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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

<http://www.usbr.gov/pmts/acquisitions/>

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

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.246-12	Inspection of Construction	August 1996

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.236-15	Schedules for Construction Contracts	April 1984
52.242-14	Suspension of Work	April 1984

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 ET00-07 NON DISCRIMINATION NOTICE TO U.S. DEPARTMENT OF THE INTERIOR CONTRACTORS, SUBCONTRACTORS, AND LESSORS DECEMBER 1999

Based upon law, Executive Order, or internal policy, the Department of the Interior prohibits discrimination in the workplace, including sexual harassment, based on race, color, national origin, sex, religion, disability, age, or sexual orientation. The Department urges its contractors, subcontractors, and lessors to develop and enforce comprehensive anti discrimination policies for their places of work.

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## SECTION I -- CONTRACT CLAUSES

### I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

<http://www.usbr.gov/pmts/acquisitions/>

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

<b>Clause</b>	<b>Title</b>	<b>Date</b>
1452.204-70	Release Of Claims -- Department of the Interior	July 1996
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 2003
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	January 2005
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	October 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	October 1997
52.215-12	Subcontractor Cost or Pricing Data	October 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	October 1997
52.219-08	Utilization of Small Business Concerns	May 2004
52.222-03	Convict Labor	June 2003
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	July 2005
52.222-06	Davis Bacon Act	July 2005
52.222-07	Withholding of Funds	February 1988
52.222-08	Payrolls and Basic Records	February 1988
52.222-09	Apprentices and Trainees	July 2005
52.222-10	Compliance with Copeland Act Requirements	February 1988
52.222-11	Subcontracts (Labor Standards)	July 2005
52.222-12	Contract Termination-Debarment	February 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	February 1988
52.222-14	Disputes Concerning Labor Standards	February 1988
52.222-15	Certification of Eligibility	February 1988
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	February 1999
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001

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52.223-06	Drug Free Workplace	May 2001
52.226-01	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	June 2000
52.227-02	Notice And Assistance Regarding Patent And Copy Infringement	August 1996
52.228-02	Additional Bond Security	October 1997
52.228-11	Pledges Of Assets	February 1992
52.228-12	Prospective Subcontractor Requests for Bonds	October 1995
52.228-14	Irrevocable Letter of Credit	December 1999
52.228-15	Performance and Payment Bonds--Construction	July 2000
52.229-03	Federal, State And Local Taxes	April 2003
52.232-05	Payments under Fixed-Price Construction Contracts	September 2002
52.232-17	Interest	June 1996
52.232-23	Assignment Of Claims	January 1986
52.232-27	Prompt Payment for Construction Contracts	October 2003
52.233-01 Alt I	Disputes Alternate I	July 2002
52.233-03	Protest After Award	August 1996
52.236-02	Differing Site Conditions	April 1984
52.236-03	Site Investigation and Conditions Affecting the Work	April 1984
52.236-05	Material and Workmanship	April 1984
52.236-06	Superintendence by the Contractor	April 1984
52.236-07	Permits and Responsibilities	November 1991
52.236-09	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	April 1984
52.236-10	Operations and Storage Areas	April 1984
52.236-11	Use and Possession Prior to Completion	April 1984
52.236-12	Cleaning Up	April 1984
52.236-13	Accident Prevention	November 1991
52.236-21 Alt I	Specifications and Drawings for Construction Alternate I	April 1984
52.242-13	Bankruptcy	July 1995
52.243-04	Changes	August 1987
52.246-21	Warranty of Construction	March 1994
52.248-03 Alt I	Value Engineering-Construction - Alternate I	April 1984
52.249-02 Alt I	Termination for Convenience of the Government (Fixed-Price) - Alternate I	September 1996
52.249-10	Default (Fixed-Price Construction)	April 1984
WBR 1452.243-80	Modification Proposals -- Bureau of Reclamation	December 2001

I.2 52.204-07 CENTRAL CONTRACTOR REGISTRATION

OCTOBER  
2003

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

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- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active".
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number-
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.
- (End of clause)

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I.3 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION FEBRUAR Y 1999

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority	Goals for Female
Participation for	Participation for
Each Trade	Each Trade

_____	_____
[Contracting Officer	[Contracting Officer
shall insert goals]	shall insert goals]

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is . . . . . [Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].

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I.4 52.225-09 BUY AMERICAN ACT - CONSTRUCTION MATERIALS

JANUARY  
2005

(a) Definitions. As used in this clause-

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means-

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:\_\_\_\_\_

None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

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(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; a n d

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is non-compliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

[See loose leaf FAR for table]

(End of clause)

I.5 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT -  
CONSTRUCTION MATERIALS

MAY 2002

(a) Definitions. "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The

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offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

I.6 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION

OCTOBER 2003

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or

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contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

I.7 WBR AUTHORITIES AND LIMITATIONS -- BUREAU OF RECLAMATION JULY 1993  
1452.201-  
80

(a) All work shall be performed under the authority exercised by the Contracting Officer who has been appointed in accordance with the requirements of the Department of the Interior Acquisition Regulation (DIAR) 1401.603 (48 CFR 1401.603).

(b) The Contracting Officer may designate other Government employees to act as authorized representatives in administering this contract in accordance with the requirements of DIAR 1401.670 (48 CFR 1401.670). Any designation shall be made to the authorized representative by an appointment memorandum signed by the Contracting Officer which contains the scope and limitations of

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authority delegated for purposes of administering this contract. A copy of the memorandum, and any revisions to it, shall be provided to the Contractor which shall acknowledge receipt.

(c) The Contractor shall, without unnecessary delay, comply with any written or oral direction of the contracting officer or authorized representative(s) acting within the scope and authority of their appointment memorandum. Such orders or direction include, but are not limited to, instructions, interpretations, approvals, or rejections associated with work under this contract including requirements for submission of technical data, shop drawings, samples, literature, plans, or other data required to be approved by the Government under this contract.

(d)(1) If the Contractor receives direction for work under this contract (including any written or oral orders it regards as a change order under the Changes clause of this contract) and it considers such direction to have been issued without proper authority (including instances where it believes delegated authority has been exceeded), it shall not proceed with the direction and shall notify the Contracting Officer within five (5) working days of receipt of the direction. On the basis of the most accurate information available to the Contractor, the notice shall state--

(i) The date, nature, and circumstances of the direction received;

(ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such direction;

(iii) The identification of any documents and the substance of any oral communication involved in such direction;

(iv) The contract line items or other contract requirements that may be affected by the alleged direction including any suspected delays or disruption of performance; and

(v) Any other information considered pertinent.

(2) Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform under this paragraph prior to receipt of the Contracting Officer's determination issued under paragraph (e) of this clause.

(e) The Contracting Officer shall promptly, after receipt of any notice made under paragraph (d) of this clause, respond to the notice in writing. The response shall --

(1) Confirm that the direction contained in the Contractor's notice was unauthorized and either authorize it by appropriate contract modification or countermand it;

(2) Deny that the direction contained in the Contractor's notice was outside the scope and limitations of the authority of the authorized representative who gave the direction and direct the Contractor to proceed immediately with the direction received or, when necessary, direct the mode of further performance; or

(3) In the event the information contained in the Contractor's notice is inadequate to make a decision under subparagraphs (e)(1) or (2) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(f) 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.

(End of clause)

I.8      WBR            SAFETY AND HEALTH -- BUREAU OF RECLAMATION (JUL 1998)      MAY 2005  
1452.223-  
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(a) The Contractor shall not require any laborer or mechanic employed in the performance of this contract (including subcontracts) to work under conditions which are unsanitary, hazardous, or dangerous to the employee's health or safety.

(b) In addition to the requirements of the Accident Prevention clause of this contract, the Contractor shall comply with the Bureau of Reclamation "Reclamation Safety and Health Standards" (RSHS) manual. Some contracts may not contain the Accident Prevention clause, e.g. those formed under simplified acquisition procedures. Even if the Accident Prevention clause is not part of this contract, the Contractor must still comply with the Reclamation RSHS manual.

(c) (1) The safety and health standards as referenced in subparagraph (b)(2) of the Accident Prevention clause may be obtained from any regional or area office of the Occupational Safety and Health Administration, U.S. Department of Labor.

(2) The Contractor may order the RSHS manual as referenced in subparagraph (b) above is available at the following website: <http://www.usbr.gov/ssle/safety/RSHS/rshs.htm>.

(d) The Contractor shall submit a written proposed safety program in the form and time intervals prescribed in section 2 of the RSHS manual and amendments or revisions thereto in effect on the date of the solicitation.

(e) In addition to any other provisions in the contract, the Contractor shall comply with all safety and material data submittal requirements contained in the RSHS manual and revisions thereto.

(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 excess of \$2,500 occurring during performance of work under this contract.

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(g) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(h) In the event there is a conflict between the requirements contained in any of the safety documents referenced herein, the more stringent requirement shall prevail.

(End of clause)

I.9      WBR            CERTIFICATION OF REPRESENTATIVES FOR CORPORATE            SEPTEMBE  
1452.228-    SURETIES -- BUREAU OF RECLAMATION (SEP 1996)            R 1996  
84

(a) Each surety company bond, that purports to have been executed by an agent or attorney-in-fact for the corporate surety, shall --

(1) be accompanied by a power of attorney to the signatory agent or attorney-in-fact; and

(2) the power of attorney or attorney-in-fact shall have been executed by the corporate surety upon a date prior to the date of the execution of the bond; or

(3) be accompanied by a certification of the sureties to the effect that the power of attorney was in full force and effect upon the date of the bond.

(End of Clause)

I.10      WBR            EQUIPMENT OWNERSHIP AND OPERATING EXPENSE -- BUREAU    JULY 1998  
1452.231-    OF RECLAMATION  
81

(a) *Definitions.* "Acquisition cost," as used in this clause means, the Contractor's original purchase price (including sales tax less salvage value) of an item of equipment including any and all accessories and expendable components required for utilization the item of equipment. For used equipment which is reconditioned and recapitalized, "acquisition cost" shall mean the adjusted amount resulting from the recapitalized value of the equipment as determined from the Contractor's accounting records.

"Equipment," as used in this clause, means equipment in sound workable condition at the construction work site, either owned or controlled by the Contractor or its subcontractors at any tier, or obtained from a commercial rental source, and furnished for use under this contract.

"Ownership cost," as used in this clause, means allowances for construction equipment depreciation and cost of facilities capital.

"Operating cost," as used in this clause, means the cost of operating equipment such as operating crew labor, servicing labor and equipment, labor and parts for all repairs and maintenance, fuel, oil, grease, supplies, tire wear and repair.

(b) *Policy.* (1) Equitable adjustments made in the price of this contract pursuant to the Changes, Differing Site Condition, Suspension of Work, or other clause of the contract, may include allowable ownership and operating costs for equipment. In accordance with FAR 31.105(d), allowable ownership and operating costs for each piece of equipment, or groups of similar serial or series equipment, shall be determined using actual cost data when such data are available from the Contractor's accounting records. When actual costs cannot be so determined or when actual cost data for a specific element of operating cost do not contain costs for individual pieces or types of equipment, the procedures in paragraph (d) of this clause shall be used to determine allowable costs (provided, in the case of operating costs, that the costs are reconciled to the Contractor's total cost for that operating element). For fully depreciated equipment, the procedures in paragraph (e) of this clause shall be used to determine allowable costs.

(c) *Required data.* In any request made for an equitable adjustment, the Contractor shall furnish to the Contracting Officer --

(1) A complete description of each item of equipment (including all accessory equipment attached thereto) to be used in connection with the work to be performed listing the date of manufacture, date of acquisition, make, model, size, capacity, mounting, and type of power;

(2) Evidence of the acquisition cost of new or used equipment to be used including all available current and historical supporting cost data. If evidence of acquisition cost is not provided by the Contractor or if the data provided are unacceptable to the Contracting Officer, the Contracting Officer may determine the acquisition cost by other appropriate means.

(d) *Use of the predetermined rate schedule.*

(1) When the Contracting Officer determines that allowable ownership and operating costs cannot be determined from the Contractor's accounting records, the U.S. Army Corps of Engineers pamphlet entitled "Construction Equipment Ownership and Operating Expense Schedule" (Schedule) for the State in which the construction site is located shall be used to calculate ownership





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moderate and high risk positions are contained in the DOI Departmental Manual Part 441, Chapter 5. The Departmental Manual is available on the Internet at [http://elips.doi.gov/app\\_home/index.cfm?fuseaction=home](http://elips.doi.gov/app_home/index.cfm?fuseaction=home).

(4) After an affirmative determination, the Contractor shall make available to the CO or the CO's designee the records and documentation upon which the determination was based for review and approval.

(5) Each employee shall only be reinvestigated by the Contractor on a periodic basis (high risk every 5 years, for moderate risk every 10 years). A reinvestigation may be initiated prior to the normal periodic reinvestigation schedule when the Contractor or the Government believes that a particular individual's continued ability to meet the contract's minimum standards for a moderate or high risk position is in question. After an affirmative determination on an initial investigation or a reinvestigation, the Contractor shall make available to the CO or the CO's designee the records and documentation upon which the determination was based for review and approval.

(6) In the event of a disagreement between the Contractor and the Government concerning the suitability of a particular employee to perform work under this contract, the Government shall have the right of final determination. Determinations under this requirement are subject to the Disputes Clause. Failure of the Contractor to comply with the requirements of this clause could constitute grounds for termination for default.

(b) Information Protection.

The term "sensitive information" means any information which warrants a degree of protection and administrative control as defined by the Bureau of 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 For Official Use Only (FOUO) Sensitive information, but in some cases may include other unclassified. (The protection of Classified information is beyond the scope of this clause. If any work on Classified 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 the Bureau of Reclamation shall be protected as instructed by Reclamation in accordance with the magnitude of the loss or harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the data. All provisions of the clause also apply to all subcontractors.

(c) Required protective and Nondisclosure requirements:

(1) The Contractor shall not release to anyone outside the Contractor's organization any sensitive, or otherwise protected information, regardless of medium (e.g., 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.

(2) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(3) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime Contractor to the Contracting Officer.

(4) Any Government-furnished information/material does not become the property of the Contractor and may be withdrawn at any time. Upon expiration of the contract, all documents released and any material using data from such documents shall be returned to the contracting officer's representative for final disposition. Only with prior authorization may the Contractor retain the material. The Contractor or subcontractor shall not disclose or release the materials provided to any activity or individuals of the Contractor's organization not directly engaged in providing services under the contract that has not undergone an applicable suitability investigation commensurate with the contract specifications. 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 authorized representative 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 contract/information sensitivity level, or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access by any individual or entity not authorized such access by the government. Contractor shall maintain, and furnish upon demand of the Contracting Officer, records of the names of individuals who have access to sensitive material in its custody. All questions regarding classification, access and control shall be referred to the CO or COR for coordination with the Project manager and/or the appropriate Reclamation Security Officer.

(d) Handling of protected information:

(1) Non-Federal Users (contractors) will be granted access to sensitive information on a need-to-know basis only. Sensitive information supplied as Government-furnished materials, to a non-Federal user, or those who produce new original work, are to be returned upon completion of the authorized work; the Contractor agrees to handle protected information as follows:

(2) During non-duty hours, sensitive information must be secured within a locked office or suite, or secured in a locked container.

(3) When electronically transmitting sensitive information, do so through means that limit the potential for unauthorized disclosure. Since information transmitted over unencrypted electronic links such as telephones or electronic (e-mail) may be intercepted by unintended recipients, the Contractor, as custodian of sensitive information, will evaluate whether specific information warrants a higher level of protection accorded by a secure fax, phone, or other encrypted means of communication. Note: When

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sending sensitive information via fax, the sender shall ensure that the intended recipient is physically present at the receiving end of the fax before initiating the transmission.

(4) Sensitive information may be sent via the U.S. Postal Service or commercial messenger, provided it is packaged in a way that does not disclose its contents. Sensitive information will NOT be posted on the Internet or Contractor intranet.

(5) Newly-created sensitive information will be marked "For Official Use Only (FOUO) Sensitive" in letters larger than the rest of the general text at the center-top and center-bottom of each page and within the title block on drawings and/or maps.

(6) Classified information requires special marking and handling procedures. If the Contractor will have access to classified information, Reclamation will provide additional handling instructions and training to the Contractor as needed.

(7) The Contractor shall NOT provide access to employees, or subcontract employees, until written access clearance is provided by the Contracting Officer.

(8) The Contractor shall incorporate the substance of this clause in all subcontracts.

(e) Physical Security - General Procedural Security Requirements:

(1) The Contractor's employees governed by the contract may need to access sensitive information and/or may need access to designated restricted areas. The Contractor is responsible for information and/or may need access to designated restricted areas. The Contractor is responsible for providing security briefings regarding, and ensuring compliance by its employees with, any applicable security procedures of the Government installation (facility) where sensitive work may be performed under this contract. This includes the safekeeping, wearing, and visibility of a Contractor provided picture name badge or any special agency security and/or identification badges. The Contractor shall ensure the return of all agency badges and card keys and other Government property and information upon completion of performance or when personnel depart permanently or for an extended period of time, i.e., seven days or more. The contractor shall report all incidents of lost or stolen badges to the Contracting Officer no later than 48 hours after realization that the badge is missing. The Contractor may be required to turn in access/identification badges on a daily basis.

(2) The Contractor shall assure that no foreign national performs any work under this contract, either on-site or off-site and regardless of pay status, without prior clearance. Foreign nationals must be approved in writing, either before award or via the issuance of a modification to this contract. Any such approval must specifically identify the Contractor's employee (applies to all subcontractors) by name and nationality. The Contractor shall notify the CO in writing providing the name and nationality and providing a copy of the VISA (work permit) or other information as required. Reclamation reserves the right to refuse any foreign national participation on this contract and to refuse them permission to enter Reclamation premises.

(3) 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 Reclamation sensitive information. 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.

(4) Unsanctioned, negligent, or willful inappropriate action on the part of the contractor (or its employees) [such as exploration of a sensitive system and/or information; introduction of unauthorized and/or malicious software; failure to comply with Reclamation policies, procedures, or other published security requirements; or failure to follow prescribed access control policies and or security procedures] may result in termination of the contract or removal of some contractor employees from Reclamation facilities. These actions include, but are not limited to, exploration of a sensitive system and/or information, introduction of unauthorized and/or malicious software, 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.

(f) Information Technology Security - Basic Security Requirements:

(1) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in Reclamation IT Security policies, procedures, computer ethics, and best practices in accordance with Reclamation Directive IRM 08-09, September 21, 2001, Subject: Reclamation Information Technology (IT) Security Program (ITP): IT Security Awareness and Training Requirements. This document is available, upon request, from the Contracting Officer. The Contractor may use web-based training available from Reclamation to meet this requirement.

(2) The Contractor shall afford Reclamation, including the Department of the Interior Office of Inspector General, access to the Contractor's and subcontractors' facilities, installation, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Reclamation data or to the function of computer systems operated on behalf of Reclamation, and to preserve evidence of computer crime. If the Contractor has a question regarding the access rights or identity of Government employees requesting access to Contractor-operated IT facilities is suspected, it should be referred to the Contracting Officer for resolution before access is granted.

(3) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of clause)

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS JANUARY 2005

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (b) applies

(ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.2 52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION OCTOBER 1997

(a) Proposals must be--

(1) submitted on the forms furnished by the Government or on copies of those forms; and

(2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

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(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

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**SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

**L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.usbr.gov/pmts/acquisitions/>  
<http://www.arnet.gov/far>

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.204-06	Data Universal Numbering System (DUNS) Number	October 2003
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	October 1997
52.228-01	Bid Guarantee	September 1996
WBR 1452.233-80	Agency Procurement Protests -- Bureau of Reclamation	September 1997

**L.2 1452.233-2 SERVICE OF PROTEST -- DEPARTMENT OF THE INTERIOR JULY 1996  
(DEVIATION)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from: Bureau of Reclamation, Contracting Officer, 125 South State Street, Room 6107, Salt Lake City, Utah 84138-1102.

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

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

**L.3 52.216-01 TYPE OF CONTRACT APRIL 1984**

The Government contemplates award of a firm fixed price design build construction contract resulting from this solicitation.

**L.4 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES MARCH 2005**

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

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(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.epls.arnet.gov/News.html>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

L.5 52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS

APRIL 1984

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

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