



— BUREAU OF — RECLAMATION

San Luis Valley-Closed Basin Pumping Plant Roof Repair

Solicitation 140R4026Q0141

****This solicitation is set aside for
Total Small Business****

Quotes **MUST** be emailed to Ronda Lucero at ronda_lucero@ios.doi.gov prior to solicitation closing date and time. Please include the solicitation number 140R4026Q0141 in the subject line. *It is strongly recommended you verify with the Contract Specialist the receipt of your submission package.*

A site visit is scheduled for October 14, 2026, from 12:00 p.m. to 3:00 p.m. (MDT). Please RSVP to Susan Storm at (719) 589-1810 or ssstorm@usbr.gov.

Quotes are due no later than Monday, November 2, 2026, at 1:00 PM (MST)

INTERIOR REGION 7 • UPPER COLORADO BASIN

COLORADO, NEW MEXICO, UTAH, WYOMING

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)		1. SOLICITATION NO. 140R4026Q0141	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 10/08/2026	PAGE 1	OF 22	PAGES
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.							
4. CONTRACT NO.			5. REQUISITION/PURCHASE REQUEST NO. 0044051803		6. PROJECT NO.		
7. ISSUED BY Bureau of Reclamation Upper Colorado Region Regional Office 125 South State Street, Room 8100 Salt Lake City UT 84138		CODE R40	8. ADDRESS OFFER TO				
9. FOR INFORMATION CALL		a. NAME Ronda Lucero		b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 8015243691			

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)

Attachment 1 - SLV-CB PUMPING PLANT ROOF SOW
Attachment 2a - Pricing Schedule_Repair
Attachment 2b - Pricing Schedule_Replacement
Attachment 2 - Pricing Schedule_fillable
Attachment 3 - DBA WD#C020260001

MAGNITUDE OF THE CONSTRUCTION PROJECT IS ESTIMATED TO BE BETWEEN \$100,000 AND \$250,000.

NAICS CODE: The North American Industry Classification System (NAICS) code for this acquisition is 238160 - Roofing Contractors.

The small business size standard is \$19.0M and is a 100% Total Small Business Set Aside.

There will be a scheduled SITE VISIT from 12:00 PM to 3:00 PM on Thursday, October 14, 2026, at the San Luis Lakes State Wildlife Area, 16399 Lane 6 N, Mosca, CO 81146.

Continued...

11. The contractor shall begin performance within <u>10</u> calendar days and complete it within <u>90</u> calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. (See _____).	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) ☒ YES ☐ NO	12b. CALENDAR DAYS 21

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 1300 (hour) local time 11/02/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

d. Offers providing less than 0 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
16. REMITTANCE ADDRESS (Include only if different than Item 14.)	
CODE	FACILITY CODE

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

AMOUNTS



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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT ☐ 10 U.S.C. 3204(a) () ☐ 41 U.S.C. 3304(a) ()
26. ADMINISTERED BY Bureau of Reclamation Upper Colorado Region Albuquerque Area Office 555 Broadway Blvd NE, Suite 100 Albuquerque NM 87102	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u> 0 </u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print) Mary B. Maestas
30b. SIGNATURE	31b. UNITED STATES OF AMERICA BY
30c. DATE	31c. DATE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGES
	140R4026Q0141	PAGE 3 OF 22
NAME OF OFFEROR OR CONTRACTOR		

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All questions/inquiries must be submitted to the Contract Specialist, Ronda Lucero via e-mail no later than Monday, October 26, 2026, by 1:00 p.m. MDT. Complete proposals shall be emailed to the Contract Specialist, Ronda Lucero, ronda_lucero@ios.doi.gov no later than Monday, November 2, 2026, by 1:00 p.m. MST. *All offerors must follow the instructions and evaluation procedures outlined in: FAR 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services, and FAR 52.212-2, Evaluation - Commercial Products and Commercial Services. Delivery Location Code: 0011285638 Bureau of Reclamation-UC-AFD Alamosa Field Division 10900 Hwy 160 East Alamosa CO 81101-9045 US Period of Performance: 12/01/2026 to 04/01/2027				
00010	Roof Repair or Replacement as per the Statement of Work. Product/Service Code: Z2EB Product/Service Description: REPAIR OR ALTERATION OF MAINTENANCE BUILDINGS				

Clauses

52.212-4 TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (RFO DEVIATION MAR 2026)

---Addendum to 52.212-4---

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: <https://www.acquisition.gov/far-overhaul>

FAR Overhaul Part 52: <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-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 Department of the Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (RFO DEVIATION MAR 2026)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (RFO DEVIATION MAY 2026)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (RFO DEVIATION MAY 2026)

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (RFO DEVIATION MAY 2026)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (RFO DEVIATION JAN 2026)(15 U.S.C. 644)

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (RFO DEVIATION JAN 2026)

52.222-3 CONVICT LABOR (RFO DEVIATION MAY 2026)

52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (RFO DEVIATION MAY 2026)

52.222-7 WITHHOLDING OF FUNDS (RFO DEVIATION MAY 2026)

52.222-8 PAYROLLS AND BASIC RECORDS (RFO DEVIATION MAY 2026)

52.222-9 APPRENTICES AND TRAINEES (RFO DEVIATION MAY 2026)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (RFO DEVIATION MAY 2026)

52.222-11 SUBCONTRACTS (LABOR STANDARDS) (RFO DEVIATION MAY 2026)

52.222-12 CONTRACT TERMINATION-DEBARMENT (RFO DEVIATION MAY 2026)

52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (RFO DEVIATION MAY 2026)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (RFO DEVIATION MAY 2026)

52.222-15 CERTIFICATION OF ELIGIBILITY (RFO DEVIATION MAY 2026)

52.222-50 COMBATING TRAFFICKING IN PERSONS (RFO DEVIATION MAY 2026) (22 U.S.C. CHAPTER 78 AND E.O. 13627)

52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (RFO DEVIATION MAY 2026)

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (RFO DEVIATION MAY 2026)

52.222-90, ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (RFO DEVIATION MAY 2026)

52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (RFO DEVIATION MAY 2026)

52.223-23 SUSTAINABLE PRODUCTS (RFO DEVIATION MAY 2026)

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

Sustainable product means—

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

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

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

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 76711) (40 CFR part 82, subpart G) (<https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables>).

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

provides sustainable products as required by this contract, when the products are—

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

(End of clause)

52.225-9 BUY AMERICAN-CONSTRUCTION MATERIALS (OCT 2022)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (RFO DEVIATION MAR 2026) (E.O. 13513)

52.227-1 AUTHORIZATION AND CONSENT (JUNE 2020)

52.227-4 PATENT INDEMNITY-CONSTRUCTION CONTRACTS (DEC 2007)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

1. Payment Bond
2. An irrevocable letter of credit (ILC)

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 21 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2021)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT2018) (31 U.S.C. 3332)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

52.233-1 DISPUTES (MAY 2014)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

52.236-2 DIFFERING SITE CONDITIONS (RFO DEVIATION JAN 2026)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (RFO DEVIATION JAN 2026)

52.236-5 MATERIAL AND WORKMANSHIP (RFO DEVIATION JAN 2026)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (RFO DEVIATION JAN 2026)

52.236-7 PERMITS AND RESPONSIBILITIES (RFO DEVIATION JAN 2026)

52.236-8 OTHER CONTRACTS (RFO DEVIATION JAN 2026)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (RFO DEVIATION JAN 2026)

52.236-10 OPERATIONS AND STORAGE AREAS (RFO DEVIATION JAN 2026)

52.236-12 CLEANING UP (RFO DEVIATION JAN 2026)

52.236-13 ACCIDENT PREVENTION (RFO DEVIATION JAN 2026)

52.236-17 LAYOUT OF WORK (RFO DEVIATION JAN 2026)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (RFO DEVIATION JAN 2026)

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (RFO DEVIATION MAR 2026)

52.240-92 SECURITY REQUIREMENTS (RFO DEVIATION MAR 2026)

52.242-14 SUSPENSION OF WORK (APR 1984)

52.242-15 STOP-WORK ORDER (AUG 1989)

52.243-4 CHANGES (RFO DEVIATION OCT 2025)

52.243-5 CHANGES AND CHANGED CONDITIONS (RFO DEVIATION OCT 2025)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (RFO DEVIATION MAY 2026)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

52.253-1 COMPUTER GENERATED FORMS (RFO DEVIATION MAY 2026)

DIAR 1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term

or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

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

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

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

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

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

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

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

(End of Clause)

DOI-AAAP-0028 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS-INVOICE PROCESSING PLATFORM (IPP) (FEB 2021)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

'Payment request' means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is:
<https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

- Mary B. Maestas, Contracting Officer – mary_maestas@ios.doi.gov
- Ronda Lucero, Contract Specialist – ronda_lucero@ios.doi.gov
- TBD, Contracting Officer's Representative – TBD

Failure to email the signed invoice may result in significant delays or possible rejection of the payment request.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email

IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

WBR 1452.201-80 CONTRACTING OFFICER'S REPRESENTATIVE'S AUTHORITIES AND LIMITATIONS -- BUREAU OF RECLAMATION (MAY 2018)

a) Performance of the work under this contract shall be subject to the technical direction of the Reclamation Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

- (1) Inspecting and accepting or rejecting work performed under the contract.
- (2) Representing the Government in technical phases of the work. The COR is responsible for the technical administration of the contract and will provide instructions and interpretations to the Contractor on all technical matters relating to the contract. The COR will supervise or oversee all Government technical and administrative personnel assigned to assist the COR.
- (3) Reviewing and, where required by the contract, approving submittals of technical data, shop drawings, samples, literature, plans, or other data required to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work stated in the contract. Only the Contracting Officer is authorized to determine if a change is within the scope of the contract; therefore, the COR does not have the authority to, and may not, issue any technical direction that -

- (1) Constitutes a direction of additional work outside the Contract requirements;
- (2) Constitutes a change as defined in the contract clause entitled "Changes;"
- (3) In any manner causes an increase or decrease in the total contract cost, or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions or specifications of the contract; or
- (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

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

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must -

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

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

(End of clause)

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

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

(b) Contractor shall comply with the most current version of the Bureau of Reclamation's Reclamation Safety

and Health Standards (RSHS) and, if incorporated, 52.236-13 Accident Prevention.

The RSHS manual shall be obtained at: <http://www.usbr.gov/safety/rshs/index.html>

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

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

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

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

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

(End of clause)

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

(a) Definitions.

"Cultural items" as defined by Native American Graves Protection and Repatriation Act (NAGPRA) include Native American human remains, funerary objects, sacred objects, and objects of cultural patrimony. "Cultural resources" is a broad term that includes prehistoric, historic, architectural, and traditional cultural properties; specific items include, but are not limited to, human skeletal remains, archaeological artifacts, records, and material remains related to such properties.

"Funerary objects" means Native American items that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed intentionally at the time of death or later with or near individual human remains.

"Human remains" means the physical remains of the body of a person.

"Native American" means of, or relating to, a tribe, people, or culture that is indigenous to the United States. "Sacred objects" means Native American items that are specific ceremonial objects needed by traditional Native American religious leaders for the practice of traditional Native American religions by their present-day adherents. These items are specifically limited to objects that were devoted to a traditional Native American religious ceremony or ritual and which have religious significance or function in the continued observance or renewal of such ceremony.

"Objects of cultural patrimony" means Native American items having ongoing historical, traditional, or cultural importance central to the Native American tribe or Native Hawaiian organization itself, rather than property owned by an individual tribal or organization member. These objects are of such central importance that they may not be alienated, appropriated, or conveyed by any individual tribal or organization member.

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

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

(i) If a cultural resource is determined by Reclamation to be a Native American cultural item, then the Contractor shall cease the activity in the area of the discovery, make a reasonable effort to protect the items discovered, and wait for written approval from the Contracting Officer before resuming activity.

(ii) If the discovery occurs on tribal lands, the Contractor shall immediately orally notify the responsible tribal official and the Contracting Officer and follow with written confirmation within 48 hours to the responsible tribal official and the contracting officer. (The contracting officer will supply the name and phone number of the tribal official.

(iii) The Contractor shall exercise care so as not to disturb or damage any cultural resources discovered during the execution of this contract and shall provide such cooperation and assistance as may be necessary to preserve the

findings for removal or other disposition by Reclamation. The Contractor shall not resume work in the area of a discovery until written notice to proceed is received from the contracting officer.

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

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

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

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

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

(End of clause)

WBR 1452.237-80 SECURITY REQUIREMENTS -- BUREAU OF RECLAMATION (MAR 2022)

(a) General Security Requirements:

(1) This clause addresses security requirements, including general procedural requirements, information security requirements, contractor employee suitability requirements, identification card requirements, site security requirements, vessel exclusion barriers, and information technology security requirements. Within this clause, COR means Contracting Officer's Representative. If there is no COR appointed and identified to the Contractor, the term instead will mean the Program Manager or any other authorized individual responsible for technical oversight under the contract. "Work site" means the Government facility, office, construction site, and any other area within the Government office or facility that the Contractor must access to accomplish work under this contract.

(2) The work performed under this contract shall only be accomplished by individuals (in the employment of the Contractor or any subcontractors) whose conduct and behavior is consistent with the efficiency of the Federal Service and the requirements of this contract, and who are acceptable to the contracting officer. If Reclamation finds a Contractor employee to be unsuitable or unfit for his or her assigned duties, the contracting officer will direct the Contractor to remove the individual from the contract and access to the Federal facility at which the contract activities are occurring.

(3) The Contractor's employees governed by this contract may need access to sensitive information and/or sensitive areas. The Federal Government (Government) reserves the right, in its sole discretion, to determine suitability of Contractor personnel and deny access to any sensitive information or project specific area to any personnel for any cause.

(4) The Contractor is responsible for informing and ensuring compliance by its employees with any applicable security procedures of the Government facility where work may be performed under this contract.

(5) Any Contractor employee that will have access to a Federally-controlled facility or information system will be required to have a Government-issued identification card, consisting of a Personal Identity Verification (PIV) Card, a temporary identification card, or a visitor badge. (Note: within the Department of the Interior this card is known as a DOI Access Card.) During performance of the contract, the Contractor shall keep the COR apprised of any changes in personnel, or changes in personnel access or duration, to ensure that performance is not delayed by compliance with credentialing processes.

(6) A Contractor employee will not be provided access to a Government facility or information system until a Government PIV Card, temporary identification card, or visitor identification badge has been issued to the Contractor employee. For those individuals that will be receiving a PIV Card, the Government may, at its discretion, issue a temporary identification card or visitor identification badge after the electronic background investigation forms have been received and the investigation is initiated.

(7) All Contractor employees shall access the facility via the facility's entry screening system and visibly display

the Government-issued PIV Card, temporary identification card, or visitor identification badge at all times. Contractor employees must visibly wear the Government-issued identification card at all times they are on Government facilities. Contractor employees are responsible for the safekeeping of all Government-issued identification cards, whether on-site or off-site. Cards that have been lost, damaged, or stolen must be reported to the COR and DOI Access Sponsor immediately, but not later than within 24 hours. The Contractor shall return all identification cards and card keys and any other Government property and information upon completion of performance or when personnel depart permanently or for a period of 7 days or more. The Contractor may be required to turn in access control cards or identification cards on a daily basis.

(8) Misuse or loss of access control or identification cards, or failure to comply with required surrender of such cards may, at Government discretion, result in Contractor personnel being denied access to the work site, at no cost to Government. The Contractor may be charged up to \$500 for each occurrence for any required replacement of Government-issued access control or identification cards due to loss or misuse. At the end of contract performance, or when a Contractor employee is no longer working under this contract, the Contractor shall ensure that all access control and identification cards are returned to the COR.

(9) All Contractor personnel, including subcontractor personnel, with access to the work site shall be U.S. citizens or foreign individuals legally residing in, or legally admitted to, the U.S. For all non-U.S. citizens working under this contract, irrespective of length of time working on the contract, the Contractor shall provide to the COR, legible and valid copies of the individual's passport and visa (unless individual is on the Visa Waiver Program) a minimum of 14 calendar days prior to beginning work or arriving at the facility. A driver's license is not acceptable identification. In addition, a completed form I-94 shall be submitted to the COR upon the individual's arrival at the work facility and prior to beginning work.

(10) The Contractor shall report all contacts with entities, individuals, and counsel/representatives (including foreign entities and foreign nationals) who seek in any way to obtain unauthorized access to sensitive information or areas. The Contractor shall report any violations of contract provisions, laws, executive orders, regulations, and guidance to the contracting officer. The Contractor shall report any information raising a doubt as to whether an individual's eligibility for continued employment or access to sensitive information is consistent with the interests of National Security and the Public Trust.

(11) Unsanctioned, negligent, or willful inappropriate action on the part of the Contractor (or its employees) may result in termination of the contract or removal of some Contractor employees from Reclamation facilities at no cost to the Government. These actions include, but are not limited to, exploration of a sensitive system and/or information, introduction of unauthorized and/or malicious software, inappropriate release of sensitive information, or failure to follow prescribed access control policies and/or security procedures. Failure to comply with Reclamation policies, procedures, or other published security requirements may result in termination of the contract or removal of some contracted employees from Reclamation buildings and/or facilities at no cost to the Government.

(12) All provisions of this clause shall equally apply to all subcontractors. The Contractor shall incorporate the substance of this clause in all subcontracts.

(13) These security requirements apply to all sections of this Contract including Contract Drawings and other Contract Specifications as applicable. Related documents include other general provisions of Construction or Operations and Maintenance type Contracts, including FAR clauses by reference or as amended by related documents.

(b) Information Security Requirements.

(1) Sensitive Information. The term "sensitive information" means any information which warrants a degree of protection and administrative control as defined by Reclamation or that meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act. Sensitive information is generally categorized as CONTROLLED UNCLASSIFIED INFORMATION (CUI), but in some cases may include other unclassified information. (The protection of National Security information is beyond the scope of this clause. If any work on National Security information is required under this contract, it is addressed under other contract clauses.) The Contractor shall protect this type of information from unauthorized release into public domain, or to unauthorized persons, organizations, or subcontractors. Information which, either alone or in aggregate, is deemed sensitive by Reclamation shall be handled and protected in accordance with Reclamation Directives and Standards SLE 02-01 Identifying and Safeguarding Controlled Unclassified Information (CUI), which is available from the COR or at <http://www.usbr.gov/recman/DandS.html#sle>.

(i) Any Government-furnished information or material does not become the property of the Contractor and may

be withdrawn at any time. Upon expiration or termination of the contract, all documents released to the Contractor and any material created using data from such documents shall be returned to the COR for final disposition. Government-furnished information residing on any electronic systems (laptops, servers, desktops, media) shall be deleted from those systems using a COR-approved data erasure solution. Only with prior authorization from the contracting officer may the Contractor retain the material. The Contractor or subcontractor shall not disclose or release the materials provided to the Contractor to any individuals of the Contractor's organization not directly engaged in providing services under the contract or that do not have a valid need-to-know. All technical data provided to the Contractor by the Government shall be protected from public or private disclosure in accordance with the markings printed on them. All other information relating to the items to be delivered or the services to be performed under this contract shall not be disclosed by any means without prior approval of the contracting officer. Prohibited dissemination or disclosure includes, but is not limited to: permitting access to such information by foreign nationals or by immigrant aliens who may be employed by the Contractor, publication of technical or scientific papers, advertising, disclosure to Contractor staff not investigated and deemed acceptable at the appropriate information sensitivity level, and any other public release. The Contractor shall maintain, and furnish upon request of the contracting officer, records of the names of individuals who have access to sensitive material in its custody and the sensitive material to which the individuals had access. All questions regarding information security, access, and control shall be referred to the COR.

(ii) The Contractor shall not release to anyone outside the Contractor's organization any sensitive, or otherwise protected information, regardless of medium in which it is contained (for example, film, tape, document, electronic), pertaining to any part of this contract or any Reclamation program or activity, unless the contracting officer has given prior written approval. This includes, but is not limited to, news releases, marketing promotions, articles, interviews, reports, social media posts, and any other media releases. Requests for approval shall identify the specific information to be released, the medium to be used, the purpose for the release, and a description of the need-to-know. The Contractor shall submit its request to the contracting officer ten business days before the proposed date for release. Subcontractors shall submit requests for authorization to release through the prime Contractor to the contracting officer.

(iii) The Contractor shall notify the COR immediately when known or suspected loss/compromise of sensitive information or other documents, notes, drawings, sketches, reports, photographs, exposed film or similar information which may affect the security interests of Government has occurred. This requirement extends to employees and other personnel working on behalf of the Contractor, and expands responsibility to include prompt reporting of security issues, including observed or subsequently discovered efforts by unauthorized persons to gain unauthorized access to sensitive information.

(2) Classified Information.

(i) The disclosure of U.S. Government documents by third parties can result in damage to our national security. While this contract may not deal directly with classified information, each contractor is obligated to protect classified information pursuant to all applicable laws and to use Government information technology systems in accordance with agency procedures so that the integrity of such systems is not compromised.

(ii) Unauthorized disclosures of classified documents (whether in print, on a blog, or on websites, or other electronic or non-electronic media) do not alter the documents' classified status or automatically result in declassification of the documents. To the contrary, classified information, whether or not already posted on public websites or disclosed to the media, remains classified, and must be treated as such by Federal employees and contractors, until it is declassified by an appropriate U.S. Government authority. Executive Order 13526, Classified National Security Information (December 29, 2009), Section 1.1.(c) states, "Classified Information shall not be declassified automatically as a result of any unauthorized disclosure of identical or similar information." Although the Department has taken steps to prevent access to publicly disclosed classified materials from Departmental computers, it is important to understand our continuing duties and responsibilities in this regard.

(iii) Contractors (which include all employees of the contractor, as well as subcontractors and its employees performing work for the contractor) are reminded of the following obligations with respect to the treatment of classified information and the use of unclassified government information technology systems:

(iv) The contractor shall not, while using unclassified Government computers or other devices (such as phones or tablets) access documents that are marked classified (including classified documents made publicly available by a third party), as doing so risks that material still classified will be placed onto unclassified systems. This requirement does not restrict contractor access to unclassified, publicly available news reports (and other unclassified material) that may in turn discuss classified material, as distinguished from access to underlying

documents that themselves are marked classified (including if the underlying classified documents are available on public web sites or otherwise in the public domain).

(v) For contracts that require access to classified information, the contractor is responsible for obtaining the required national security clearance through the Department of the Defense National Industrial Security Program Operating Manual (NISPOM). Any classified contracts will be coordinated through the Reclamation Chief Security Officer, or for IT requirements, the Bureau Chief Information Security Officer. No contractor shall access classified information unless proper clearances have been obtained and transmitted to Reclamation. For further information, refer to 443 DM 1 or DOD NISPOM 5220.22-M dated February 28, 2006 (incorporating change 2 dated May 18, 2016).

(vi) Classified information shall not be removed from official premises.

(vii) Classified information shall not be disclosed without proper authorization.

(c) Reserved

(d) Reserved

(e) Site Security Requirements

(1) General Description. This section provides provisions to ensure the full security integrity of the facility and personnel working at the facility. The work of this section may involve interfaces with a number of Government security personnel, normally coordinated through the designated COR. The Contractor is responsible for ensuring that activities are accomplished in a manner that complies fully with applicable security statutes, regulations, policies, directives, and standards.

(2) Government Security Personnel. When and where applicable, personnel may be assigned to control access, secure materials or activities at the work site, or escort Contractor personnel in sensitive areas. Personnel may include security managers, security guards, security contractors acting as agents of the Government, law enforcement personnel, or other contractors or employees. These individuals may be used to ensure the overall security and integrity of the site or building and provide controlled access. These individuals may conduct inspections of all workers, vehicles, equipment, or materials entering, or re-entering the work site. The inspection may be done visually, with walk-through and/or hand-held metal detectors, or by other means as may be deemed necessary by Reclamation.

(3) Contractor Guard Force. At the Contractor's sole discretion, and at the Contractor's own expense, with prior written Government approval, a Contractor may be authorized to hire its own guards to secure Contractor-owned equipment and/or to protect Contractor employees or subcontractors. If such a relationship is permitted, the Contractor shall be exclusively liable for all guard activities to include action or inaction of Contractor's guard personnel. The Government will not offer nor provide any indemnification. Contractor shall be solely responsible for guards at all times to include any supervision, oversight, and for the development of local guard orders and/or procedures. The Contractor shall be responsible for coordinating all guard activities with the COR and shall develop and submit to the COR, for advance approval, any guard orders and/or guard procedures.

(4) Additional Security-Related Submittals

(i) Visitor List. The Contractor shall furnish to the COR, in advance, notification of visit of any Contractor-sponsored visitor to a Government-controlled facility. This notification should be in writing and must include the purpose or nature of the visit, the full name of the visitor, and the full name and phone number of the designated sponsor who will be physically responsible for escorting the visitor for the duration of the scheduled visit.

(ii) Delivery Schedule. The Contractor shall furnish to the COR, in advance, a schedule for all deliveries. This list shall include estimated delivery date, time, nature of the materials being delivered, and – where available – the name of delivery company and type of vehicle.

(iii) Explosives Security Plan. The Contractor shall furnish to the COR for approval, in advance, an explosives security plan at any work site where explosives will be stored or used.

(5) General Provisions.

(i) General. The Contractor shall comply with the Government's site security procedures as specified, and as requested subsequent to award of Contract. Failure of the Contractor to comply with required access controls, information handling procedures, or any other security controls or procedures, may result in revocation of Contractor personnel access to the work site. The Government reserves the right to modify or clarify security provisions of this contract based on changing political and civil circumstances, and perceived threats to personnel or the facility.

(ii) Security Facilities and Equipment. The Contractor shall use security facilities and equipment only for the purposes intended and as directed by the contracting officer. The Contractor shall comply with the Government's instructions for use of secure storage areas, site enclosure and gates, temporary security lighting, building space enclosure, and lockup devices and systems established for detection, monitoring, signaling, and alarming field office facilities. Measures necessary to secure the integrity of materials, equipment, and tools installed or used in furtherance of this contract shall be at no cost to the Government.

(iii) Security Personnel Availability/Work Schedules. The Contractor shall notify the COR at least 48 hours in advance of any projected work which might impact on security or require the scheduling of extended security personnel support. The Contractor shall provide a weekly work schedule, such as anticipated delivery of materials, use of explosives or heavy machinery, and extra time needed for continuous or inherently lengthy construction or project specific operations (such as concrete placement).

(iv) Deliveries. The Contractor shall provide at least one day's advance notice of major deliveries, including time of arrival and trucks/carriers/documentation to be expected for arrival at work site. The Contractor shall provide reasonable advanced notice of deliveries which must be accommodated/accepted at times other than the Government's established working hours. Failure to provide adequate advanced notice may result in delivery delays at the Contractor's expense.

(v) Site Access. All Contractor personnel will be issued appropriate identification and must comply with all local access control procedures. The Government reserves the exclusive right to refuse or disallow any vehicular or pedestrian access to any Government-controlled facility, lands, or for any deliveries to the work site, regardless if access was scheduled or unscheduled.

(vi) Inspections and Searches. The Government reserves unqualified and unlimited right at any time to conduct security-related inspections or searches of work, material, equipment, personnel, and temporary facilities at the work site. The Contractor shall afford unrestricted access to work and allow surveillance and inspection by any Government personnel as authorized by the COR. The Government reserves the right to conduct searches of articles and personal effects of all Contractor personnel, both at point of entry and exit from the work site or Government facility. All Contractor personnel entering and leaving the work site may be required to pass through a Walk-Through-Metal-Detector device and/or other detection devices.

(vii) After Duty Hours. No Contractor personnel shall be permitted access to the work site after the Government's established working hours without prior authorization from the Government. All personnel seeking access to the site after the Government's established working hours may be required to sign in and out in a visitor's log that may be maintained by the on duty security personnel (if any).

(viii) Access Procedures at Sensitive Areas. In some instances, the Contractor may be required to erect temporary security barriers and doors to isolate a sensitive area as instructed by the Government. The Contractor may be required to install locks and thereafter control access. The Contractor shall comply with the Government's requirement for limited and escorted access to the sensitive area. The Contractor shall notify the COR at least one day prior to each requested access to the sensitive area that is outside of the Government's established working hours.

(ix) Reported Violations. Where an indication, report, or observation of unauthorized access or performance of unauthorized work has occurred, the Government reserves the right to stop work and deny access until the circumstance and work can be investigated, inspected, tested, and resolved. The entire cost of such stoppages and resolutions shall be borne by Contractor, except when alleged violations of established security requirements, after investigation, are found not to be the fault of the Contractor.

(x) Briefings. Contractor personnel who will be assigned to this project, and who will have access to the work site, may be required to attend Government-conducted security briefings. The Government reserves the right to conduct security briefings for Contractor personnel and visitors at all levels of involvement in performance of work and maintenance of security. Required briefings may include, but are not limited to, the following: Information Security, Site Security Requirements and Procedures, Security Awareness, Delivery Methods and Inspections, Storage Requirements, Reporting Requirements, Supervisory Procedures, Contractor Employee Conduct, Visitor Control, and Threats.

(xi) Key Control. Control of keys/access codes and lock combinations is essential for the Government's project security. The Contractor shall not allow keys or access codes to be duplicated or removed from the work site, nor allow lock combinations to be divulged without specific written advanced authorization from the COR. Such loss of control, observed or suspected, may result in a requirement to change locks involved at the Contractor's expense. At the direction of the COR, the Contractor shall provide duplicate keys and lock combinations to Government security personnel when requested for the purpose of security inspections and

emergency actions, including keys, combinations, and access codes needed for unrestricted access to every area and element of the project. The Contractor may be required to establish a key control program that is acceptable to the Government for Government-issued keys and for heavy machinery parked at the construction site (if this is a construction contract).

(xii) Vehicle Control. In general, parking of vehicles on the work site shall not be permitted, except for tractors, cranes, and similar equipment used directly in performance of work, for delivery of materials/supplies, and for removal of waste and surplus material. The Government may designate an approved contractor employee parking area. Upon entering the work site, vehicles and drivers may be subject to search and inspection. The Contractor shall obtain authorization from the COR to park the Contractor's official vehicles and motorized vehicular construction equipment that are required/desired to be parked on the work site. Vehicles in violation may be towed off the work site at the Contractor's expense. Where Government-designated employee parking is not available, parking of construction employees' automobiles and similar transportation vehicles may be excluded from the work site. It is the Contractor's responsibility to arrange for suitable accommodation for these vehicles.

(xiii) Prohibited/Restricted Items. Prohibited/restricted items and activities on the work site include but are not limited to the following: firearms and other weapons, except as specifically authorized by the COR in compliance with state and Federal laws and regulations; drugs, including narcotics, barbiturates, marijuana, alcoholic beverages, and similar substances, except for use with valid medical prescription; and explosives.

(xiv) Exceptions for Explosives. When needed for use in specifically limited amounts and controlled circumstances for construction work, explosives may be brought onsite with written prior authorization from the COR. As a hazardous material, the Contractor shall treat the use of explosives in accordance with regulations and guidance provided by Federal, State, and local authorities. The storage of explosives shall be in accordance with requirements of the Bureau of Alcohol, Tobacco, and Firearms or the State in which they are stored. If onsite storage of explosives is necessary, explosives shall be stored at a pre-designated, secure site approved by the COR. Prior to Government approval of storage, the Contractor shall develop and submit to the COR a complete storage/security/retrieval plan for approval. The storage/security plan can be included in a "Blasting Safety Plan." The plan shall make accommodations for surveillance, detection, and response. Explosives firing systems shall be stored off-site and under no circumstances shall be stored together with explosives.

(xv) Photography. The use of photographic equipment and taking of photographs shall only be allowed as authorized by the COR.

(f) Reserved

(End of clause)

WBR 1452.242-80 POSTAWARD CONFERENCE -- BUREAU OF RECLAMATION (MAR 2022)

(b) Prior to the contractor starting work, a postaward conference (as described in FAR Subpart 42.5), will be convened by the contracting activity or contract administration office. The contractor's project manager shall attend the conference. If the contract involves subcontractors, a representative of each major subcontractor is also required to attend.

(c) The conference will be held at as a virtually through Microsoft Teams so that Contracting may attend and in person at:

Bureau of Reclamation
Alamosa Field Division
10900 US Highway 160
Alamosa, Colorado 81101

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

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

(End of clause)

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

Contract Documents, Exhibits, or Attachments

Attachment Number	Title	No. of Pages
1	Statement of Work	9
2a	Price Schedule – Repair Roof	1
2b	Price Schedule – Roof Replacement	1
3	Wage Determination	7

Provisions

---Addendum to 52.212-1---

FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (RFO DEVIATION MAR 2026)

General Instructions to Offerors

Offerors must fully comply with all instructions in this solicitation to ensure their proposal is complete and responsive. Incomplete proposals may be deemed unacceptable and excluded from award consideration.

Merely restating or repeating the requirements of the Statement of Work (SOW), or providing statements of intent, does not demonstrate sufficient understanding or capability. Proposals must include enough detail to allow the Government to conduct a thorough and accurate evaluation.

The Government reserves the right to cancel this solicitation at any time, before or after the closing date. If canceled, the Government is not obligated to reimburse offerors for any costs incurred in preparing or submitting proposals.

Submission Requirements

The Government intends to award a single firm-fixed price purchase order using comparative evaluation procedures under FAR 12.203. Offerors must submit clear, concise, and complete information to facilitate evaluation and comparison.

All proposals must be submitted electronically, with each required document as a separate file:

1. Cover Sheet

Include:

- Business name and contact information
- Unique Entity Identifier (UEI)
- Point of Contact (POC)
- Quotation acceptance period

2. A signed SF-1442

Include acknowledgment of any solicitation amendments.

3. Technical Approach

Provide a narrative describing how all work required in the SOW will be accomplished.

Include detailed methods for:

- Repair or full roof replacement
- Drainage improvements
- Debris management
- Safety compliance
- Overall project coordination

If equipment or material lead times may affect the proposed performance period, offerors are encouraged to recommend an adjusted timeline.

4. Relevant Experience / Past Performance

Submit up to three examples of similar roofing projects completed within the past five years.

These should demonstrate experience in:

- Roof repair, replacement, or upgrades for flat roof systems
- Flashing installation
- Drainage improvements
- Protection of adjacent facility operations

If subcontractors are proposed, include relevant past performance examples for each.

For each project, provide:

- Project name and location
- Description of work performed
- Actual dates and duration
- Reference contact (name, phone, email) from the acquiring customer

The Government may contact references to verify performance and assess project relevance.

5. Price Quote

Submit a completed Price Schedule (Attachment 2) reflecting a firm fixed price for all required work. Complete the Price Schedule associated with your proposed repair or replacement.

Also provide a detailed price breakdown, including:

- Labor categories, hours, and rates
- Equipment and material costs
- Subcontractor or supplier costs (if applicable)
- Travel costs
- Other direct costs (e.g., disposal, transport, permits)
- Overhead, G&A, and profit

Price breakdowns must be detailed enough for the Government to assess reasonableness, detect unbalanced pricing, and confirm all requirements are addressed.

Partial quotes will not be considered. All prices will be evaluated for fairness and reasonableness.

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: <https://www.acquisition.gov/browse/index/far>

FAR Overhaul Part 52: <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52>

Department of the Interior Acquisition Regulation: <https://www.acquisition.gov/diar>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

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 – REGISTRATION (RFO DEVIATION MAR 2026)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (RFO DEVIATION MAY 2026)

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

---Addendum to 52.212-2---

52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (RFO DEVIATION MAR 2026)

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

The Government will conduct a comparative evaluation of all quotations to determine best value. A higher-priced quotation may be selected if it offers greater technical value.

All non-price evaluation factors, when combined, are approximately equal in importance to price.

Factor 1 – Technical Approach

The Government will assess the clarity, feasibility, and soundness of each offeror's approach to repair or full roof replacement, drainage improvements, debris management, safety compliance, and project coordination.

Factor 2 – Relevant Experience / Past Performance

The Government will evaluate the relevance and quality of each offeror's prior projects, with emphasis on comparable work performed.

Factor 3 – Price

The Government will evaluate and compare total proposed prices for reasonableness and overall value.

Basis for Award

Award will be made to the offeror whose quotation is most advantageous to the Government, based on the comparative evaluation. The Government will minimize documentation in accordance with FAR Part 12.2 and comparative evaluation procedures.

(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)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (NOV 2015)

52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (RFO DEVIATION MAR 2026)

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

---Addendum to 52.212-3---

52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS-SECONDARY SITE OF THE WORK (RFO DEVIATION MAY 2026)

52.223-1 BIOBASED PRODUCT CERTIFICATION (RFO DEVIATION MAY 2026)

52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (RFO DEVIATION MAY 2026)

52.223-4 RECOVERED MATERIAL CERTIFICATION (RFO DEVIATION MAY 2026)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

(End of provision)

52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT-CONSTRUCTION MATERIALS (MAY 2014)

---End of Addendum to 52.212-3---

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

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)