



— BUREAU OF — RECLAMATION

Brackish Groundwater National Desalination Research Facility Yard Piping & Flow Measurement Upgrade Solicitation No. 140R4025Q0017

Proposal **MUST** be emailed to Valerie_jiron@ios.doi.gov prior to solicitation closing date and time. Include the solicitation number in the subject line. It is strongly recommended you verify with the Contract Specialist the receipt of your proposal package.

Inquires regarding this solicitation should be made to the following:

Valerie Jiron

Email: Valerie_jiron@ios.doi.gov

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

Last day for questions for Phase 1 is **Wednesday, October 28, 2026**.

**PHASE 1 QUALIFICATIONS: Due No Later than
Friday, November 6, 2026, at 4:00 PM MDT**

INTERIOR REGION 7 • UPPER COLORADO BASIN

COLORADO, NEW MEXICO, UTAH, WYOMING

BUREAU OF RECLAMATION
ALBUQUERQUE AREA OFFICE

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. 140R4025R0017	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 10/07/2026	PAGE OF PAGES 1 56
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.			5. REQUISITION/PURCHASE REQUEST NO. 0044006284	6. PROJECT NO.	
7. ISSUED BY Bureau of Reclamation Upper Colorado Region See Administered By Office 87102		CODE R43	8. ADDRESS OFFER TO		
9. FOR INFORMATION CALL		a. NAME Valerie Jiron	b. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 5054623658		

SOLICITATION

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

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

The Brackish Groundwater National Desalination Research Facility Yard Piping and Flow Measurement Design-Build project shall provide upgrades to site source water, potable water, and concentrate water piping and flow measurement infrastructure.

Attachment 1 - Statement of Objectives

LOCATION OF WORK: Brackish Groundwater National Desalination Research Facility (BGNDRF) site at 500 Lavelle Road in Alamogordo, New Mexico in Otero County.

NAICS 237110 Water and Sewer Line and Related Structures Construction. Size Standard \$45.0M.

11. The contractor shall begin performance within <u>21</u> calendar days and complete it within <u>343</u> calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. <i>(See _____).</i>	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES", indicate within how many calendar days after award in Item 12b.)</i> ☒ YES ☐ NO	12b. CALENDAR DAYS 21
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>1600</u> <i>(hour)</i> local time <u>11/06/2026</u> (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 <u>60</u> 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

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 Regional Office 125 South State Street, Room 8100 Salt Lake City UT 84138	27. PAYMENT WILL BE MADE BY
R40	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</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	30c. DATE	31b. UNITED STATES OF AMERICA	31c. DATE
		BY	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGES
	140R4025R0017	PAGE 3 OF 56

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	Delivery: 01/07/2028 Delivery Location Code: 0011285640 Bureau of Reclamation-UC-BGNDRF Alamogordo Field Division 500 La Velle Rd Alamogordo NM 88310 US Period of Performance: 01/08/2027 to 01/07/2028 BGNDRF Yard Piping and Flow Measurement Upgrade See Statement of Objectives (Section J Attachment 1) for more details. Quantity (QTY) - One (1) Unit of Issue - Activity Unit (A/U) Pricing Arrangement - Firm-Fixed Price (FFP) Period of Performance (PoP) - 12 Months Notice to Proceed See Schedule B for the Price Schedule continuation which includes all CLINS and sub-CLINS. CLIN includes all items and personnel necessary to complete project. All inclusive of items, equipment, materials, personnel, specialized personnel, etc. Reclamation will receive a complete 30%, 60%, 90% and 100% design. Product/Service Code: C1NE Product/Service Description: ARCHITECT AND ENGINEERING- CONSTRUCTION: WATER SUPPLY FACILITIES				
00020	Optional Line to locate piping leaks and repair per 50ft of pipeline. Maximum length is 500ft. (Option Line Item) Anticipated Exercise Date 01/08/2027 Product/Service Code: C1NE Product/Service Description: ARCHITECT AND ENGINEERING- CONSTRUCTION: WATER SUPPLY FACILITIES	1	AU		

Solicitation No. 140R4025R0017	Document Title BGNDRF Yard Piping Upgrade
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Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications

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CONTINUATION OF SECTION B – SUPPLIES OR SERVICES AND PRICES

**Brackish Groundwater National Desalination Research Facility Yard Piping and
Flow Measurement Upgrade Alamogordo, New Mexico**

B.1 PRICE SCHEDULES (Section J – Attachment 12)

- **TO BE PROVIDED IN PHASE 2 ONLY**

SECTION C – DESCRIPTION/SPECIFICATIONS

Please See Section J – Attachment 1 – Statement of Objectives (SOO)

SECTION D – PACKAGING AND MARKING

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SECTION E – INSPECTION AND ACCEPTANCE**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: <http://www.acquisition.gov/far/>

RFO 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)

CLAUSES INCORPORATED BY REFERENCE		
Clause	Title	Date
52.246-12	Inspection of Construction	August 1996

SECTION F – DELIVERIES OR PERFORMANCE**52.211-12 LIQUIDATED DAMAGES – CONSTRUCTION (SEPT 2000) (RFO DEVIATION OCT 2025)**

(a) If the Contractor Fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$1,616.08** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation: <http://www.acquisition.gov/far/>

RFO 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)

CLAUSES INCORPORATED BY REFERENCE		
Clause	Title	Date
52.211-13	Time Extensions	September 2000
52.236-15	Schedules for Construction Contracts	April 1984 (RFO Deviation Jan 2026)
52.242-14	Suspension of Work	September 1984
52.242-15	Stop-Work Order	August 1989

SECTION G – CONTRACT ADMINISTRATION

1452.201-70 AUTHORITIES AND DELEGATIONS – DEPARTMENT OF THE INTERIOR (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>

The Contractor shall also submit an electronic copy of the IPP invoice to the Contracting Officer Representative, To Be Determined at award and to the Contract Specialist, Valerie Jiron at Valerie.jiron@ios.doi.gov once the invoice has been submitted to IPP. Failure to email the invoice may cause significant delay or possible rejection of your payment request.

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

Design Phase:

- Invoice showing percent completion of design.

Construction Phase:

- Construction Invoice
- Monthly Certificate of Labor Conformance
- Subcontractor/Supplier Payment Summary

FAR 32.905(b) outlines a Proper Invoice to include:

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

Any other information or documentation required by the contract.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

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

(End of Local Clause)

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

(a) Prior to the contractor starting work, a post award 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.

(b) The conference (if in person) will be held at Brackish Groundwater National Desalination Research Facility site at 500 L Velle Road in Alamogordo, NM (88310) Otero County. If it cannot be held in-person for any reason, it will be held virtually using Microsoft Teams. If held virtually, each attendee shall attend using a separate computer/camera.

(c) 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.

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

(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)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

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

- 1) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
- 2) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web- based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in 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)

SECTION I – CONTRACT CLAUSES

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: <http://www.acquisition.gov/far/>

RFO 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 [insert regulation name] (48 CFR []) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE		
Clause	Title	Date
52.202-1	Definitions	June 2020
52.203-3	Gratuities	April 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	June 2020
52.203-7	Anti-Kickback Procedures	June 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal	June 2020
52.203-17	Contractor Employee Whistleblower Rights	November 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	January 2017
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204- 10	Reporting Executive Compensation and First Tier Subcontract Awards	June 2020 (RFO Deviation Mar 2026)
52.204-13	System for Award Management Maintenance	October 2018 (RFO Deviation Mar 2026)
52.204-14	Service Contract Reporting Requirements	October 2016 (RFO Deviation Mar 2026)

52.204-19	Incorporation by Reference of Representations and Certifications	December 2014 (RFO Deviation Mar 2026)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	January 2025 (RFO Deviation May 2026)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	October 2018 (RFO Deviation May 2026)
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	November 2015 (RFO Deviation May 2026)
52.215-2	Audit and Records Negotiation	June 2020
52.215-8	Order of Precedence Uniform Contract Format	October 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications	November 2021
52.219-6	Notice of Total Small Business Set-Aside	November 2020 (RFO Deviation Jan 2026)
52.219-8	Utilization of Small Business Concerns	January 2025 (RFO Deviation Jan 2026)
52.219-9	Small Business Subcontracting Plan	January 2025 (RFO Deviation Jan 2026)
52.219-14	Limitations on Subcontracting	October 2022 (RFO Deviation Jan 2026)
52.219-16	Liquidated Damages - Subcontracting Plan	September 2021 (RFO Deviation Jan 2026)
52.219-28	Post award Small Business Program Rerepresentation	January 2025 (RFO Deviation Jan 2026)
52.222-3	Convict Labor.	June 2003 (RFO Deviation May 2026)
52.222-4	Contract Work Hours and Safety Standards Overtime Compensation	May 2018 (RFO Deviation May 2026)
52.222-6	Construction Wage Rate Requirements	August 2018 (RFO Deviation May 2026)
52.222-7	Withholding of Funds	May 2014 (RFO Deviation May 2026)
52.222-8	Payrolls and Basic Records	July 2021 (RFO Deviation May 2026)

52.222-9	Apprentices and Trainees	July 2005 (RFO Deviation May 2026)
52.222-10	Compliance With Copeland Act Requirements	February 1988 (RFO Deviation May 2026)
52.222-11	Subcontracts (Labor Standards)	May 2014 (RFO Deviation May 2026)
52.222-12	Contract Termination Debarment	May 2014 (RFO Deviation May 2026)
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	May 2014 (RFO Deviation May 2026)
52.222-14	Disputes Concerning Labor Standards	February 1988 (RFO Deviation May 2026)
52.222-15	Certification of Eligibility	May 2014 (RFO Deviation May 2026)
52.222-35	Equal Opportunity for Veterans	June 2020 (RFO Deviation May 2026)
52.222-36	Equal Opportunity for Workers with Disabilities	June 2020 (RFO Deviation May 2026)
52.222-37	Employment Reports on Veterans	June 2020 (RFO Deviation May 2026)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	December 2010 (RFO Deviation May 2026)
52.222-50	Combating Trafficking in Persons	November 2021 (RFO Deviation May 2026)
52.222-54	Employment Eligibility Verification	January 2025 (RFO Deviation May 2026)
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	January 2022 (RFO Deviation May 2026)
52.222-62	Paid Sick Leave Under Executive Order 13706	January 2022 (RFO Deviation May 2026)
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts	May 2024 (RFO Deviation May 2026)

52.223-3 Alt I	Hazardous Material Identification and Material Safety Data. Alternate I (JUL 1995)	February 2021 (RFO Deviation May 2026)
52.223-5	Pollution Prevention and Right to Know Information	May 2024
52.223-23	Sustainable Products	May 2024 (RFO Deviation May 2026)
52.225-9	Buy American-Construction Materials	Oct 2022
52.226-7	Drug Free Workplace	May 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	May 2024
52.227-4	Patent Indemnity – Construction Contracts	December 2007
52.228-2	Additional Bond Security	October 1997
52.228-5	Insurance Work on a Government Installation	January 1997
52.228-11	Individual Surety Pledge of Assets	February 2021
52.228-12	Prospective Subcontractor Requests for Bonds	December 2022
52.228-14	Irrevocable Letter of Credit	November 2014
52.228-15	Performance and Payment Bonds-Construction	June 2020
52.229-3	Federal, State, and Local Taxes	February 2013 (RFO Deviation Oct 2025)
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	Apr 2003 (RFO Deviation Oct 2025)
52.232-5	Payments Under Fixed Price Construction Contracts	May 2014
52.232-17	Interest	May 2024
52.232-23	Assignment of Claims	May 2014
52.232-24	Prohibition of Assignment of Claims	May 2014
52.232-27	Prompt Payment for Construction Contracts	January 2017
52.232-33	Payment by Electronic Funds Transfer System for	October 2018
52.232-39	Unenforceability of Unauthorized Obligations	June 2013
52.232-40	Providing Accelerated Payments to Small Business	March 2023
52.233-1	Disputes	May 2014
52.233-3	Protest After Award	August 1996
52.233-4	Applicable Law for Breach of Contract Claim	October 2004
52.236-2	Differing Site Conditions	April 1984 (RFO Deviation Jan 2026)
52.236-3	Site Investigation and Conditions Affecting the Work	April 1984 (RFO Deviation Jan 2026)
52.236-5	Material and Workmanship	April 1984 (RFO Deviation Jan 2026)
52.236-6	Superintendence by the Contractor	April 1984 (RFO Deviation Jan 2026)
52.236-7	Permits and Responsibilities	November 1991 (RFO Deviation Jan 2026)
52.236-8	Other Contracts	April 1984 (RFO Deviation Jan 2026)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	April 1984 (RFO Deviation Jan 2026)

52.236-10	Operations and Storage Areas	April 1984 (RFO Deviation Jan 2026)
52.236-11	Use and Possession Prior to Completion	April 1984 (RFO Deviation Jan 2026)
52.236-12	Cleaning Up	April 1984 (RFO Deviation Jan 2026)
52.236-13	Accident Prevention	November 1991 (RFO Deviation Jan 2026)
52.236-14	Availability and Use of Utility Services	April 1984 (RFO Deviation Jan 2026)
52.236-15	Schedules for Construction Contracts	April 1984 (RFO Deviation Jan 2026)
52.236-17	Layout of Work	April 1984 (RFO Deviation Jan 2026)
52.236-21 Alt I	Specifications and Drawings for Construction	February 1997 (RFO Deviation Jan 2026)
52.240-91	Security Prohibitions and Exclusions	(RFO Deviation Mar 2026)
52.242-5	Payments to Small Business Subcontractors	January 2017
52.242-13	Bankruptcy	July 1995
52.243-4	Changes	June 2007 (RFO Deviation Oct 2025)
52.244-6	Subcontracts for Commercial Products and Commercial Services	January 2025 (RFO Deviation May 2026)
52.246-21	Warranty of Construction	March 1994
52.248-3	Value Engineering Construction	October 2025
52.249-2	Termination for Convenience of the Government (Fixed	April 2012
52.249-10	Default (Fixed Price Construction)	April 1984
52.253-1	Computer Generated Forms	January 1991 (RFO Deviation May 2026)

52.217-7 OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **7 days of identifying piping leak**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

- (1) The Contractor will not engage in any racially discriminatory DEI activities;
- (2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
- (3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
- (4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
- (5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
- (6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

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

(End of clause)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

- (a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.
- (b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.
- (c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the

event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the _____ [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's-

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title. (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this

contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title;
- (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights. (1) No payment or vesting of title under this clause shall-

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that-

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

1452.203-70 RESTRICTION ON ENDORSEMENTS – DEPARTMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

1452.204-70 RELEASE OF CLAIMS – DEPARTMENT OF THE INTERIOR (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

1452.215-70 EXAMINATION OF RECORDS – DEPARTMENT OF THE INTERIOR (APR 1984)

For purposes of the Examination of Records by the Comptroller General clause of this contract (FAR 52.215-1), the Secretary of the Interior, the Inspector General, and their duly authorized representative(s) from the Department of the Interior shall have the same access and examination rights as the Comptroller General of the United States.

(End of clause)

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)

1452.228-70 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:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$100,000 minimum coverage

GENERAL LIABILITY

\$500,000 per occurrence

AUTOMOBILE LIABILITY

\$200,000 each person

\$500,000 each occurrence

\$20,000 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.

(End of clause)

WBR 1452.223-80 ASBESTOS-FREE WARRENTY – BUREAU OF RECLAMATION (AUG 2021)

(a) The Contractor warrants that all items delivered, or work required by the contract, shall be free of asbestos in any form whatsoever.

(b) The Contractor may request the Contracting Officer to approve an exception to this prohibition when an asbestos-free product is not available. Such requests shall be fully documented and submitted as soon as possible after the contractor determines that an asbestos-free product is not available.

(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 1452.232-81 PAYMENT FOR MOBILIZATION AND PREPARATORY WORK -- BUREAU OF RECLAMATION (MAR 2022)

(a) General. Payment for the Mobilization and Preparatory Work line item of the schedule will be made as reflected herein. To the extent that this line item exceeds the percentage of total contract pricing as estimated by the Contracting Officer in WBR 1452.236-85, Instruction for Mobilization and Preparatory Work Schedule Line Item, payment will be made as reflected in Section (d)(5) below. Reclamation will make payment to the Contractor in accordance with this clause for operations including, but not limited to, those necessary for --

- (1) Movement of personnel, equipment, supplies, and incidentals to the project site;
- (2) The establishment of offices, buildings, plants and other facilities, at the site (excludes temporary buildings (e.g. storage sheds, shops, offices) and utilities listed in the Operations and Storage Areas clause of this contract;
- (3) Payment of premiums for project bonds and insurance; and

- (4) Other work and operations which must be performed or costs incurred incident to the initiation of meaningful work at the site and for which the contract does not otherwise provide for payment.
- (b) Facilities and equipment covered by mobilization work.
- (1) All facilities, plant, and equipment which are established at, or brought to, the site shall be deemed to be subject to the provisions of this paragraph unless the Contracting Officer specifically provides other written authorization for a particular item or items.
 - (2) The Contractor shall be solely responsible for the adequacy, efficiency, use, protection, maintenance, repair, and preservation of all facilities, plant, and equipment on site.
 - (3) The facilities, plant, and equipment covered by this paragraph shall not be dismantled or removed from the site prior to completion of the work under the contract without the written authorization of the Contracting Officer.
- (c) Termination for default. Should the Contractor be terminated for default as provided by the Default clause of this contract --
- (1) All facilities, plant, and equipment on the site shall be subject to the Government's right to take possession of and utilize such items for the purpose of completing the work;
 - (2) The Contractor shall provide evidence of encumbrances, liens, or other security interests, to the Contracting Officer; and
 - (3) Any encumbrance, lien, or other security interest on such facilities, plant, or equipment shall be subordinated to the Government's rights under the Default clause of this contract to utilize all facilities, plant, and equipment to complete the work under the contract.
- (d) Payment. Payment for mobilization and preparatory work under paragraph (a) of this clause shall be made at the contractor lump-sum price for this item as contained in the Schedule. Progress payments for mobilization and preparatory work shall be made as follows --
- (1) In accordance with paragraph (g) of the Payments under Fixed Price Construction Contracts clause of this contract and upon submission of a proper invoice, the Government will reimburse the Contractor for the total amount of premiums paid for performance and payment bonds as required by the Performance and Payment Bond Requirements clause of this contract and for any insurance which is specified as payable by the Government under this contract.
 - (2) Except as provided in (d)(1) above, progress payments for mobilization and preparatory work shall not be considered a separate division of work for the purposes of progress payments and shall be subject to retainage before payment of the total amount for this contract line item.
 - (3) When progress payments totaling 5 percent of the total original contract amount have been made by the Government for all other work accomplished under the contract, the Government shall pay the Contractor 50 percent of the mobilization and preparatory work contract line item amount or ___ [contracting officer to insert percentage] percent of the total original contract amount (whichever is the lower) exclusive of any payment already made to the Contractor for performance and payment bond premiums and specified insurance under subparagraph (d).
 - (4) When progress payments totaling 10 percent of the total original contract amount have been made by the Government for all other work accomplished under the contract, the balance of the amount for the mobilization and preparatory work contract line item or ___ [contracting officer to insert percentage] percent of the total original contract amount (whichever is the lower) shall be paid to the contractor.
 - (5) If the contract amount for mobilization and preparatory work exceeds the total of the payments allowed under (3) and (4) above, the balance shall be paid when the contract work is substantially complete as determined by the Contracting Officer.

(End of Clause)

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

- (a) Definitions. "Cultural items" as defined by Native American Graves Protection and Repatriation Act (NAGPRA) include Native American human remains, funerary objects, sacred objects, and objects of cultural patrimony.

"Cultural resources" is a broad term that includes prehistoric, historic, architectural, and traditional cultural properties; specific items include, but are not limited to, human skeletal remains, archaeological artifacts, records, and material remains related to such properties.

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

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

"Native American" means of, or relating to, a tribe, people, or culture that is indigenous to the United States.

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

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

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

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

- (i) If a cultural resource is determined by Reclamation to be a Native American cultural item, then the Contractor shall cease the activity in the area of the discovery, make a reasonable effort to protect the items discovered, and wait for written approval from the Contracting Officer before resuming activity.
- (ii) If the discovery occurs on tribal lands, the Contractor shall immediately orally notify the responsible tribal official and the Contracting Officer and follow with written

confirmation within 48 hours to the responsible tribal official and the contracting officer. (The contracting officer will supply the name and phone number of the tribal official.

- (iii) The Contractor shall exercise care so as not to disturb or damage any cultural resources discovered during the execution of this contract and shall provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition by Reclamation. The Contractor shall not resume work in the area of a discovery until written notice to proceed is received from the contracting officer.
- (d) Approval of Use Areas and Borrow Sources. If the Contractor proposes to use a location other than an approved location (approved locations to be provided by the contracting officer), the location(s) must first be approved for use by the contracting officer. When considering an unapproved use area or borrow source, the Contractor shall submit a map showing the location to the contracting officer at least 45 calendar days in advance of any proposed use. The Contractor or his subcontractors shall take no action to use or alter the proposed location until written approval is provided by the contracting officer.
- (e) Compensation for Delays. Where appropriate by reason of discovery, the contracting officer may order changes in the schedule or work. If such delays or changes are ordered, any equitable adjustment under the contract will be provided in accordance with the applicable clauses of the contract.
- (f) Subcontractors. The Contractor shall insert this clause in all subcontracts that involve performance of work on job site terrain.
- (g) Cost. Except as provided in subsection (e) above, the cost of complying with this contract clause shall be included in the prices offered in the schedule for other items of work.
- (h) Government Access. The Contractor's arrangement with landowners shall permit the Government or its representatives access to the land to identify cultural resources and conduct appropriate inspections during the Contractor's use of the area or during material procurement.

(End of clause)

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

(a) General Security Requirements:

- (1) This clause addresses security requirements, including general procedural requirements, information security requirements, contractor employee suitability requirements, identification card requirements, site security requirements, vessel exclusion barriers, and information technology security requirements. Within this clause, COR means Contracting Officer's Representative. If there is no COR appointed and identified to the Contractor, the term instead will mean the Program Manager or any other authorized individual responsible for technical oversight under the contract. "Work site" means the Government facility, office, construction site, and any other area within the Government office or facility that the Contractor must access to accomplish work under this contract.
- (2) The work performed under this contract shall only be accomplished by individuals (in the employment of the Contractor or any subcontractors) whose conduct and behavior is consistent with the efficiency of the Federal Service and the requirements of this contract, and who are acceptable to the contracting officer. If Reclamation finds a Contractor employee to be unsuitable or unfit for his or her assigned duties, the contracting officer

- will direct the Contractor to remove the individual from the contract and access to the Federal facility at which the contract activities are occurring.
- (3) The Contractor's employees governed by this contract may need access to sensitive information and/or sensitive areas. The Federal Government (Government) reserves the right, in its sole discretion, to determine suitability of Contractor personnel and deny access to any sensitive information or project specific area to any personnel for any cause.
 - (4) The Contractor is responsible for informing and ensuring compliance by its employees with any applicable security procedures of the Government facility where work may be performed under this contract.
 - (5) Any Contractor employee that will have access to a Federally-controlled facility or information system will be required to have a Government-issued identification card, consisting of a Personal Identity Verification (PIV) Card, a temporary identification card, or a visitor badge. (Note: within the Department of the Interior this card is known as a DOI Access Card.) During performance of the contract, the Contractor shall keep the COR apprised of any changes in personnel, or changes in personnel access or duration, to ensure that performance is not delayed by compliance with credentialing processes.
 - (6) A Contractor employee will not be provided access to a Government facility or information system until a Government PIV Card, temporary identification card, or visitor identification badge has been issued to the Contractor employee. For those individuals that will be receiving a PIV Card, the Government may, at its discretion, issue a temporary identification card or visitor identification badge after the electronic background investigation forms have been received and the investigation is initiated.
 - (7) All Contractor employees shall access the facility via the facility's entry screening system and visibly display the Government-issued PIV Card, temporary identification card, or visitor identification badge at all times. Contractor employees must visibly wear the Government-issued identification card at all times they are on Government facilities. Contractor employees are responsible for the safekeeping of all Government-issued identification cards, whether on-site or off-site. Cards that have been lost, damaged, or stolen must be reported to the COR and DOI Access Sponsor immediately, but not later than within 24 hours. The Contractor shall return all identification cards and card keys and any other Government property and information upon completion of performance or when personnel depart permanently or for a period of 7 days or more. The Contractor may be required to turn in access control cards or identification cards on a daily basis.
 - (8) Misuse or loss of access control or identification cards, or failure to comply with required surrender of such cards may, at Government discretion, result in Contractor personnel being denied access to the work site, at no cost to Government. The Contractor may be charged up to \$500 for each occurrence for any required replacement of Government-issued access control or identification cards due to loss or misuse. At the end of contract performance, or when a Contractor employee is no longer working under this contract, the Contractor shall ensure that all access control and identification cards are returned to the COR.
 - (9) All Contractor personnel, including subcontractor personnel, with access to the work site shall be U.S. citizens or foreign individuals legally residing in, or legally admitted to, the U.S. For all non-U.S. citizens working under this contract, irrespective of length of time working on the contract, the Contractor shall provide to the COR, legible and valid copies

of the individual's passport and visa (unless individual is on the Visa Waiver Program) a minimum of 14 calendar days prior to beginning work or arriving at the facility. A driver's license is not acceptable identification. In addition, a completed form I-94 shall be submitted to the COR upon the individual's arrival at the work facility and prior to beginning work.

- (10) The Contractor shall report all contacts with entities, individuals, and counsel/representatives (including foreign entities and foreign nationals) who seek in any way to obtain unauthorized access to sensitive information or areas. The Contractor shall report any violations of contract provisions, laws, executive orders, regulations, and guidance to the contracting officer. The Contractor shall report any information raising a doubt as to whether an individual's eligibility for continued employment or access to sensitive information is consistent with the interests of National Security and the Public Trust.
 - (11) Unsanctioned, negligent, or willful inappropriate action on the part of the Contractor (or its employees) may result in termination of the contract or removal of some Contractor employees from Reclamation facilities at no cost to the Government. These actions include, but are not limited to, exploration of a sensitive system and/or information, introduction of unauthorized and/or malicious software, inappropriate release of sensitive information, or failure to follow prescribed access control policies and/or security procedures. Failure to comply with Reclamation policies, procedures, or other published security requirements may result in termination of the contract or removal of some contracted employees from Reclamation buildings and/or facilities at no cost to the Government.
 - (12) All provisions of this clause shall equally apply to all subcontractors. The Contractor shall incorporate the substance of this clause in all subcontracts.
 - (13) These security requirements apply to all sections of this Contract including Contract Drawings and other Contract Specifications as applicable. Related documents include other general provisions of Construction or Operations and Maintenance type Contracts, including FAR clauses by reference or as amended by related documents.
- (b) Information Security Requirements.
- (1) Sensitive Information. The term "sensitive information" means any information which warrants a degree of protection and administrative control as defined by Reclamation or that meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act. Sensitive information is generally categorized as CONTROLLED UNCLASSIFIED INFORMATION (CUI), but in some cases may include other unclassified information. (The protection of National Security information is beyond the scope of this clause. If any work on National Security information is required under this contract, it is addressed under other contract clauses.) The Contractor shall protect this type of information from unauthorized release into public domain, or to unauthorized persons, organizations, or subcontractors. Information which, either alone or in aggregate, is deemed sensitive by Reclamation shall be handled and protected in accordance with Reclamation Directives and Standards SLE 02-01 Identifying and Safeguarding Controlled Unclassified Information (CUI), which is available from the COR or at <http://www.usbr.gov/recman/DandS.html#sle>.

- (i) Any Government-furnished information or material does not become the property of the Contractor and may be withdrawn at any time. Upon expiration or termination of the contract, all documents released to the Contractor and any material created using data from such documents shall be returned to the COR for final disposition. Government-furnished information residing on any electronic systems (laptops, servers, desktops, media) shall be deleted from those systems using a COR-approved data erasure solution. Only with prior authorization from the contracting officer may the Contractor retain the material. The Contractor or subcontractor shall not disclose or release the materials provided to the Contractor to any individuals of the Contractor's organization not directly engaged in providing services under the contract or that do not have a valid need-to-know. All technical data provided to the Contractor by the Government shall be protected from public or private disclosure in accordance with the markings printed on them. All other information relating to the items to be delivered or the services to be performed under this contract shall not be disclosed by any means without prior approval of the contracting officer. Prohibited dissemination or disclosure includes, but is not limited to: permitting access to such information by foreign nationals or by immigrant aliens who may be employed by the Contractor, publication of technical or scientific papers, advertising, disclosure to Contractor staff not investigated and deemed acceptable at the appropriate information sensitivity level, and any other public release. The Contractor shall maintain, and furnish upon request of the contracting officer, records of the names of individuals who have access to sensitive material in its custody and the sensitive material to which the individuals had access. All questions regarding information security, access, and control shall be referred to the COR.
 - (ii) The Contractor shall not release to anyone outside the Contractor's organization any sensitive, or otherwise protected information, regardless of medium in which it is contained (for example, film, tape, document, electronic), pertaining to any part of this contract or any Reclamation program or activity, unless the contracting officer has given prior written approval. This includes, but is not limited to, news releases, marketing promotions, articles, interviews, reports, social media posts, and any other media releases. Requests for approval shall identify the specific information to be released, the medium to be used, the purpose for the release, and a description of the need-to-know. The Contractor shall submit its request to the contracting officer ten business days before the proposed date for release. Subcontractors shall submit requests for authorization to release through the prime Contractor to the contracting officer.
 - (iii) The Contractor shall notify the COR immediately when known or suspected loss/compromise of sensitive information or other documents, notes, drawings, sketches, reports, photographs, exposed film or similar information which may affect the security interests of Government has occurred. This requirement extends to employees and other personnel working on behalf of the Contractor, and expands responsibility to include prompt reporting of security issues, including observed or subsequently discovered efforts by unauthorized persons to gain unauthorized access to sensitive information.
- (2) Classified Information.
- (i) The disclosure of U.S. Government documents by third parties can result in damage to our national security. While this contract may not deal directly with classified information, each contractor is obligated to protect classified information pursuant to all applicable laws and to use Government information technology systems in accordance with agency procedures so that the integrity of such systems is not compromised.

- (ii) Unauthorized disclosures of classified documents (whether in print, on a blog, or on websites, or other electronic or non-electronic media) do not alter the documents' classified status or automatically result in declassification of the documents. To the contrary, classified information, whether or not already posted on public websites or disclosed to the media, remains classified, and must be treated as such by Federal employees and contractors, until it is declassified by an appropriate U.S. Government authority. Executive Order 13526, Classified National Security Information (December 29, 2009), Section 1.1.(c) states, "Classified Information shall not be declassified automatically as a result of any unauthorized disclosure of identical or similar information." Although the Department has taken steps to prevent access to publicly disclosed classified materials from Departmental computers, it is important to understand our continuing duties and responsibilities in this regard.
- (iii) Contractors (which include all employees of the contractor, as well as subcontractors and its employees performing work for the contractor) are reminded of the following obligations with respect to the treatment of classified information and the use of unclassified government information technology systems:
- (iv) The contractor shall not, while using unclassified Government computers or other devices (such as phones or tablets) access documents that are marked classified (including classified documents made publicly available by a third party), as doing so risks that material still classified will be placed onto unclassified systems. This requirement does not restrict contractor access to unclassified, publicly available news reports (and other unclassified material) that may in turn discuss classified material, as distinguished from access to underlying documents that themselves are marked classified (including if the underlying classified documents are available on public web sites or otherwise in the public domain).
- (v) For contracts that require access to classified information, the contractor is responsible for obtaining the required national security clearance through the Department of the Defense National Industrial Security Program Operating Manual (NISPOM). Any classified contracts will be coordinated through the Reclamation Chief Security Officer, or for IT requirements, the Bureau Chief Information Security Officer. No contractor shall access classified information unless proper clearances have been obtained and transmitted to Reclamation. For further information, refer to 443 DM 1 or DOD NISPOM 5220.22-M dated February 28, 2006 (incorporating change 2 dated May 18, 2016).
- (vi) Classified information shall not be removed from official premises.
- (vii) Classified information shall not be disclosed without proper authorization.
- (c) Reserved
- (d) Reserved
- (e) Reserved
- (f) Reserved

(End of clause)

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

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

- (1) Comply with the contract time limits for submission of a proposal or as specified by the contracting officer;
- (2) Apply the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract;
- (3) Furnish a breakdown of all costs estimated to complete the work required by the modification (i.e., cost of added work, incurred cost of deleted work already performed, estimated cost of deleted work not yet performed, and net cost of the modification) to include all costs associated with materials (identified by item and quantity), equipment (identified by item, quantity and whether contractor-owned or rented), categories of direct labor, bond and insurance premium adjustments, subcontracts, overhead and other indirect costs, profit/fee, and any other pricing information requested by the contracting officer, in sufficient detail to permit an analysis of fair and reasonable price;
- (4) Furnish a written justification for any requested time extensions; and
- (5) For any pricing adjustment expected to exceed the threshold at FAR 15.403-4 requiring certified cost or pricing data (considering both increases and decreases) --
 - (i) Submit certified cost and pricing data using the format specified in Table 15-2 of FAR 15.408 unless the contracting officer agrees that an exception applies under the circumstances set forth in FAR 15.403-1;
 - (ii) Certify in substantially the format prescribed in FAR 15.406-2 that to the best of its knowledge and belief, the data are accurate, complete and current as of the date of agreement on the negotiated price of the modification; and
 - (iii) Comply with the requirements of either the FAR 52.215-12 Subcontractor Certified Cost or Pricing Data clause or the FAR 52.215-13 Subcontractor Certified Cost or Pricing Data -- Modifications clause of this contract when the adjustment includes a subcontract modification involving a pricing adjustment expected to exceed the threshold at FAR 15.403-4 requiring certified cost or pricing data.

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

(End of clause)

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

PHASE ONE ATTACHMENTS:

Attachment Number	Title	No. of Pages
1	Statement of Objectives (SOO)	135
2	Past Performance Questionnaire	4

PHASE TWO ATTACHMENTS TO BE PROVIDED TO MOST HIGHLY QUALIFIED FIRMS SELECTED TO MOVE FORWARD TO PHASE 2 OF THE SOLICITATION.

Attachment Number	Title	No of Pages
1	Statement of Objectives (SOO)	135
2	SOO Section 51 00 30 – Green Procurement Form	4
3	SOO Section 51 00 31 – Property Lease Agreement	30
4	SOO Section 51 00 32 – Environmental Assessment	54
5	SOO Section 51 00 33 – Geotechnical Engineering Reports	112
6	SOO Section 51 00 60 – Electronic Media Release	2
7	SOO Section 51 00 90 – Existing Conditions Photographs	32
8	SOO Section 51 46 36 – Facility Discharge Permit	26
9	SOO Section 51 46 02 – Raw Water Quality Data	2
10	SOO Section 52 00 00 – Drawings	12
11	Conceptual Layout Figures 1 of 2	106
11	Conceptual Layout Figures 2 of 2	104
12	Price Schedule	4
13	Wage rate Heavy WD #NM202400008 Building WD #NM20250025	18
14	Subcontracting Plan Template	10
15	Notice to Contractors, Contractor Performance Assessment Reporting System (Required by DOI AAAP 0050 as an attachment)	2
16	Standard Form 25A Payment Bond and Standard Form 25 Performance Bond	4
17	The Release of Claims form (DI-137) (Required per DIAR Clause 1452.204-70 at completion of work)	1

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

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: <http://www.acquisition.gov/far/>

RFO 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)

PROVISIONS INCORPORATED BY REFERENCE		
Clause	Title	Date
52.203-11	Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions	September 2024
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements of Statements-Representation	January 2017
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	November 2015 (RFO Deviation May 2026)
52.209-5	Certification Regarding Responsibility Matters	August 2020 (RFO Deviation May 2026)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	November 2015 (RFO Deviation May 2026)
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	February 2016 (RFO Deviation May 2026)
52.209-13	Violation of Arms Control Treaties of Agreement-Certification	November 2021 (RFO Deviation May 2026)
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	November 2021
52.223-1	Biobased Product Certification	May 2024 (RFO Deviation May 2026)

**52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
(RFO DEVIATION MAY 2026)**

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in-

- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

(c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR [17.206\(b\)](#) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2024) (RFO DEVIATION JAN 2026)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran or;

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-

- (1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or
- (2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern-(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

- (b)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

- (2) The small business size standard is [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

- (c) *Representations.* (1) The offeror represents as part of its offer that-

- (i) It [] is, [] is not a small business concern; or
- (ii) It [] is, [] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*]

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*]

(5) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents as part of its offer that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*]

(6) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(7) *SDVOSB concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [] is, [] is not an SDVOSB concern.

(8) *SDVOSB joint venture eligible under the SDVOSB Program.* [Complete only if the offeror represented itself as a SDVOSB concern in paragraph (c)(7) of this provision]. The offeror represents as part of its offer that it [] is, [] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____].

(9) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____]. Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) *Notice.* Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

WBR 1452.215-81 PROPOSAL INSTRUCTIONS -- BUREAU OF RECLAMATION (MAR 2021)

This procurement will be conducted in accordance with FAR Part 15 and FAR Subpart 36.3 "Two-Phase Design-Build Selection Procedures".

In addition to the requirements of the Instructions to Offerors - Competitive Acquisitions provision of this solicitation (see FAR 52.215-1), each offeror shall submit a proposal in accordance with the instructions contained in this provision.

- (a) **Use and Disclosure of Proposal Information.** In accordance with the Use and Disclosure of Proposal Information -- Department of the Interior provision of this solicitation (see DIAR 1452.215-71), offerors shall mark trade-secret, or confidential commercial or financial information contained in the proposal with the restrictive legends specified. The offeror shall also clearly and separately mark all proprietary information (as defined in FAR 3.104-3) contained in the proposal with the restrictive legend "Proprietary Information."

Two-Phase Design-Build Selection Procedures Per FAR Subpart 36.3

Phase One -The Offeror shall submit Qualifications as described in Phase One Submission Requirements below.

****A maximum of the three most highly qualified firms will move on to Phase Two. ****

Phase Two will entail a Request for a Technical Proposal and a Price Proposal which will be requested by the three Most Highly Qualified Firms selected from Phase One - Request for Qualifications.

All correspondence in conjunction with this solicitation should be directed at the Government's Point of Contact (POC) identified below:

Valerie Jiron, Contract Specialist: 505-462-3581
E-mail: Valerie_jiron@ios.doi.gov

PHASE ONE SUBMISSION REQUIREMENTS: The following information and structure must be used in the Qualifications document:

- Title: Qualifications for 140R4025R0017 Brackish Groundwater National Desalination Research Facility Yard Piping and Flow Measurement Upgrade
- Company Information and Point of Contact to include company name, address, phone, email, POC information, Unique Entity ID from SAM.gov
- Acknowledgment of Solicitation Amendments (if applicable)
- Proposed Team: List as many as necessary

Firm Name	Address	Role in this Contract	List one: Prime / JV Partner / Subcontractor

Phase One-Factor (1): General Technical Approach

Based on the information presented in the Statement of Objectives (SOO, Attachment 1), offeror shall submit:

- a. Narrative description of the overall work plan. Narrative shall be concise and complete, addressing the design and construction phases.
- b. Milestone schedule for the entire project duration.
- c. General means and methods for executing work, addressing the principal components of the statement of objectives.
- d. Means and methods for quality control for design.
- e. Means and methods for quality control for construction.
- f. List of projected risks and mitigation measures for the work required by this project.

Phase One-Factor (2): Technical Qualifications

Narrative demonstrating specialized experience by providing evidence of up to three (3) projects completed within the last eight (8) years similar to the scope, complexity, and magnitude of the requirements under this solicitation. Projects are not required to have been completed in New Mexico.

- a. Experience of Designer: In completing water infrastructure projects of similar size, scope, and duration to this project, including:
 - Federal and State design-build contracting for Government and private sector.
 - Design of heavy civil new improvements and existing infrastructure modification projects.
 - Estimating construction costs for similar Federal projects, where Government is required to verify costs are fair and reasonable.
 - Design of and construction support for water infrastructure projects of similar scope, including experience with brackish water. Offerors with experience with design and materials selection for brackish water will be viewed more favorably.
 - Conducting geotechnical, concrete, materials, and other site investigations.
 - Electrical and SCADA control systems design.
 - Environmental compliance, permitting, and public involvement.
 - Management of similar-sized projects.
- b. Experience of Builder: In completing water infrastructure projects of similar size, scope, and duration to this project, including:
 - Federal and State design-build contracting for Government and private sector.
 - Construction of heavy civil new improvements and existing infrastructure modification projects.
 - Construction of projects of similar scope as well as design support.
 - Construction of electrical and control systems.
 - Environmental compliance, permitting, and public involvement.
 - Managing similar-sized projects, including safe and OSHA-compliant performance, proper recordkeeping and reporting, and incident management, reporting, and corrective action.

Phase One-Factor (3): Project Team Organization and Key Personnel

Submit resumes titled as Resumes of Key Personnel Proposed for this Contract, which addresses the education, qualifications, certifications, and relevant experience for each Key Personnel. Each resume shall not exceed 4 pages.

- a. Resumes of Key Personnel: Complete one worksheet for each key personnel.
- b. Key Position Roles and Responsibilities: Submit the roles and responsibilities for each proposed position. Include qualifications and certifications.
- c. Responsibility Matrix to clearly identify roles and responsibilities for each key position.
- d. Personnel Management Plan showing how each position will be managed during all project phases.
- e. Organization Charts indicating which firm each key position works for and who the position reports to.

Phase One-Factor (4): Past Performance

Provide past performance questionnaires (PPQs) on each project identified under Qualification Evaluation Factor (ii)(A). Submit each PPQ to its references and have the references complete and return the questionnaires via email to Valerie_jiron@ios.doi.gov no later than 11/3/2026 at 4:00 PM MDT. The PPQ form is included as Attachment 2 Past Performance Questionnaire.

Qualifications may be emailed to Valerie_jiron@ios.doi.gov and must be received no later than 4 pm MDT on November 6, 2026.

****A maximum of the three most highly qualified firms will move on to Phase Two.****

Phase Two – Request for Proposals

A maximum of the three most highly qualified firms from Phase One will be short listed and move on to Phase Two. Offerors will be notified if they have been selected to submit a proposal for Phase 2.

Proposals shall consist of the following:

Format	Description	Contents
One electronic copy	Signed SF-1442	Signed SF-1442
One electronic copy	Technical Proposal	Narrative to address Technical Evaluation Factors listed below: • 1: Design Concept • 2: Technical Approach • 3: Teaming Agreements
One electronic copy	Price Proposal	Complete Pricing Schedule (Section B) – Attachment 11 <i>**For Design CLIN-attach a detailed listing of labor categories, labor hours, quantity, and associated rates.</i>

Technical Evaluation Factor 1: Design Concept

Offerors shall demonstrate a complete and thorough understanding of all features of work required under this solicitation and present design concepts including renderings, models, illustrations, drawings, narratives, and other documents to convey the understanding of the work required. At a minimum, the offeror's approach shall address the following:

- Description of design approach, including how the offeror will perform the value engineering study.
- Design Schedule: Utilizing the schedule provided in Phase One, update the proposed master schedule and milestones to provide a comprehensive management plan and master schedule addressing major milestones and critical path items for design. For each milestone and critical path item, include discussion on perceived risks to meeting the milestone, steps the offeror will take to ensure successful completion of the milestone, and ways to mitigate potential delays or impacts to the overall schedule.
- Submittals: Identify submittal preparation methods and maintaining timely submission.
- Risk Management: Identify project risks and how the offeror plans to mitigate those risks.

Technical Evaluation Factor 2: Technical Approach

The Offerors shall provide the following information:

- Narrative description of the overall work plan coordinated design and construction schedule and means and methods for executing work. Repeating the Statement of Objectives without elaborating on the specific tasks to be performed is unacceptable.
- Quality Control/Quality Assurance: Provide a summary of responsibility and plans/actions to provide quality control/quality assurance throughout design and construction.
- Quality Control for Design: Provide information on how design documents will be compiled from multiple sources and who will coordinate this effort. Provide information on how the design team has historically achieved 100 percent complete design document at pre-

- determined design milestones. Provide information on how the multiple design teams and personnel will collaborate to create an integrated design.
- d. Quality Control for Construction: Describe the quality control approach, corporate systems, and capabilities to maintain quality. Provide information on how the offeror will handle internal and external requests for information, shop drawings, submittal reviews, progress meetings, site visits, contract completion, closeout, as-built, completion documentation, and commissioning. Describe how the third-party quality control element for materials testing and construction inspection will be provided and managed, including the reporting process within the organization.
 - e. Coordinated construction schedule including the following:
 1. Critical Path Method (CPM) of planning and scheduling construction activities arranged based on activity relationships and network calculations to determine when activities can be performed and establish the critical path of the project.
 2. Work breakdown structure and networking logic. Detail to indicate the sequencing of the principal components of work and other activities.
 3. Bar chart indicating durations, start and finish dates of the principal components of the work, and other milestones.
 4. Time for principal submittals and associated Government approvals.
 5. Schedule and Gantt chart in software compatible with Microsoft Project (2020).
 - f. Resource Management Plan describing the offeror's approach to ensuring the project will be staffed through completion, including the ability to increase staff should the need arise. Identify staff who will be responsible for ensuring the necessary resources are available throughout the length of the contract, including:
 1. Principal components of work and major activities;
 2. Details of available resources to handle unforeseen problems and delays to maintain the schedule and completion dates; and
 3. Significant restrictions, limitations, and key dates related to construction durations and activities.
 - g. How the offeror will integrate partnering into its approach from the design phase through construction. This includes partnering with Reclamation, major sub-contractors, and major sub-consultants (not to exceed three pages).

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY (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: <http://www.acquisition.gov/far/>

RFO 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 [insert regulation name] (48 CFR chapter []) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of provision)

PROVISIONS INCORPORATED BY REFERENCE		
Clause	Title	Date
52.204-7	System for Award Management	November 2024 (RFO Deviation Mar 2026)
52.215-1	Instructions to Offerors – Competitive Acquisition. Alternate I (Nov 2021)	November 2021
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work	May 2014 (RFO Deviation May 2026)
52.225-10	Notice of Buy American Requirement – Construction Materials. Alternate I (May 2014)	May 2014
52.228-17	Individual Surety - Pledge of Assets (Bid Guarantee)	February 2021
52.240-90	Security Prohibitions and Exclusions Representations	RFO Deviation Mar 2026

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed-Price contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

(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

ATTN: AMD (Mary B. Maestas)
555 Broadway Blvd NE Suite 100
Albuquerque, NM 87102

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

(End of provision)

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)

**WBR 1452.236-85 INSTRUCTION FOR MOBILIZATION AND PREPARATORY WORK
SCHEDULE LINE ITEM – BUREAU OF RECLAMATION (MAR 2022)**

The contracting officer estimates that the Section B Mobilization and Preparatory Work schedule line item should not exceed 5 percent of the total bid price. Your attention is directed to contract clause WBR 1452.232-81 Payment for Mobilization and Preparatory Work, which reflects how the Government will pay for this line item, including how payment will be made when the price bid for this schedule line item is higher than the percentage stated herein.

(End of Provision)

M – EVALUATION FACTORS FOR AWARD

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

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

- (a) **Qualifications evaluation.** A Technical Proposal Evaluation Committee has been established to objectively evaluate technical proposals in accordance with the Evaluation Factors for Award -- Bureau of Reclamation provision of this solicitation. Technical proposals shall be submitted in accordance with the Proposal Instructions -- Bureau of Reclamation provision of this solicitation.
- (b) **Technical evaluation.** In addition to any other past performance information required under the solicitation, the contracting officer shall use past performance information available from the Contractor Performance Assessment Reporting System (CPARS) in the source selection process on offerors competing for awards in excess of the simplified acquisition threshold, unless the contracting officer has documented an exception from past performance consideration in accordance with FAR 15.304(c)(2)(iv).
- (c) **Cost or price evaluation.** An objective cost or price evaluation of contract pricing proposals will be made in accordance with the Evaluation Factors for Award provision of this solicitation. Pricing proposals shall be submitted in accordance with the Proposal Instructions -- Bureau of Reclamation provision of this solicitation. A cost or price analysis will be performed to determine price reasonableness and any instances of unbalanced pricing, using one or more of the techniques at FAR 15.404-1.

(End of provision)

WBR 1452.215-82 EVALUATION FACTORS FOR AWARD -- QUALITY PREDOMINANCE -- BUREAU OF RECLAMATION (MAR 2021)

- (a) Award will be made to the responsible offeror submitting a proposal which conforms to the solicitation and is most advantageous to the Government considering the factors and any significant subfactors listed in this provision.
- (b) In the evaluation of proposals, all evaluation factors (listed in this provision) other than cost or price, when combined, are considered to be significantly more important than cost or price. The relative importance to be placed on the factors in relation to each other is contained in the Price Proposal Evaluation section of this provision. However, the degree of importance of cost or price may increase with the degree of non-cost or non-price equality between the proposals. If a proposal is determined by the contracting officer to be “technically unacceptable” as a result of evaluating all factors other than cost or price, the proposal may be rejected from further consideration. The contracting officer reserves the right to make award to other than the technically acceptable offeror with the lowest cost or price proposal if it is determined that the technical benefits of another offeror's proposal justify its higher cost

or price. The contracting officer also reserves the right to make award to a lower-priced, lower-scored offeror if it is determined that the cost or price premium involved in awarding to a higher-rated, higher-priced offeror is not justified.

Since technical proposals are being solicited to obtain information to be used in the evaluation, the Government reserves the right to use information outside of the proposal to evaluate the capability of offerors and the value of offers.

- (c) Pursuant to FAR 15.305(a)(1), a cost or price analysis will be performed to determine price reasonableness and any instances of unbalanced pricing, using one or more of the techniques at FAR 15.404-1.
- (d) The following factors and significant subfactors (if listed), will be considered in evaluating proposals and making the source selection:
 - 1. Phase One-Factor (i) – General Technical Approach
 - 2. Phase One-Factor (ii) – Technical Qualifications
 - 3. Phase One-Factor (iii) – Project Team Organization and Key Personnel
 - 4. Phase One-Factor (iv) - Past Performance
- (e) The relative importance of the factors listed in paragraph (d) of this provision are as follows: Technical Evaluation Factors 1-4 are approximately equal in importance. The combined importance of Technical Evaluation Factors when combined is significantly more important than cost or price.

Evaluation Methodology:

A price evaluation will be performed on all offers, including individual Schedule B unit prices, in accordance with this RFP and proposals will be compared to the independent government cost estimate to determine if a cost realism analysis is required. Offers will then have the proposed price input as the price to be used for evaluations when weighing against technical ratings. The price evaluation will be based on the total evaluated price (TEP).

Next, a technical and past performance evaluation will be performed on proposals received from all offerors as required in Section L. Evaluations will cease when all proposals are fully evaluated as to provide each offeror with substantive feedback if debriefs are requested. Only those offerors determined to meet the proposal requirements (in accordance with Sections L&M) with an acceptable past performance rating, either initially or as a result of discussions, will be considered for award.

Performance goals are mission critical. Selection decision will be based on technical capacity as per requirements of FAR 36.6, therefore trade-off decisions will be negotiated with the most highly qualified offeror where technical performance will be most important factor.

- (d) The following factors and significant subfactors (if listed) will be considered in evaluating proposals and making the source selection:

Solicitation Requirements, Terms and Conditions:

Offerors are required to meet all solicitation requirements, such as terms and conditions, reps and certs, and technical requirements as detailed in the specifications, in addition to those listed as technical evaluation factors or elements. Failure to meet a requirement may result in an offer being ineligible for award.

PHASE One Evaluation for Request for Qualifications:

Incompleteness of the Phase One Submission is a valid reason for the proposal to be excluded from the competition. If the Phase One Submission is incomplete, the Government reserves the right to exclude the proposal from the competition.

The government will evaluate Qualifications to determine if the contractor meets or exceeds the requirements as it relates to the technical evaluation factors below. Factors will be evaluated to ensure the offerors' proposals meet proposal submission requirements found in Section L.

- **Phase One-Factor (i): General Technical Approach** – this factor will be evaluated to determine whether the offeror has a logical technical approach that is likely to result in successful contract performance.
- **Phase One-Factor (ii): Technical Qualifications** – this factor will be evaluated to ensure that offeror has sufficient Technical Qualifications to successfully perform the requirements and objectives of the contract.
- **Phase One-Factor (iii): Project Team Organization and Key Personnel** – this factor will be evaluated to determine if the offeror's team and key personnel have the requisite qualifications and experience to successfully perform the requirements and objectives of the contract.
- **Phase One-Factor (iv): Past Performance**
The Government shall consider the information provided by the references and may also consider information obtained from other sources when evaluating an offerors past performance.
 - a) The CPARS database is one of the sources the Government may use to obtain past performance information. CPARS functions as the central warehouse for performance assessment reports for federal contractors.
 - b) If negative feedback is received from an Offeror's reference, the Government will compare the negative responses to the responses from the Offeror's other references to note differences. A rating will be assigned appropriately to the Offeror based on the information. The Offeror will be given the opportunity to address adverse past performance information obtained from references on which the Offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision.
 - c) Past Performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaires identified in section J will be used to collect information on an Offeror's performance under existing and prior Government contracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement. References other than those identified by the Offeror may be contacted by the Government and used in the evaluation of the Offeror's Past Performance.

Per FAR 36.3 Two Phase Design-Build Selection Procedures will be followed. The three most highly qualified firms from Phase 1 will be notified that they have been short-listed to move on to Phase 2. In Phase 2, technical and pricing proposals will be requested of the three most highly qualified firms. Upon receipt of technical and price proposals in Phase 2, evaluation will be conducted in accordance with FAR 15.

The Government reserves the right to make cost/technical tradeoffs that are in the best interest and advantageous to the Government. The Government may reject any or all offers if such action is determined to be in the best interest of the Government.

Phase Two – Request for Proposal

The Government will evaluate Technical Proposals to determine if the contractor meets or exceeds the requirements as it relates to the technical evaluation factors for:

- Phase Two Factor (i): Design Concept
- Phase Two Factor (ii): Technical Approach
- Phase Two Factor (iii): Teaming Agreements
- Phase Two Factor (iv): Price Proposal

Phase Two-Factor (i) – Design Concept: Offerors shall ensure the proposal clearly states understanding and knowledge for the project about the performance requirements identified under Technical Evaluation Factor 1 of Section L.

Ratings will generally be more favorable if the offeror is able to succinctly show an understanding of and appropriate responses to the contract requirements; performance that conforms to specifications; includes proposed manufacturer product names; describes permitting/environmental compliance more than superficially; installation; commissioning and decommissioning; schedule is free of conflict from the technical narrative and work breakdown structure is logical; propose means/methods for cost savings opportunities/innovation.

Schedule shall be evaluated for completeness and feasibility.

Phase Two-Factor (ii) – Technical Approach: Offerors shall ensure the proposal clearly states understanding and knowledge for the project about the performance requirements identified under Technical Evaluation Factor 2 of Section L.

Ratings will generally be more favorable if the offeror is able to succinctly show an understanding of and appropriate responses to the contract requirements; a feasible approach that plans for all key components of work identified in Technical Evaluation Factor 1 in Section L; shows submittal process in the schedule and accounts for appropriate Government review times; understanding of what is required for as-builts while work is in progress/progress payment requirements; onsite drawing keeping/record-keeping; demonstrates a commitment to quality control program with a binding promise to follow it; as well as application of industry best standards/reasonable work methodology.

Phase Two-Factor (iii) – Teaming Agreements: Offerors shall ensure the proposal clearly states understanding and knowledge for the project about the performance requirements identified under Technical Evaluation Factor 3 of Section L.

Ratings will generally be more favorable if the offeror is able to succinctly show an understanding of and appropriate responses to the contract requirements; performance that conforms to specifications; team selection is tailored to this requirement; includes subcontractor names, duties/roles, and percentage of first and second-tier subcontractors. Higher percentages of internally completed work will be rated more favorably, 50 percent internal work minimum.

Phase Two-Factor (iv) – Price Proposal

a. The pricing criteria used for evaluation are (1) Completeness, (2) Price Reasonableness, and (3) Total Evaluated Price (TEP).

b. Completeness: The Government will review the pricing submission for completeness and compliance with Section L of the RFP. Incomplete price submissions may NOT be evaluated, and the proposal may be eliminated from the competition.

c. Price Reasonableness: The offeror's price proposal will be evaluated using one or more of the techniques defined in FAR 15.404-1 (Proposal Analysis Techniques). Price reasonableness is most easily defined as "what another reasonable businessperson would pay for the good or service under the same circumstances."

d. Total Evaluated Price (TEP): Price Analysis will be performed to determine the reasonableness of the offeror's pricing proposal. The TEP will be calculated as the sum of all proposed prices contained in the Schedule B pricing. The TEP is a fixed and contractually binding amount, all applicable prices must be completed. An omitted item may result in proposal elimination.

e. Basis of Award: The Government will award to the Responsible Offeror who's Technical and Price Proposal offers the best value to the government. All factors other than price when combined are significantly more important than price.

Technical Factors (i) Design Concept, (ii) Technical Approach, (iii) Teaming Agreements are of equal importance.

In accordance with FAR 9.105-1, the Contracting Officer may request an Offeror to provide detailed information relating to their responsibility and, as necessary, to the responsibility of their proposed subcontractors. The Contracting Officer expressly reserves the right to reject the quotation of any Offeror determined to be non-responsible.

The Government reserves the right to award with or without discussions.