**Combined Pre-solicitation Notice/Solicitation**
**140R2026Q0085 - Goat Grazing Vegetation Management Services**

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# Goat Grazing Vegetation Management Services
# Blanket Purchase Agreement (BPA) Setup for the Bureau of Reclamation's (Reclamation) Central California Area Office (CCAO) and Northern California Area Office (NCAO) lands.

Contracting Office:

Bureau of Reclamation
Interior Region 10 • California-Great Basin
Acquisitions and Services Division
Supply and Services Branch
Sacramento CA 95825

**Combined Pre-solicitation Notice/Solicitation**
**140R2026Q0085 - Goat Grazing Vegetation Management Services**

This is a combined pre-solicitation notice/solicitation for commercial products or commercial services prepared in accordance with the format in part 12. This announcement constitutes the only solicitation. Quotes are being requested, and a separate written solicitation will not be issued.

**The Government intends to award a Firm-Fixed Price Blanket Purchase Agreement (BPA) Setup for goat grazing vegetation management services represented in the Performance Work Statement. The Government may award up to three BPAs as result of this solicitation.**

The solicitation document 140R2026Q0085 is issued as a request for quotation (RFQ) and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2026-01 as of March 13, 2026, and Federal Acquisition Regulation (FAR) Overhaul.

**This requirement is being set-aside 100 percent small business concern only. (Large businesses may not submit a quote.)**

**GENERAL INFORMATION**

**RFQ Number:** 140R2026Q0085

| | | | | | |
|---|---|---|---|---|---|
| **Request for Quotation (RFQ)** | ☒ | **Request for Proposal (RFP)** | ☐ | **Invitation for Bid (IFB)** | ☐ |

| | | | |
|---|---|---|---|
| **North American Industry Classification Code (NAICS):** | **112420** | **Size Standard:** | **$2.5 million** |

**QUOTE DUE DATE, DELIVERY AND CONTACT INFORMATION**

**QUOTES DUE: September 11, 2026, at 10:00 AM Pacific Daylight Time**

**CONTACT INFORMATION: Mouang Phan**
**Email: mouang_phan@ios.doi.gov**

**Vendor's Business Information:**

Business Name: _____

Agency Point of Contact: _____

Unique Entity ID (UEI)/Cage Code: _____

Authorized Agent's Signature/Date: _____

**Combined Pre-solicitation Notice/Solicitation**
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Documents necessary for quotation submission are as follows:

1. ***Completed and signed Page 2 of this document. Additionally, must complete the Pricing Schedule.***
2. ***Information required in Addendum to FAR 52.212-1 and/or 52.212-2 on pages 24 to 26.***

## SECTION B – SUPPLIES OR SERVICES AND PRICE/COST SCHEDULE

Please use the attachment 2_Pricing Schedule spreadsheet to submit your prices.

**Combined Pre-solicitation Notice/Solicitation**
**140R2026Q0085 - Goat Grazing Vegetation Management Services**

Performance Work Statement
Goat Grazing Vegetation Management
April 2026

## 1. SCOPE

The United States Bureau of Reclamation (Reclamation) is seeking to establish a Blanket Purchase Agreement (BPA) to provide vegetation management in the form of goat and/or sheep grazing for the Bureau of Reclamation's (Reclamation) Central California Area Office (CCAO) and Northern California Area Office (NCAO) lands.

Under this BPA, Reclamation will determine the location and quantity of acres to be grazed each year within the locations specified in Sections 5.1 & 5.2, not to exceed the BPA maximum of $500,000.00 per year.

## 2. BACKGROUND

The wildlands within Reclamation's NCAO and CCAO are surrounded by dense urban communities. To reduce the spread of wildfires and their intensity, increase the success of fire suppression activities and decrease the potential for wildfire-related damage to these communities, Reclamation regulates the fuel loads around the wildland-urban interface (WUI) using shaded fuel breaks (SFB), among other methods. Regular maintenance of the SFBs is required to preserve previously performed vegetation management work and maintain SFB viability. Goat grazing will be used to maintain SFBs at their prescribed vegetation level by managing regrowth of annual grasses, ladder fuels, and woody understory regrowth.

Grazing to reduce flammable vegetation is best used when addressing the smaller diameter vegetation that makes up the 1- and 10-hour fuels. These two fuel classes are important because they can greatly impact the rate of spread of a fire, as well as flame height. Grazing can impact the quantity and arrangement of these fuels by ingestion or trampling, with the objective of changing the fire behavior through modification of the fuel bed, fuel loading, percent cover, and ladder fuels (Nader et al., 2007)[1].

## 3. BPA OBJECTIVE

The objective of this BPA is to provide a flexible, rapid ordering mechanism for contractor services to conduct prescribed goat and/or sheep grazing on various fuels reduction sites on Reclamation's NCAO and CCAO lands to reduce the risk of fire activity within the WUI. BPA calls will be issued as discretionary work requirements arise.

This BPA:

- Does not obligate funds upon establishment
- Is not a contract
- Becomes binding only when a BPA Call is issued and accepted **(Federal Acquisition Regulations (FAR) 12.201-1(e)(3).**

[1] Nader, G., Henkin, Z., Smith, E., Ingram, R., & Narvaez, N. (2007). Planned herbivory in the management of wildfire fuels. Rangelands, 29(5), 18-24.

## 4. PLACE OF PERFORMANCE

Goat grazing services will take place on Reclamation lands in the WUIs in Placer, El Dorado, Shasta, Trinity, Tehama and Glen Counties, CA. Refer to Paragraph 6 for specific locations.

## 5. PERIOD OF PERFORMANCE

The period of Performance will be for five (5) years following the initial date of contract execution. BPA Call Orders may be placed during the period of performance based on unit prices in the price schedule.

## 6. PERFORMANCE REQUIREMENTS

- The Contractor shall apply prescribed goat grazing on Reclamation's Project Lands to reduce the fuel load in the WUI, within pre-defined project boundaries as shown in Appendix A.
- As a result of grazing under this contract, the available onsite vegetation should be reduced by 70-80%.
- The Contractor will avoid placing animals in previously established buffer zones around environmentally sensitive areas such as riparian zones, sensitive plants, special status species and archaeological resources.
    - These buffer zones will be provided by the Contracting Officer's Representative (COR) to the Contractor prior to the commencement of grazing activities at each grazing site.
- The Contractor will not start work without first receiving environmental training provided by Reclamation.
- The Contractor shall use the highest appropriate stocking density to achieve uniform utilization of the targeted vegetation.
- The Contractor shall post signs warning public of the danger of electric fences and unleashed guard animals.
- Grazing animals will be allowed to move within an electric fenced area while grazing.
- No drafting out of natural watercourses shall be allowed. Water tanks could be filled at Reclamation's administrative facilities where available.
- The Contractor could use and re-use existing, former range fencing to the extent practicable.
- The Contractor shall remove all temporary fencing upon completion of grazing activities at each site.
- Contractor and COR will develop a comprehensive Work Plan that outlines desired worksites over successive 90-day periods. The Work Plan will include maps and dates of specific locations where the Contractor intends to implement Project activities over a 90-day period. Work shall not commence until the contractor and COR have both signed Work Plan.
- The Contractor shall suggest optimal times for grazing applications to achieve desired results.
- Contractor shall notify the COR in writing no less than two weeks in advance when ready to mobilize the herd to the specified SFB sites, and two business days prior to demobilizing from a Project site. The COR will provide written acceptance or acknowledgement no less than one week after receiving notification from the Contractor.

### 6.1. Auburn Project Lands: total possible acres 1,224 (Map provided in Appendix A)

| Shaded Fuel Break | Up to Acres |
|---|---|
| Applegate | 41 |
| Auburn Lake Trails | 226 |
| Auburn | 552 |
| Cool and Pilot Hill | 171 |

| | |
|---|---|
| Georgetown and Greenwood | 105 |
| Kings Hill | 31 |
| Monte Verde | 48 |
| Todd Valley and Foresthill | 50 |

**6.2. Folsom Lake and Granite Bay: total possible acres 565 (Map provided in Appendix A)**

| Shaded Fuel Break | Up to Acres |
|---|---|
| Folsom Lake Shaded | 333 |
| Granite Bay Shaded | 232 |

**6.3. Trinity County: total possible acres 670 (Map provided in Appendix A)**

| Fuels Reduction Area | Up to Acres |
|---|---|
| Trinity Dam Hazardous Fuels Reduction | 373 |
| Lewiston Hazardous Fuels Reduction | 220 |
| Buckhorn Reservoir Fuels Reduction | 77 |

**6.4. Shasta County: total possible acres 1,339 (Map provided in Appendix A)**

| Fuels Reduction Area | Up to Acres |
|---|---|
| Shasta Dam and Related Lands & Facilities and Associated Lands Hazardous Fuels Reduction | 1,162 |
| Whiskeytown & Spring Creek Reservoirs Hazardous Fuels Reduction | 177 |

**6.5. Tehama County: total possible acres 172 (Map provided in Appendix A)**

| Fuels Reduction Area | Up to Acres |
|---|---|
| City of Red Bluff Hazardous Fuels Reduction | 172 |

**6.6. Glenn County: total possible acres 444 (Map provided in Appendix A)**

| Fuels Reduction Area | Up to Acres |
|---|---|
| Stony Gorge Reservoir Hazardous Fuels Reduction | 444 |

## 7. DELIVERABLES

| Description | Content | Medium | Delivery |
|---|---|---|---|
| Contractor shall provide the COR with monthly invoices for work being billed. | Invoices should at a minimum identify the area treated; quantity of acres treated; dates, and dollar value. | MS Word, and .pdf | Via Invoice Processing Platform (IPP) IPP.gov system |

| | | | |
|---|---|---|---|
| Contractor shall provide the COR with maps and geospatial data that detail the work being billed for. | Maps should at a minimum display/outline the area(s) treated, quantity of acres treated, number of days grazed per month, and dates | MS Word, .pdf, ESRI-compatible shapefile | Via email to the COR NLT COB 5 days after the end of the calendar month. |
| Contractor shall provide before and after photos, from a single point, and in the same direction, representative of the acres before and after the treatment. | Contractor will provide photo documentation (jpeg) to illustrate compliance in (approximately) 5-10 acre-areas completed as work progresses. | MS Word, .pdf, .jpeg (or similar file format), ESRI-compatible shapefile | Via email to the COR NLT COB 5 days after the end of the calendar month. |

## 8. QUALITY CONTROL/QUALITY ASSURANCE

The Government will monitor the contractor's performance to assure that the performance thresholds and standards of performance are met in accordance with the statement of work. In accordance with FAR 52.212-4:

> "Inspection/Acceptance" the Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price."

The COR will evaluate the services required by each task to ensure compliance.

The contractor shall perform all work required in accordance with performance requirement. The COR will not consider the task complete until all deficiencies found have been corrected.

If the COR receives complaints from neighbors, they will be passed to the contractor's quality inspector for correction.

## 9. BPA ORDERING PROCESS

As requirements are determined by the Government to be appropriate for ordering under this BPA materialize, the government may issue Requests for Quotations (RFQs) to the BPA Holder(s). Quotes received in response to BPA RFQs will be evaluated using comparative evaluation consistent with FAR 12.203(b) to determine which BPA holder provides the best value for the specific requirement. The Government may issue BPA calls on a rotational basis, to a single BPA holder in cases of unique capability or urgency, or competitively among multiple BPA holders depending on the Government's needs. The RFQs may include the following:

1) A Performance Work Statement;
2) Any special contractual requirements that will apply to the order, including delivery requirements/performance schedules; and
3) Quotation preparation and submittal instructions.

## 10. BPA MINIMUMS AND MAXIMUMS

The Government is obligated only to the extent of authorized purchases made under this BPA. No work is guaranteed under the BPA. Therefore, there is no minimum dollar value of work that will be ordered by the Government under this BPA. The maximum dollar value for this BPA will be $500,000.00 per year, with a total of $2,500,000.00 for five (5) years.

## 11. BPA ORDER LIMITATIONS

Each call issued under this BPA will be for an amount exceeding $0.01 but not more than $500,000.00 per year.

## 12. ORDERING OFFICES

Any warranted Contracting Officer with the proper delegated authority within the Bureau of Reclamation, Interior Region 10 – California Great Basin, Acquisition Services can place calls/orders against the established BPA.

## 13. AUTHORIZED CALLERS

Any warranted Contracting Officer within the Bureau of Reclamation, Interior Region 10 – California Great Basin, Acquisition Services can place calls/orders against the established BPA.

## 14. TERMS OF THIS BPA

This BPA will be valid for five (5) years from the date of award, unless either party in the agreement requests earlier discontinuation of the agreement. Should either party request its discontinuation, the request will be honored effective upon acceptance of all previously ordered work. Upon receipt of a request for discontinuation of this BPA, no new calls will be placed with the BPA Holder.

## 15. PERIOD OF PERFORMANCE

The total period of performance will be for 5 years approximately from 11/09/2026 – 11/08/2031. Each call placed under this BPA will have a separate period of performance, generally spanning 3 months to 12 months. Once the BPA Holder has accepted the order, the Call and period of performance are contractually binding.

## 16. FIRM FIXED PRICE

Calls placed under this BPA will be firm fixed price, based on Price per Acre. Price quotations will include all costs associated with performance of the required service, including all labor, materials, travel, per-dem, and other direct, indirect, or incidental costs necessary for performance of the services ordered. Unless the call is modified in writing (e.g. there is a change in the scope of services ordered), the obligated amount will not be adjusted. The cost breakdown furnished with the price quotation is for information purposes only, so the Government may verify the lump sum price being quoted conforms with the agreed rate established on the BPA.

## 17. INVOICES

See clause 52.212-4(g) Invoices, and DOI-AAAP-0028 Electronic Invoicing and Payment Requirements – Invoice Processing Platform. An itemized invoice shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first, for all fulfilled calls made during a billing period and for which payment has not been received.

End of Performance Work Statement

## SECTION C - COMMERCIAL CLAUSES

| | | |
|---|---|---|
| **FAR 52.252-2** | **Clauses Incorporated by Reference** | **February 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):
**http://www.acquisition.gov/far/**

**http://www.acquisition.gov/far-overhaul**

The clauses in the table below are incorporated by reference.

| Clauses | Title | Date |
|---|---|---|
| FAR 52.203-6 Alternate I | Restrictions on Subcontractor Sales to the Government | Nov 2021 |
| FAR 52.203-17 | Contractor Employee Whistleblower Rights | Nov 2023 |
| FAR 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | Jan 2017 |
| FAR 52.204-13 | System for Award Management Maintenance (RFO DEVIATION) | Mar 2026 |
| FAR 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (RFO DEVIATION) | May 2026 |
| FAR 52.209-10 | Prohibition on Contracting with Inverted Domestic Corporations (RFO DEVIATION) | May 2026 |
| FAR 52.212-4 | Contract Terms and Conditions—Commercial Products and Commercial Services (RFO DEVIATION) | Mar 2026 |
| FAR 52.219-6 | Notice of Total Small Business Set-Aside (RFO DEVIATION) | Mar 2026 |
| FAR 52.219-8 | Utilization of Small Business Concerns (RFO DEVIATION) | Mar 2026 |
| FAR 52.222-3 | Convict Labor (RFO DEVIATION) | May 2026 |
| FAR 52.222-36 | Equal Opportunity for Workers with Disabilities (RFO DEVIATION) | May 2026 |
| FAR 52.222-37 | Equal Opportunity for Veterans (RFO DEVIATION) | May 2026 |
| FAR 52.222-35 | Equal Opportunity for Workers with Disabilities (RFO DEVIATION) | May 2026 |
| FAR 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act (RFO DEVIATION) | May 2026 |
| FAR 52.222-41 | Service Contract Labor Standards (RFO DEVIATION) | May 2026 |

| | | |
|---|---|---|
| FAR 52.222-42 | Statement of Equivalent Rates for Federal Hires<br>**This Statement is for Information Only:**<br>**Code/Title/Grade (SCA Occupation Index) & Range**<br>**-11210 – Laborer, Grounds Maintenance/Wage Grade 3 Step 2 & $21.15 - $26.04 (Counties of El Dorado, Placer and Sacramento)**<br>**-11210 – Laborer, Grounds Maintenance/Wage Grade 3 Step 3 & $21.07 - $22.70 (County of Glenn)**<br>**-11210 – Laborer, Grounds Maintenance/Wage Grade 3 Step 1 & $19.46 - $22.70 (County of Shasta)**<br>**-11210 – Laborer, Grounds Maintenance/Wage Grade 3 Step 3 & $21.07 - $22.70 (County of Tehama)**<br>**-11210 – Laborer, Grounds Maintenance/Wage Grade 3 Step 3 & $21.07 - $22.70 (County of Trinity)** | May 2014 |
| FAR 52.222-50 | Combating Trafficking in Persons (RFO DEVIATION) | May 2026 |
| FAR 52.222-54 | Employment Eligibility Verification (RFO DEVIATION) | May 2026 |
| FAR 52.222-62 | Paid Sick Leave Under Executive Order 13706 (RFO DEVIATION May 2026) | May 2026 |
| FAR 52.222-90 | Addressing DEI Discrimination by Federal Contractors (Deviation) | Apr 2026 |
| FAR 52.223-23 | Sustainable Products (RFO DEVIATION) | May 2026 |
| FAR 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving | May 2024 |
| FAR 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management | Oct 2018 |
| FAR 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | Mar 2023 |
| FAR 52.233-3 | Protest After Award | Aug 1996 |
| FAR 52.233-4 | Applicable Law for Breach of Contract Claim | Oct 2004 |
| 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 |

(End of clause)

| | | |
|---|---|---|
| **FAR 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 clauses listed above with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation. In accordance with E.O. 14275, the purpose of the Revolutionary FAR Overhaul (RFO) is to amend the Federal Acquisition Regulation (FAR) to ensure that it contains only provisions that are required by statute or that are otherwise necessary to support simplicity and usability, strengthen the efficacy of the procurement system, or protect economic or national security interests.

(End of clause)

| | | |
|---|---|---|
| **DOI-AAAP-0028** | **Electronic Invoicing and Payment Requirements – Invoice Processing Platform** | **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 Products and Commercial Services 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:

**When submitting invoices to IPP, the Contractor is advised to upload supporting documentation that will allow Reclamation to verify that the products or services comply with the terms of the contract. The information in the uploaded documents should not conflict with the data fields in the IPP submissions (service dates, invoice number, etc.). Prior to submitting an invoice to IPP, the contractor may coordinate with the designated Contracting Officer's Representative (COR), for review and verification of quantities for payment and for compliance with the applicable progress payment requirements of this contract. Prior coordination with the COR will allow for streamlined processing of the invoice.**

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) prior to the contract award date, but no more than 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 clause)

| DOI-AAAP-0050 | Contractor Performance Assessment Reporting System (CPARS) | 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 the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

| **DIAR 1452.201-70** | **Authorities and Delegations** | **September 2011** |
|---|---|---|

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

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

(c) The COR is not authorized to perform, formally or informally, any of the following actions:
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.

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

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

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

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

(End of clause)

| | | |
|---|---|---|
| **DIAR 1452.208-70** | **Liability Insurance** | **Jul 1996** |

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

**$200K each person***
**$500K each occurrence***
**$20K property damage***

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

(End of clause)

| | | |
|---|---|---|
| **WBR 1452.201-80** | **Contracting Officer's Representative's Authorities and Limitations -- Bureau of Reclamation** | **May 2018** |

(a) Performance of the work under this contract shall be subject to the technical direction of the Reclamation Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without
limitation:
(1) Inspecting and accepting or rejecting work performed under the contract.
(2) Representing the Government in technical phases of the work. The COR is responsible for the technical administration of the contract and will provide instructions and interpretations to the Contractor on all technical matters relating to the contract. The COR will supervise or oversee all Government technical and administrative personnel assigned to assist the COR.

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

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.
(c) Technical direction must be within the scope of work stated in the contract. Only the Contracting Officer is authorized to determine if a change is within the scope of the contract; therefore, the COR does not have the authority to, and may not, issue any technical direction that -
(1) Constitutes a direction of additional work outside the Contract requirements;
(2) Constitutes a change as defined in the contract clause entitled "Changes;"
(3) In any manner causes an increase or decrease in the total contract cost, or the time required for contract performance;
(4) Changes any of the expressed terms, conditions or specifications of the contract; or
(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

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

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must -
(1) Advise the Contractor in writing after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract; or
(2) Advise the Contractor that the Government will issue a written change order.

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

(End of clause)

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| **WBR 1452.223-81** | **Safety and Health—Bureau of Reclamation** | **Oct 2022** |

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

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

The RSHS manual shall be obtained at:

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

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

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

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

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

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

(End of clause)

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| **WBR 1452.237-80** | **Security Requirements—Bureau of Reclamation** | **March 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

**SECTION D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

Attachment 1_Appendix A_Project Area Maps

Attachment 2_Pricing Schedule

Attachment 3_Wage Determination_El Dorado_Placer_Sacramento

Attachment 4_Wage Determination_Glenn

Attachment 5_Wage Determination_Shasta

Attachment 6_Wage Determination_Tehama

Attachment 7_Wage Determination_Trinity

## SECTION E - SOLICITATION PROVISIONS

| FAR 52.252-1 | Solicitation Provisions Incorporated by Reference | February 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):

http://www.acquisition.gov/far/
http://www.acquisition.gov/far-overhaul

The provisions in the table below are incorporated by reference.

| Provisions | Title | Date |
|---|---|---|
| FAR 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions | Sep 2024 |
| FAR 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation | Jan 2017 |
| FAR 52.204-7 | System for Award Management (RFO DEVIATION) | Mar 2026 |
| FAR 52.212-1 | Instructions to Offerors—Commercial Products and Commercial Services (RFO DEVIATION) | Mar 2026 |
| FAR 52.225-25 | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications | June 2020 |
| FAR 52.229-11 | Tax on Certain Foreign Procurements—Notice and Representation | Jun 2020 |

(End of provision)

| Addendum to FAR 52.212-1 | Instructions to Offerors–Commercial Products and Commercial Services (RFO DEVIATION) | Mar 2026 |
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This addendum replaces the terms “offer” with “quote” within provision 52.212-1.

In addition to submitting your signed/dated quotation for this Request for Quotation, acknowledgement of all amendments, and required to submit the following information with your quotation:

**Paragraph (b), entitled “Submission of Quotes,”:**

**Quoter shall submit, at a minimum, the following documents with quote:**

1. Quote may be submitted via electronic mail only. Submit signed and dated quote at or before September **11, 2026, at 10:00 AM Pacific Daylight Time**. To send quote via electronic mail with all documents must be scanned in .pdf (Acrobat) format and emailed to mouang_phan@ios.doi.gov.

2. Contractor must provide all required documents identified in FAR 52.212-2 for their quote to be considered responsive.

3. In accordance with FAR 12.203(b), quotes received will undergo a comparative evaluation to determine which contractor provides the best value to the government in terms of the best technical approach and acceptable past performance, while also providing a competitive price.

(End of Addendum to 52.212-1)

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| **FAR 52.212-2** | **Evaluation – Commercial Products and Commercial Services (RFO DEVIATION Mar 2026)** | **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:

**Factor 1 – Technical Approach:** The contractor's proposed technical approach is sound, feasible, and likely to be completed in a timely manner. It demonstrates a clear understanding of the requirements for each task outlined in the Performance Work Statement (PWS). Additionally, contractors must submit a comprehensive capability statement package that includes, at a minimum, their staffing, equipment, service area, and all applicable licenses required to perform the requirements of the PWS, including registration numbers and expiration dates.

**Factor 2 - Past Performance:** Past performance will be verified using data from the CPARS, SAM.gov, Contracting Officer's knowledge of and previous experience with the service being acquired, customer surveys, and any other reasonable basis. This includes use of Contractor Performance Assessment Reporting System (CPARS). If past performance information is not available for the quoter; the quoter shall be assigned a neutral rating which is neither favorable nor unfavorable.

**Factor 3 – Price:** All proposed prices will be reviewed for price reasonableness and any instances of unbalanced price, will be resolved by using price analysis techniques, IAW FAR 12.204(a). The Government reserves the right to request other than certified cost price data as necessary in determining price reasonableness.

**The Government will make the award using a comparative evaluation to determine which contractor provides the best value to the Government by offering the strongest technical approach and acceptable past performance while also presenting a competitive price.**

(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)

| **FAR 52.240-90** | **Security Prohibitions and Exclusions Representations and Certifications (RFO DEVIATION)** | **Mar 2026** |
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(a) *Definitions.* As used in this provision-—

*Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component* have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

*Business operations* means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

*Marginalized populations of Sudan* means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

*Sensitive technology—*

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.

(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of

Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

| **DIAR 1452.233-2** | **Service of Protest Department of the Interior (Deviation) (July 1996)** |
|---|---|

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO),

shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Bureau of Reclamation, 2800 Cottage Way, #E-1815, Sacramento, CA.

(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)

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|---|---|---|
| **FAR 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 listed above with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation. In accordance with E.O. 14275, the purpose of the Revolutionary FAR Overhaul (RFO) is to amend the Federal Acquisition Regulation (FAR) to ensure that it contains only provisions that are required by statute or that are otherwise necessary to support simplicity and usability, strengthen the efficacy of the procurement system, or protect economic or national security interests.

(End of provision)

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| **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)

***END OF PROVISIONS**

| IMPORTANT INFORMATION |
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**BE SURE TO READ FAR 52.212-1, INSTRUCTIONS TO OFFERORS, AND FAR 52.212-2, EVALUATION FACTORS. IF GUIDELINES ARE NOT FOLLOWED AS SET FORTH IN 52.212-1 YOUR OFFER COULD BE CONSIDERED NON-RESPONSIVE.**