

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER
0044039352

PAGE 1 OF 21

2. CONTRACT NUMBER
140R2026P0064

3. AWARD/EFFECTIVE DATE
09/01/2026

4. ORDER NUMBER

5. SOLICITATION NUMBER
140R2026Q0046

6. SOLICITATION ISSUE DATE
06/02/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
Margaret Jones

b. TELEPHONE NUMBER (No collect calls)
9169785450

8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY
Bureau of Reclamation
Mid-Pacific Region
Regional Office
Division of Acquisition Services
2800 Cottage Way, Room E-1815
Sacramento CA 95825-1898

CODE R20

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:
☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS):
☐ HUBZONE SMALL BUSINESS ECONOMICALLY DISADVANTAGED 921190
☐ SERVICE-DISABLED VETERAN-OWNED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD:
☐ SMALL BUSINESS (SDVOSB) ☐ 8(A)

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

12. DISCOUNT TERMS

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

13b. RATING
14. METHOD OF SOLICITATION REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO
See Schedule

CODE 0011285615

16. ADMINISTERED BY
See Schedule

CODE R20

17a. CONTRACTOR/ OFFEROR
COUNTY OF SISKIYOU
Attn: James E Smith
311 4TH ST
YREKA CA 96097-2946

CODE MAMFUJJB618 FACILITY CODE

18a. PAYMENT WILL BE MADE BY
Invoice Processing Platform System
US Department of Treasury
<https://www.ipp.gov>

CODE IPP INV

TELEPHONE NUMBER 530-841-4033

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: Bureau of Reclamation Mid-Pacific Region Regional Office Division of Acquisition Services 2800 Cottage Way, Room E-1815 Continued... (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA
01

26. TOTAL AWARD AMOUNT (For Government Use Only)
\$65,000.00

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER (Type or print)
Ray A. Haupt, Chair
Board of Supervisors
County of Siskiyou
State of California

30c. DATE SIGNED

MARGARET JONES
Digitally signed by MARGARET JONES
Date: 2026.07.09 11:26:19 -0500
Margaret Jones

31b. NAME OF CONTRACTING OFFICER (Type or print)
Margaret Jones

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Sacramento CA 95825-1898 US DELIVER TO: Bureau of Reclamation-MP-KBAO Resources Management Division 6600 Washburn Way Klamath Falls OR 97603-9365 US Delivery: 05/31/2027 Account Assignm: K G/L Account: 610000252R Business Area: R000 Commitment Item: 252R00 Cost Center: RR02530000 Functional Area: R00120000.000000 Fund: 26XR0680A2 Fund Center: RR02530000 Project/WBS: RX.001261G0.2000100 PR Acct Assign: 01 Period of Performance: 09/01/2026 to 05/31/2031				
00010	Base Year: Pesticide Monitoring and Enforcement Period of Performance: 09/01/2026 to 05/31/2027				65,000.00
00020	Option Year 1: Pesticide Monitoring and Enforcement Amount: \$85,834.00 (Option Line Item) Period of Performance: 06/01/2027 to 05/31/2028				0.00
00030	Option Year 2: Pesticide Monitoring and Continued...				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED☐ INSPECTED☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____32b. SIGNATURE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL☐ COMPLETE ☐ PARTIAL ☐ FINAL

STOCK RECORD (S/R)

40. PAID BY

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE RECEIVED (MM/DD/YYYY)

42d. TOTAL CONTAINERS

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGES
	140R2026P0064	PAGE 3 OF 21

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF SISKIYOU

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Enforcement Amount: \$88,409.00 (Option Line Item) Period of Performance: 06/01/2028 to 05/31/2029				
00040	Option Year 3: Pesticide Monitoring and Enforcement Amount: \$91,061.00 (Option Line Item) Period of Performance: 06/01/2029 to 05/31/2030				0.00
00050	Option Year 4: Pesticide Monitoring and Enforcement Amount: \$93,793.00 (Option Line Item) Period of Performance: 06/01/2030 to 05/01/2031				0.00
	The total amount of award: \$424,097.00. The obligation for this award is shown in box 26.				

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

see page 1
RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: Bureau of Reclamation

Date: _____

see page 1
Margaret Jones, Contract Specialist

License No.: _____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1001	206010	542700	

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: **\$424,097.00**

FY26/27 \$65,000

FY27/28 \$85,834

FY28/29 \$88,409

FY29/30 \$91,061

FY30/31 \$93,793

PRICE SCHEDULE

CLIN	Description	Quantity	Unit	Unit Price	Amount
00010	Base Year: September 1, 2026 – May 31, 2027	1	Each	\$65,000.00	\$65,000.00
00020	Option Year 1: June 1, 2027 – May 31, 2028	1	Each	\$85,834.00	\$85,834.00
00030	Option Year 2: June 1, 2028 – May 31, 2029	1	Each	\$88,409.00	\$88,409.00
00040	Option Year 3: June 1, 2029 – May 31, 2030	1	Each	\$91,061.00	\$91,061.00
00050	Option Year 4: June 1, 2030 – May 31, 2031	1	Each	\$93,793.00	\$93,793.00
Grand Total					\$424,097.00

PERFORMANCE WORK STATEMENT**Pesticide Monitoring and Enforcement****1.0 Background:**

The Bureau of Reclamation (Reclamation) administers the federal lease lands program under a long-term agreement with the U.S. Fish and Wildlife Service (Service) signed in 1977. While agricultural lease lands reside on Tule Lake National Wildlife Refuge (TLNWR) and Lower Klamath National Wildlife Refuge (LKNWR), administration and all costs associated are the responsibility of Reclamation. The primary objective of the lease lands is to comply with the Kuchel Act by providing a commercial agricultural program using proven conservation practices with benefits for wildlife. Since pesticides are commonly applied by leaseholders or commercial applicators on crops, approved Pesticide Use Proposals (PUPs) are required under DOI (517 DM), Reclamation and Service policy. In addition, many of the pesticides are toxic to humans and wildlife, thus Reclamation consulted with the Service under the Endangered Species Act (ESA) and received a Biological Opinion (1-7-95-F-26) requiring pesticide monitoring. Due to concerns about adverse impacts, it is imperative that pesticides are used in accordance with product labels, biological opinions, and policies.

To ensure pesticides are not adversely affecting wildlife, property, and humans (e.g., fieldworkers) and used according to law, Reclamation depends on a contractor with primary responsibility to enforce Federal and California state pesticide laws. The California Department of Pesticide Regulation (DPR) regulates pesticides under a comprehensive program that encompasses enforcement of pesticide use in agricultural and urban environments. DPR oversees a multi-tiered enforcement infrastructure and is vested by the U.S. Environmental Protection Agency with primary responsibility to enforce federal pesticide laws in California. DPR directs and oversees the County Agricultural (CAC) with the authority to enforce Federal and State pesticide and environmental laws and regulations at the local level. This authority is authorized under California Food and Agricultural Code, Section 11501.5. Enforcement may include fines allowed under Agricultural Civil Penalty Fine Guidelines, found in Title 3, California Code of Regulations, Section 6130 (3CCR §6130).

On private or state-owned lands, the CAC is required to permit 100% of all "restricted use" pesticides and inspect approximately 5% of all actual pesticide applications. Violators are subject to warnings or citations under the California Code of Regulations. There are no requirements for CAC's to monitor or inspect pesticide use on federal lands.

2.0 Scope:

The Contractor shall provide all labor, materials, equipment, supervision and facilities, unless otherwise stated herein, necessary to provide pesticide monitoring and enforcement services at TLNWR & LKNWR from the date of contract award through the performance period in paragraph 4. These services shall be performed by qualified Agricultural Inspectors or equivalents (as determined by the Siskiyou CAC) on an as-needed basis to monitor pesticide applications during the year. Such monitoring and enforcement are to ensure compliance with product labels, PUPs, and California law. The goal is to enhance the protection and safety of humans, wildlife, and property by conducting monitoring and enforcement on at least 25% of all pesticide applications.

3.0 Type of Contract:

Firm fixed priced service contract. All previous contracts have been sole sourced to Siskiyou County (e.g., R11PX20187, R16PC00078, and R2021P0046).

4.0 Period of Performance:

The period of performance shall be for one (1) base year of 9 months and four (4) 12-month option years. The Period of Performance reads as follows:

- Base Year (September 1, 2026, through May 31, 2027)
- Option Year 1 (June 1, 2027, through May 31, 2028)
- Option Year 2 (June 1, 2028, through May 31, 2029)
- Option Year 3 (June 1, 2029, through May 31, 2030)
- Option Year 4 (June 1, 2030, through May 31, 2031)

5.0 Administrative Information:

- 5.1 Recognized Holidays - Contractor is not required to perform services on federal holidays. The Government recognized Holidays are as follows:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	National Independence Day
Christmas Day	

- 5.2 Hours of Operations - Contractor to perform services in field or county offices as deemed necessary. No federal facilities are required for services.
- 5.3 Place of Performance - The work to be performed under this contract will be performed on agricultural lands at Tule Lake and Lower Klamath National Wildlife refuges.

6.0 Government-Furnished Property:

None

7.0 Applicable Publications:

Reclamation to provide: *Annual PUPs for Lease Lands Tule Lake and Lower Klamath National Wildlife Refuges*.

8.0 Objectives:

- 8.1 Ensure pesticides are safely applied in accordance with Federal and State laws and policies
- 8.2 Enhance monitoring, inspections, and enforcement (if necessary, by citation), of pesticide applications.
- 8.3 Provide accurate PUP information to pesticide applicators.
- 8.4 Collect and submit information on pesticide use.

9.0 Specific Task:

9.1 The contractor shall perform the following tasks in accordance with this Performance Work Statement (PWS):

Task Number	Task Title/Description	Schedule
01	Scheduled Inspections	See paragraph 15
02	Enforcement	In accordance with paragraph 15
03	Reports & Documentation	In accordance with paragraph 15
04	Scheduled Meetings	In accordance with paragraph 15

9.2 Monitoring shall be performed within the general boundaries of TLNWR & LKNWR.

10.0 Contract Requirements and Other Responsibilities:

10.1 This contract is for the purpose of providing enhanced monitoring and enforcement services during scheduled and unscheduled inspections authorized by this contract and California Food and Agricultural Code, Section 11501.5.

10.2 Agricultural inspectors performing the monitoring and enforcement under this contract shall be able and must have the authority to perform the following:

- 1.1.1.1.1. Enforce federal and State of California pesticide laws.
- 1.1.1.1.2. A thorough understanding of the approved PUP's.
- 1.1.1.1.3. Physically able to conduct on-site inspections.
- 1.1.1.1.4. Trained to input and query pesticide use data as necessary.

10.3 The inspector shall have a 4-wheel drive vehicle for use in this contract. Many of the roads and areas to be patrolled can be heavily rutted, muddy, and impassable with a 2-wheel drive vehicle.

11.0 Guidance:

Operational problems will be mutually addressed and resolved by the Contracting Officer's Representative (COR) in cooperation with the inspector's assigned Supervisor and the Contracting Officer (CO).

12.0 Point of Contact:

Before work begins each year, the CAC or other representative and Reclamation COR or other representative will meet to discuss topics such as: PUP/label updates, wildlife concerns, or other questions/concerns.

13.0 Inspection and Monitoring Requirements:

- 13.1 Inspect 100% of Restricted Use pesticide applications of: Sectagon-42 and Telone II or equivalent products. For these applications, contractor shall notify COR within a minimum of 24 hours of application. Contractor shall confirm that all requirements in the PUP are observed (e.g., buffer zones compliance, proper posting, aerial hazing of wildlife, irrigation prerequisite, etc.).
- 13.2 Inspect 100% of chemigation systems to ensure compliance with PUP's, State, County, and local

regulations (e.g., buffer zones and backflow devices).

- 13.3 Inspect a minimum of 25% of all actual applications as a monitoring process of general and restricted use products other than those listed in Section 2(a). Pesticides inspected should be those of particular concern to Reclamation such as: chlorpyrifos, metribuzin (on alfalfa), dimethoate, permethrin, and heavy metal fungicides (copper, manganese, and zinc products).

Dimethoate products and prior to applications, approval from COR is required. Contractor, in conjunction with the COR, shall confirm that Russian wheat aphid or brown wheat mite is present.

- 13.4 Confirm all requirements in the PUPs are observed (e.g., buffer zones, sign posting, aerial hazing, irrigation prerequisite, application equipment operation, etc.). Provide education to growers and applicators on PUP requirements, especially when more restrictive than pesticide labels.
- 13.5 Collect information of offsite seed treatment applications used on the refuges.

14.0 Specific Monitoring Terms

- 14.1 Visually monitor actual application to ensure no spraying is occurring in the buffer zones for the pesticide being applied. If over-spray occurs in the buffer zones, the County shall notify COR.
- 14.2 Spot check applications (applicators and equipment) to determine that only approved pesticides by Reclamation or U.S. Fish and Wildlife Service are being applied. If not, the County shall notify COR immediately.
- 14.3 When product label violations are encountered, they are to be addressed according to requirements within the California Food and Agricultural Code, Section 11501.5. If a Notice of Violation is not appropriate, the applicator shall be educated at the site on the correct application method. COR shall be notified of all violations.
- 14.4 Assist applicators and growers in tracking application intervals.
- 14.5 Advise applicators and growers that pesticides may not be stored on the lease lands.
- 14.6 The Contractor shall work with COR to review PUP's and advise COR of any inconsistencies or errors.
- 14.7 Input pesticide use data into an electronic file, to include Area K.

15.0 Deliverables

- 15.1 Occurrences of incidents or violations shall be reported to the COR within 48 hours by telephone during business hours at (541) 281-2584. Reports shall be prepared for all incidents using customary procedures, standards, and forms.
- 15.2 The contractor shall submit completed and signed copies of the Notice of Intent (NOI) Pesticide Preapplication Site Inspections and Pesticide Use Monitoring reports for each activity. These reports to be submitted to the COR within 14 days of completing activity.
- 15.3 The contractor shall prepare and submit a Field Activity Report (form below) to the COR within 14 days of completing the activity or upon request.
- 15.4 The contractor shall prepare and submit to the COR a year-end MS-Excel spreadsheet of the Pesticide Use Reports (PUR) and seed treatment database for all agricultural land within Tule Lake and Lower Klamath National Wildlife Refuges, to include Area K. At a minimum, this summary shall include the following data: lot number, date of application, product, rate, EPA number, acreage, method, and crop type. The PUR Summary is due on or before November 1 of each year.

16.0 Performance Assessment Plan

- 16.1 Monitoring Performance: The COR will monitor contractor performance throughout the period of performance to ensure compliance with the PWS requirements. Monitoring may include site

- inspections, review of deliverables, and verification of compliance with inspection, monitoring, reporting, and enforcement requirements described in this PWS.
- 16.2 Quality Assurance: Performance will be assessed in accordance with the Quality Assurance Surveillance Plan (QASP) and the Performance Requirements Summary (PRS). The Government will document any deficiencies and require corrective action within a reasonable timeframe.
- 16.3 Contractor Communication: The COR may provide interim feedback to the contractor to identify strengths and areas for improvement. The contractor is encouraged to address any deficiencies promptly.

**PERFORMANCE REQUIREMENTS SUMMARY AND
QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

Performance Requirement Summary (PRS)	Acceptable Quality Level	Method of Surveillance
01 Scheduled Inspection: Inspect for adequate protection of persons, property, and wildlife resources on the refuge lands and roads.	A qualified inspector is provided throughout the growing season as in accordance with the schedule 100% of the time.	COTR Random review of Inspection Form(s) and Field Activity Report.
02 Enforcement: Provide enforcement of state and federal pesticide laws as necessary and authorized,	All violations are reported to COR no later than 48 hours 100% of the time.	Review of Field Activity Reports.
03 Reports and Documentation: All Pre Application, Pesticide Inspection, and Pesticide Use Reports	Timeliness: All required reports are received within 2 weeks of the due date 100% of the time.	Review of Reports.
04 Scheduled Meetings: Participation in meetings related to pest control or pesticide issues.	Attendance: 100% of all meetings attended as requested.	Review of meeting notes.

**BUREAU OF RECLAMATION ~ KLAMATH BASIN AREA OFFICE
FEDERAL LEASE LANDS PESTICIDE MONITORING PROGRAM
FIELD ACTIVITY REPORT**

Indicate hours spent doing the activities listed below:

[illegible]

SECTION C – COMMERCIAL CLAUSES

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

52.252-2	Clauses Incorporated by Reference	FEB 1998
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This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation: <https://www.acquisition.gov/far>

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

The following clauses are hereby incorporated by reference:

Clauses	Title	Date
52.203-6	Restrictions on Subcontractor Sales to the Government – Alternate I	JUN 2020
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (RFO Deviation)	MAR 2026
52.204-13	System for Award Management Maintenance (RFO Deviation)	MAR 2026
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (RFO Deviation)	MAY 2026
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (RFO Deviation)	MAY 2026
52.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services (RFO Deviation)	MAR 2026
52.219-8	Utilization of Small Business Concerns (RFO Deviation)	JAN 2026
52.219-28	Post award Small Business Program Re-representation (RFO Deviation)	JAN 2026
52.222-3	Convict Labor	JUN 2003
52.222-35	Equal Opportunity for Veterans (RFO Deviation)	MAY 2026
52.222-36	Equal Opportunity for Workers with Disabilities (RFO Deviation)	MAY 2026
52.222-37	Employment Reports on Veterans (RFO Deviation)	MAY 2026
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts)	NOV 2025
52.222-50	Combating Trafficking in Persons (RFO Deviation)	MAY 2026
52.222-54	Employment Eligibility Verification (RFO Deviation)	MAY 2026

52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.222-90	Addressing DEI Discrimination by Federal Contractors (RFO Deviation)	APR 2026
52.223-23	Sustainable Products and Services (RFO Deviation)	MAY 2026
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.240-91	Security Prohibitions and Exclusions (RFO Deviation)	MAR 2026
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.244-6	Subcontracts for Commercial Products and Commercial Services (RFO Deviation)	MAY 2026

52.217-8	Option to Extend Services	NOV 1999
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The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(End of Clause)

52.217-9	Option to Extend Service the Term of the Contract	MAR 2000
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(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	NOV 2020
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(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) FAR Deviation Statement: The use in this solicitation or contract of any clauses listed above with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation. In accordance with E.O. 14275, the purpose of the Revolutionary FAR Overhaul (RFO) is to amend the Federal Acquisition Regulation (FAR) to ensure that it contains only provisions that are required by statute or that are otherwise necessary to support simplicity and usability, strengthen the efficacy of the procurement system, or protect economic or national security interests.

(End of clause)

DOI-AAAP-0028	ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM	FEB 2021
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Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

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

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

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

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) 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)

DIAR 1452.201-70	AUTHORITIES AND DELEGATIONS	SEPT 2011
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(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)

WBR 1452.201-80	CONTRACTING OFFICER'S REPRESENTATIVE'S AUTHORITIES AND LIMITATIONS – BUREAU OF RECLAMATION	MAY 2018
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(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 CORs authority to act on behalf of the Contracting Officer.
- (c) Technical direction must be within the scope of work stated in the contract. Only the Contracting Officer is authorized to determine if a change is within the scope of the contract; therefore, the COR does not have the authority to, and may not, issue any technical direction that -
- (1) Constitutes a direction of additional work outside the Contract requirements;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
 - (3) In any manner causes an increase or decrease in the total contract cost, or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must -
- (1) Advise the Contractor in writing after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract; or
 - (2) Advise the Contractor that the Government will issue a written change order.
- (f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

(End of Clause)

WBR 1452.237-80	SECURITY REQUIREMENTS – BUREAU OF RECLAMATION	MAR 2022
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(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>.

- (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)

DOI-AAAP-0050 (V3)	CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM	DEC 2015
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- 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 D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment 1 – Wage Determination 2015-5677 Rev No. 30 dated May 13, 2026