearing, propagation, and to be released back into the Middle Rio Grande after irrigation season.

Monitoring the reproductive effort of RGSM is required by the *2016 Final Biological and Conference Opinion for Bureau of Reclamation, Bureau of Indian Affairs, and Non-Federal Water Management and Maintenance Activities on the Middle Rio Grande, New Mexico* (2016 MRG BO) (USFWS, 2016). Compliance under the 2016 MRG BO requires RGSM reproductive monitoring and assessment work funded by this contract. Specifically, Reasonable and Prudent Measures (RPMs) 5.1, 5.2, 5.3 and 7.1 within the 2016 MRG BO are addressed by the actions outlined within this contract proposal.

The outlined contract actions serve the public's interest by ensuring that management actions are conserving and protecting the endangered RGSM in the Middle Rio Grande (MRG). The general public benefits by the preservation of this federally listed species, and use of reproductive data to ensure and develop successful strategies for long-term recovery of this species. Statutory authority for this contract is provided by the Fish and Wildlife Coordination Act of 1934 (Public Law 85-624). In addition, this contract is to support legal compliance for Reclamation pursuant to the MRG Project Authority – authorized by the Federal Flood Control Acts of 1948 and 1950 (P.L. 80-858 and 81-516).

In addition, the Middle Rio Grande Endangered Species Collaborative Program's 2006 *Program Monitoring Plan, Appendix A Rio Grande Fish Community Monitoring* references this egg/spawning monitoring and the use of number of eggs captured per unit time per volume water sampled as the metric used to monitor reproductive success for the Rio Grande silvery minnow (MRGESCP 2006).

2.0 Scope

Scope of the Requirement

The scope of this requirement is to collect data that will enable characterization of the timing, duration, and magnitude of RGSM reproduction in the Middle Rio Grande. This includes sampling the river in three locations during the spawning season to detect spawning events and to inform and to coordinate with the US Fish and Wildlife Service, City of Albuquerque BioPark, and other entities or parties who annually conduct egg collection operations separately from this project. Secondarily, this project could provide assistance for salvaging eggs for movement to other sections of river, and may provide eggs for propagation (e.g., Albuquerque BioPark, Southwestern Native ARRC). This item is listed in detail in the Rio Grande Silvery Minnow Genetics Management and Propagation Plan, Production Goal #1): "*Annual collection of a minimum of 500,000 eggs for captive rearing and subsequent stocking of Rio Grande silvery minnow in the Middle Rio Grande*" (USFWS 2009). The Contractor may be requested to retain and provide egg samples as required for other program studies other than for purposes of rearing and breeding. This project also has an optional task, subject to Government approval to proceed, to utilize a Moore Egg Collector (MEC) boat when optimal conditions occur within the establish RGSM egg collecting timeframe.

Recipients of award issued under this Request for Proposal/Quote are required to obtain all necessary Federal and State authorizations and to provide a copy of those permits to Reclamation prior to performance of work. This includes the appropriate research and enhancement permits from the U.S. Fish and Wildlife Service (USFWS), as required by the Endangered Species Act (see 16 U.S.C. 1531 et al.) and its implementing regulations (e.g., 50 CFR 13, 17.22, 17.32). Additionally, the New Mexico Department of Game and Fish (NMDGF) requires a permit for the taking of fish as specimens for scientific or propagation purposes in accordance with the New Mexico Statutory Authority of 1978 Chapter 17-3-29. Receipt of an award under this RFP/RFQ does not guarantee issuance of the necessary permits or mandate a timeframe for permit issuance. The recipient must abide by the terms of the USFWS and NMDGF permits, including crew chief(s) and all members of the monitoring crews. The recipient must be able to secure federal and state collecting permits prior to conducting this work. Data collection is expected to begin in spring of 2026.

3.0 Objectives

3.1 Monitor spawning of RGSM in the Rio Grande by collecting data that will enable characterization of the timing, duration, and magnitude of RGSM spawning in the Middle Rio Grande and allow assessment of temporal differences in spawning effort.

3.2 Optional Objective Subject to Government Approval to Proceed: Utilize a MEC boat during ideal peak flows to collect higher numbers of RGSM eggs. Examine and pinpoint the flows in which to utilize and deploy the MEC boat device to most effectively collect RGSM eggs.

4.0 Tasks

Task 1—Spawning Monitoring in River Channel

MECs shall be set up using the protocols described in Altenbach et al. (2000) at three (3) locations: the established San Marcial site and the established sites downstream of the Isleta and San Acacia Diversion Dams. A flow-meter

shall be attached to the egg collectors to record flows at the time of catch so that a volume of water can be calculated for a catch rate per unit of water measured. Water temperatures shall be taken on the hour throughout the study period.

Timing of Schedule

The period of sampling shall occur during the spring run-off (typically occurring between mid-April and mid-June). Sampling shall occur once each day for a minimum of four hours total sampling time, and the collecting period shall start approximately April 17, 2026, and continue through approximately June 12, 2026, to cover approximately 50 field days of sampling (including weekends). To ensure that sampling occurs during spring run-off, dates may be adjusted based on run-off forecasts and anticipated environmental conditions.

Materials and Methods

The device used for collecting the eggs shall be a Moore Egg Collector (MEC) (Altenbach 2000). This allows for the efficient and nondestructive collection of large numbers of semi-buoyant fish eggs (i.e. Rio Grande silvery minnow). A flow meter shall be attached to the front of the MEC to accurately quantify the flow (velocity) of water at the time of sampling. Location of the flow meter in the water column shall be recorded. Water temperatures at the MEC location at the time of sampling shall be recorded. Sampling volume is calculated by multiplying the open area of the MEC by the average velocity during the sampling period. The metric for summarizing the sampling can then be expressed as the number of eggs/100 m^3, or a catch rate per unit of water volume or catch-per-unit-effort (CPUE). This value can then be extrapolated to the amount of water in the river at the time of sampling and can be used to estimate the number of eggs passing that given point during the sampling period. The metrics provided by the sampling gear must be comparable to previously accomplished work. Current and past year's data shall be evaluated and analyzed to characterize RGSM spawning over the past several years.

Location

Field samples shall be collected in the Middle Rio Grande at three (3) main river channel sites (Figure 1) as follows: the San Marcial Site and the established sites upstream of the Isleta and San Acacia Diversion Dams. These sites have been selected since they provide for a more detailed assessment of the species spawning patterns over time (Dudley and Platania 2024).

Optional Task 1—MEC Boat

This task shall begin annually only after the contractor has been provided Government approval to proceed, Not to Exceed (NTE) more than eight (8) uses per field collection time period, typically from mid April to mid June. The main tasks associated with utilizing the MEC boat collector is to:

- Use MEC boat to record the number of eggs collected in areas of the Middle Rio Grande.
    - Record number of eggs detected.
    - Eggs and data recorded while utilizing the MEC boat should be utilized and incorporated into the analysis and reports required for the "Task 1—Spawning Monitoring in River Channel" field work; however, the data gathered utilizing the procedures outlined in "Task 1—Spawning Monitoring in River Channel" and MEC boat should be reported separately in order to compare the two methods and to try and pinpoint the flows in which to utilize and deploy the MEC boat device to most effectively collect RGSM eggs.
- Compare the data on eggs collected using the MEC boat to the number of eggs collected utilizing the procedures outlined in "Task 1—Spawning Monitoring in River Channel".
- Record water temperatures at the MEC boat location at the time of sampling. Compare water temperatures for the same sampling time periods for the MEC boat sites and the river channel sites.

- Provide collected eggs to a propagation facility.

Timing of Schedule

The period of utilizing the MEC boat shall occur within the same overall timeframe as Task 1 (mid-April to mid-June), and NTE more than eight (8) uses per field collection time period. Use of the MEC boat shall be based on annual environmental conditions and at the direction of the Government. A pre-season coordination meeting between the contractor and BOR staff is required prior to utilizing the MEC boat for a field season.

Materials and Methods

A fabricated MEC boat shall be utilized to collect RGSM eggs. A flow-meter shall be attached to or loaded onto the MEC boat to record flows at the time of catch so that a volume of water can be calculated for a catch rate per unit of water measured. Water temperatures shall be recorded during sampling, and discharge shall be recorded from USGS gages, if they are located nearby the MEC boat site. Comparison with data obtained in main river channel sites under Task 1 shall be conducted in order to evaluate ideal conditions in which to utilize the MEC boat.

The device used for collecting the eggs shall be modified Moore Egg Collectors (MECs) (Altenbach 2000), that are engineered onto a boat frame. This allows for the efficient, quantitative, and nondestructive collection of large numbers of semi-buoyant fish eggs. A flow meter shall be attached to or loaded into the MEC boat to accurately quantify the flow (velocity) of water at the time of collection. Location of the flow meter in the water column shall be recorded. Sampling volume is calculated by multiplying the open area of the MEC by the average velocity during the sampling period. The metric for summarizing the sampling can then be expressed as the number of eggs/100 m^3, or a catch rate per unit of water volume or catch-per-unit-effort (CPUE).

Location

Field samples shall be collected in the Middle Rio Grande at the three (3) main river channel sites (Figure 1) as defined in the "Task 1—Spawning Monitoring in River Channel" or in areas between the three main river channel sites that show ideal conditions to capture/monitor large densities of RGSM eggs. The contractor shall coordinate with BOR to determine ideal MEC boat sites.

Permits

The recipient must be able to obtain valid collecting permits (State and Federal) for all personnel associated with the collection of silvery minnow eggs. A Notice to Proceed may not be issued if any and all necessary permits are not obtained prior to contract performance (see explanation under 2.0 Scope above). Site permits must be obtained through the Bureau of Reclamation for site specific collecting locations. Failure to obtain proper permits within the needed timeframe may void this contract.

5.0 Deliverables

Task 1: Spawning Monitoring in River Channel

1) The Contractor shall report daily egg catch data in the silvery minnow egg monitoring email list serv maintained by the U.S. Fish and Wildlife Service's New Mexico Fish and Wildlife Conservation Office.
2) After completion of field work, a draft report shall be written that contains sections describing methods, specific techniques and equipment used (including calibration), standard procedures used for data collection, the data collected, analysis and results. Field data are to be provided with the draft report. The draft report shall be submitted by August 15th to the Reclamation Contracting Officer's Representative (COR). Note: No management recommendations are required or will be included in the report.

3) The COR and the Science workgroup (or equivalent) of the Middle Rio Grande Endangered Species Collaborative Program (or RIP) will review the draft report and provide comments to the Contractor no later than 30-days after receipt of draft report.
4) After receipt of comments, the Contractor shall either make revisions to the draft report or specify why comments were not incorporated (or partially incorporated) on the standard comment template sheet and provide a final report to the Reclamation COR by September 30th.
5) All data shall be submitted to Reclamation electronically in a usable format specified by Reclamation for import into the Database Management System (DBMS).
6) Statistical analyses shall be performed on the data and at a minimum shall include correlation of egg CPUE with discharge/velocity, and evaluation of water temperature data.

Optional Task 1: MEC Boat

1) The Contractor shall report daily egg catch data gathered by the MEC boat separately from Task 1 in the silvery minnow egg monitoring email list serv maintained by the U.S. Fish and Wildlife Service's New Mexico Fish and Wildlife Conservation Office.
2) After completion of field work, a draft report shall be written as part of the draft report for Task 1 that contains sections describing methods, specific techniques and equipment used (including calibration), standard procedures used for data collection, the data collected, analysis and results, and a discussion of results. Field data are to be provided with the draft report. The draft report shall be submitted by August 15th as part of the draft report for Task 1 to the Reclamation Contracting Officer's Representative (COR).
3) The COR shall review the draft report for entrainment monitoring and provide comments to the Contractor no later than 30-days after receipt of draft report.
4) After receipt of comments, the Contractor shall either make revisions to the draft report or specify why comments were not incorporated (or partially incorporated) on the standard comment template sheet, and provide a final report to the Reclamation COR as part of the final report under Task 1 (by September 30th).
5) All data shall be submitted to Reclamation electronically in a usable format specified by Reclamation for import into the Database Management System (DBMS).

6.0 Government-Furnished Property

Historic RGSM spawning monitoring reports, including information on monitoring site locations, are available on the Collaborative Program's Database Management System (DBMS): http://mrgescp.dbstephens.com/#Home

7.0 Place of Performance

This work shall be performed on the Middle Rio Grande in the Angostura, Isleta, and San Acacia reaches, and at Contractor facilities.

8.0 Period of Performance

This work is scheduled to begin on the date of award and continue for one year, with four option years. Work is expected to begin October 1, 2026 through September 30, 2027 for the base year, with a similar annual schedule for the four option years.

9.0 References

Altenbach, C.S., R.K. Dudley, and S.P. Platania. 2000. A new device for collecting drifting semi-buoyant fish eggs. Transactions of the American Fisheries Society 129:296-300.

Dudley, R.K. and S.P. Platania. 2014. Monitoring of the Rio Grande Silvery Minnow Reproductive Effort during 2014 in the Rio Grande and Selected Irrigation Canals. Final Report to Bureau of Reclamation, Albuquerque, New Mexico. 47p.

Dudley, R.K. and S.P. Platania. 2015. Monitoring of the Rio Grande Silvery Minnow Reproductive Effort during 2015 in the Rio Grande and Selected Irrigation Canals. Final Report to Bureau of Reclamation, Albuquerque, New Mexico. 44p.

Dudley, R.K., S.P. Platania, and G.C. White. 2016. Rio Grande Silvery Minnow Reproductive Monitoring during 2016 in the Rio Grande and Selected Irrigation Canals. Final Report to Bureau of Reclamation, Albuquerque, New Mexico. 45p.

Dudley, R.K., S.P. Platania, and G.C. White. 2024. Rio Grande Silvery Minnow Reproductive Monitoring during 2024. Final Report to Bureau of Reclamation, Albuquerque, New Mexico. 97p.Luttrell, G. A., A. A. Echelle, W. L. Fisher, and D. J. Eisenhour. 1999. Declining status of two species of the *Macrhybopsis aestivalis* complex (Teleostei: Cyprinidae) in the Arkansas River Basin and related effects of reservoirs as barriers to dispersal. Copeia 1999:981-989.

MRGESCP 2006. Program Monitoring Plan – Appendix A: Rio Grande Fish Community Monitoring. Middle Rio Grande Endangered Species Collaborative Program, Albuquerque, New Mexico. 48p.

Platania, S. P., and C. S. Altenbach. 1998. Reproductive strategies and egg types of seven Rio Grande Basin cyprinids. Copeia 1998:559-569.

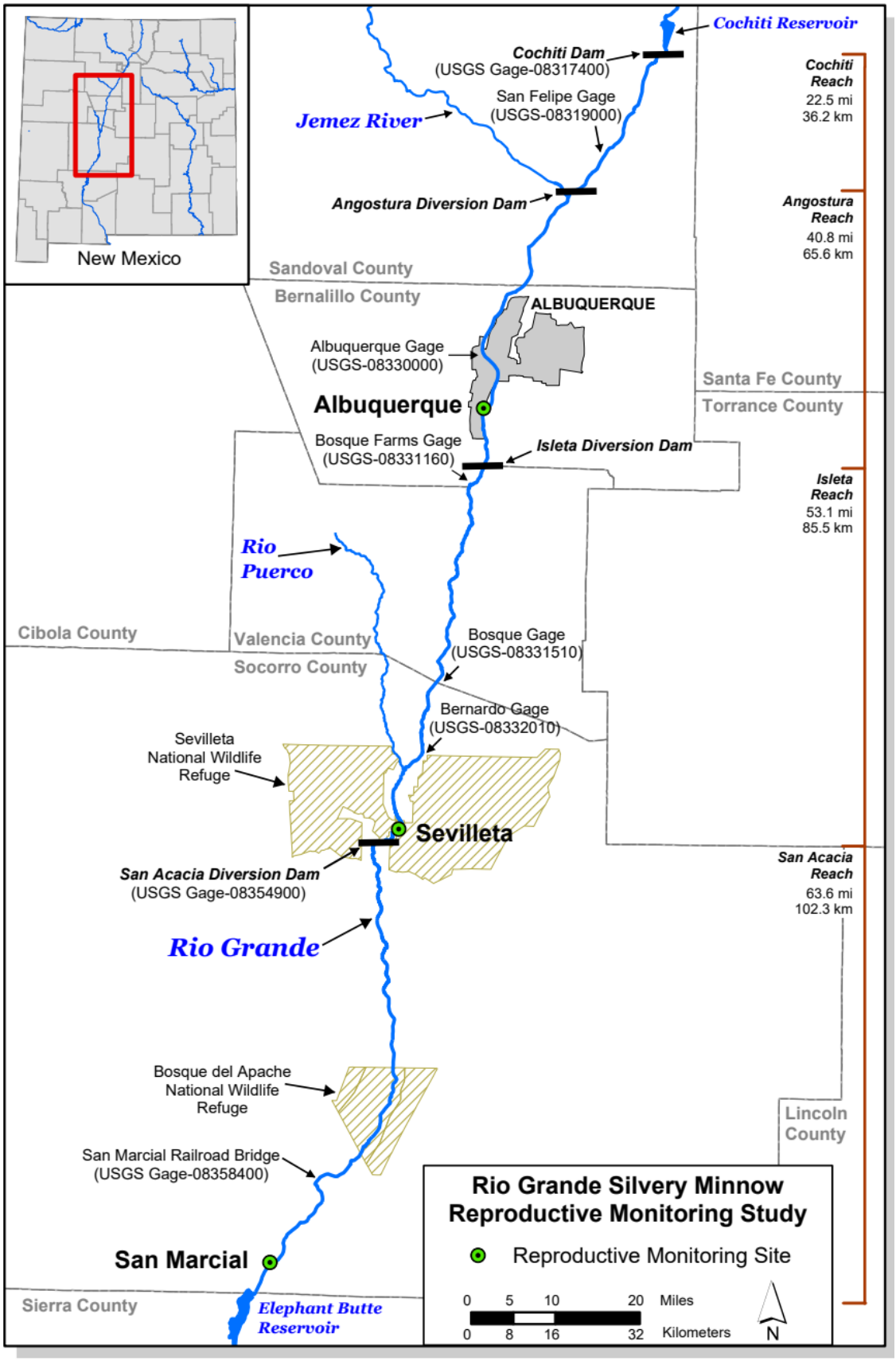
U.S. Fish and Wildlife Service. 2016. 2016 Final Biological and Conference Opinion for Bureau of Reclamation, Bureau of Indian Affairs, and Non-Federal Water Management and Maintenance Activities on the Middle Rio Grande, New Mexico. Albuquerque, NM. 192 pp.

U.S. Fish and Wildlife Service. 2010. Rio Grande silvery minnow (*Hybognathus amarus*) Recovery Plan, First Revision. Albuquerque, NM. viii + 210 pp.

U.S. Fish and Wildlife Service. 2009. Rio Grande Silvery Minnow Genetics Management and Propagation Plan. Revised February 15, 2009. 31 pp.

Winston, M. R., C. M. Taylor, and J. Pigg. 1991. Upstream extirpation of four minnow species due to damming of a prairie stream. Transactions of the American Fisheries Society 120:98-105.

Figure 1. Map of Middle Rio Grande, New Mexico reproductive monitoring sites (from Dudley et al. 2024).



E. Provisions

52.212-1 -- Instructions to Offerors -- Commercial Items. (Jun 2020)

Federal Acquisition Regulation: https://www.acquisition.gov/far
FAR Overhaul Part 52: https://www.acquisition.gov/far-overhaul/far-part-deviationguide/faroverhaul-part-52
Department of the Interior Acquisition Regulation: https://www.acquisition.gov/diar

Instructions to Offerors

General Information: The purpose of this procurement: Rio Grande Silvery Minnow (RGSM) Reproductive (Spawning/Egg) Monitoring (*NAICS 541620 Environmental Consulting Services)*
.
Contracting Approach: The Government intends to award a Firm Fixed Price Contract for Rio Grande Silvery Minnow (RGSM) Reproductive (Spawning/Egg) Monitoring Services in accordance with the Statement of Work

Offerors must provide the following sections in their Quote:

- **Cover Sheet to include the following:**
  - Solicitation Number:
  - The name, address, and telephone number of the offeror
  - Acknowledgment of Solicitation Amendments (if applicable)
  - Period of Acceptance of Offers – Agreement to hold offer firm for 60 days after receipt of final Quotes.
  - Any other terms and conditions

- **Signed SF 1449**

- **Completed certifications from the following provisions:**
  Required: 52.209-5, 52.209-7

- **Technical Quote**

  Technical Quote must include the following:

  1. **Technical Approach**
     The Offeror shall describe their approach to meet the requirements in the SOW for the Technical Area as well as illustrate any risks to the approach in terms of mission capability, performance, price, and schedule. The contractor's Quote will be evaluated to determine how well and how completely it addresses research needs identified in this request for Quotes. Quality of research will be judged based on the appropriateness of the methods and the likelihood of meeting the stated objectives in accordance with the SOW.

2. **Management Plan**
   The Offeror shall describe the Organizational experience and ability that demonstrates the relevance and quality of Offeror's experience to this acquisition such as managing sampling activities, conducting analysis and producing reports. The Offeror shall describe their management plan to provide all aspects of RGSMEM services as required in the SOW. The Quote shall contain sufficient information to permit the Government to assess the Offeror's ability to meet the objectives in Section 3.0 of the SOW. The Quote shall contain organizational information, key personnel, and management processes to be used to provide RGSMEM services.

3. **Key Personnel**
   The Offeror shall submit resumes on two (2) key personnel including the project leader along with their experience and demonstrated ability.

4. **Past Performance**

   Offerors shall identify past or current contracts with Federal, State, local Governments and private industry for those efforts similar to the RGSMEM Services effort required by this solicitation and whether the project was completed on schedule. Offerors may identify at least one (1) contract within the past three (3) years.

   Offerors are encouraged to provide information on problems encountered on contracts and the Offeror's corrective actions.

- **Completed Price Quote.**
  (a) The Offeror shall insert prices for all items/services in Section B of the solicitation completed with applicable firm fixed price. **Note that unrealistically low or high proposed prices, initially or subsequently, may be grounds for eliminating a Quote from competition either on the basis that the Offeror does not understand the requirement or has made an unrealistic Quote*.

  (b) Please provide sufficient information to document or support your price position. All information relating to the Quote, price, including all required supporting documents, must be included in the section of the Quote designated as the Price Quote. Under no circumstances shall this information and documentation be included elsewhere in the Quote.

  (c) An official authorized to bind the offeror must sign the Quote and affirmatively state that the Quote is predicated upon all the terms and conditions of this RFP

Submit Quote via email to Mary Maestas mary_maestas@ios.doi.gov

Quote Due Date: Thursday, August 20, 2026 at 5:00 PM MST

52.212-2 Evaluation-Commercial Items. (Oct 2014)

(a) 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 shall be used to evaluate offers:

Evaluation Criteria for Technical Factors to be evaluated. Offerors Quotes will be evaluated based on the information provided in their written Quotes for their ability to meet the RGSM Spawning Egg Monitoring Services requirements listed in the Statement of Work based on the technical factors and evaluation criteria listed below.

Technical Factor	Evaluation Criteria
1. Technical Approach	• Understanding and demonstrated technical approach to meet the requirements in the SOW for the Technical Area as well as illustrate any risks to the approach in terms of mission capability, performance, price, and schedule. • The contractor's Quote will be evaluated to determine how well and how completely it addresses research needs identified in this request for Quotes. • Quality of research will be judged based on the appropriateness of the methods and the likelihood of meeting the stated objectives in accordance with the SOW.
2. Management Plan	• Extent to which organizational experience and ability demonstrates the relevance and quality of Offeror's experience to this acquisition such as managing sampling activities, conducting analysis and producing reports. • How well the Offeror's Quote describes their management plan to provide all aspects of RGSMEM services as required in the SOW; Extent to which the Quote contains sufficient information to permit the Government to assess the Offeror's ability to meet the objectives in Section 3.0 of the SOW.

	• The Quote must contain organizational information, key personnel, and management processes to be used to provide RGSMEM services.
3. Key Personnel	• The extent to which Key Personnel have the appropriate qualifications and are placed in appropriate key roles
4. Past Performance	• Past performance will be evaluated based on recent and relevant past performance data to assess the offeror's past performance as it relates to the requirements of the Performance Work Statement; and the Offeror's demonstrated record of contract compliance.

Price Evaluation – Price Quote will be evaluated for reasonableness.

(b) Options. 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. Evaluation of options shall not obligate the Government to exercise the option(s)

Evaluation of six-month extension: the Government will evaluate the pricing for up to a six month extension under FAR 52.217-8 in proportion to the length of time and pricing of the final option period (12 months=1/2 the period price, 18 months=1/3, 24 months =1/4, etc.) However, should 52.217-8 be exercised at any time before the final option period, the rates in effect at the time the 52.217-8 extension is utilized will be the effective rates of the contract under that extension.

Basis of Award: The Contractors Quote will be evaluated to determine how well and completely it satisfies the technical factors listed above; and proposed price is considered fair and reasonable. The technical approach is more important than price.

The Government intends to award one Firm Fixed Price contract for RGSM Spawning & Egg Monitoring Services.

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
FAR Overhaul Part 52: https://www.acquisition.gov/far-overhaul/far-part-deviationguide/faroverhaul-part-52
Department of the Interior Acquisition Regulation: https://www.acquisition.gov/diar

(End of provision)

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

52.204-7 System for Award Management. (Nov 2024) **(Deviation Mar 2026)**

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 provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Provisions which contain Representation / Certification / Assertion that must be completed and submitted with Quotation - *Yellow highlighted sections must be completed*

52.209-5 Certification Regarding Responsibility Matters (Aug 2020) (Deviation May 2026)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.209-7 Information Regarding Responsibility Matters. (Oct 2018) (Deviation May 2026)

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

1452.233-2 Service of Protest Department of the Interior (JUL 1996) (Deviation)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from mmaestas@usbr.gov

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

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

(End of provision)