RECLAMATION

*Managing Water in the West*

# Navajo-Gallup Water Supply Project
# Block 2-3 Pipeline

**Solicitation No. 140R4026B0001**

**UNITED STATES DEPARTMENT OF THE INTERIOR**
**BUREAU OF RECLAMATION**
**UPPER COLORADO REGION**
**SALT LAKE CITY, UTAH**

Preface

This section is a synopsis of the items identified by Reclamation that have been problematic for some contractors. The items have been identified through previous real-world performance of construction with Reclamation. The following items are not all encompassing of problems that may or may not be encountered and are only meant to identify general challenges contractors may run into when contracting with Reclamation for construction work. The purpose of this document is to allow contractors to bid construction more accurately at contract inception and reduce contract interpretation disagreements after contract award. It is highly recommended the Contractor read and become intimately familiar with both the solicitation and contract specifications and drawings prior to construction, as that can also head off potential disagreements as the work is being completed.

***NOTE:*** The examples given below are for reference purposes only. Reclamation does not take responsibility for the application of calculations during bid creation. The Contractor is required to apply all calculations internally, and the items in this document are for awareness purposes only.

***DISCLOSURE OF THE MAGNITUDE OF THE CONSTRUCTION PROJECT:*** The magnitude of this project is between $100,000,000 and $150,000,000

***Economic Price Adjustment:***
Reclamation plans on adding an Economic Price Adjustment Clause in an amendment to this solicitation, specifically for Fuel (Gas & Diesel) and Steel. If approved, a forthcoming amendment will be issued with the details of the coverage.

***Quality Control & Quality Assurance:***
FAR Clause 52.246-12 requires the Contractor to establish a construction inspection system to ensure quality. Accordingly, per section 01 46 00 – Quality Procedures, a Quality Control Plan is required to clearly outline the Contractors Quality Control (QC) Program to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents. The program must include a qualified, experienced Quality Control Supervisor (see part 1.04 Qualifications of the above specification section), who has authority delegated from an authorized official of the firm, to develop and manage quality control processes, including the three-phase control system (preparatory phase, initial phase, and follow-up phase) for all aspects of work specified and who has authorization to stop work if necessary. A well-managed Contractor's QC Program is essential to ensuring the work conforms to contract requirements. The effectiveness of the Contractor's QC Program will be subject to continued review and approval by the Government's Contracting Officer (CO).

The contractor will conduct its own Quality Assurance (QA) program, and Reclamation will only intermittently conduct its own Quality Assurance for specification compliance only, which may include inspection and tests performed by Government staff to ensure compliance with terms of the contract. Test performed by Reclamation will be used to ensure compliance with contract requirements and are not to be a replacement for specified Contractor quality contract and quality assurance testing. In the event of a discrepancy between Contractor's and Government's test results if performed, Reclamation's quality assurance test results will be compared to the contractor's results and a determination must be made whether the item conforms to the specifications or needs to be repaired/replaced at no additional cost to the government.

***Quantity Surveys:***
FAR Clause 52.236-16 Alt I Quantity Surveys will be included in this contract. Many contractor personnel have had issues providing adequate survey data IAW the referenced clause. This requires both preliminary and final surveys to be performed by the contractor. The contract requires (specs and clause) that a surveying plan be submitted (Surveying Plan) IAW specification 01 33 00. The surveying plan must be approved by Reclamation prior to the beginning of surveying work. The contract also requires submittal of all quantity survey notes and computations, as well as workday's survey notes. This is important as the quantity for payment must be verified against the actual survey data. Quantity surveys and calculations, along with as-built drawings, are required to be submitted with each monthly construction progress payment for a contractor's invoice to be considered as proper. Once construction is complete and all submittals are finalized, the balance of the lump sum price will be paid in the final invoice, quantity surveys are used to ensure the government does not unintentionally advance pay during progress payments.

The Government will have survey crews on site as part of its internal construction oversight and inspection program. However, this is not to be relied on by the Contractor as meeting the survey specifications. The Contractor is expected to provide fulltime *survey support* under the direction of a *registered professional land surveyor licensed in the state where the work is being completed* IAW the survey specifications (section 01 71 20 – Surveying). Historically, many contractors have missed this requirement, and it has led to payment disagreements.

***Submittals:***
The submittals required for Reclamation projects can be very detailed. Reclamation is a very data-centric organization of engineering-minded personnel. As such, the data needs to be correct and submittals shall be thought out, in a logical format, and be thorough. A 'shotgun-spread' approach will not work. Meaning, if a contractor submits superfluous information and/or with no format or shown understanding of the items, it will likely lead to rejection and a required resubmittal of the items. The same is true if a contractor only submits a portion of the items required under a requirement submittal number (RSN). The Contractor is responsible for providing quality control of contractor and subcontractor submittals to ensure they contain all, but no more than, the items required by a particular RSN. Reclamation will retain many, if not all, of the records in library retention for many years. This is for awareness purposes only.

***Project Record Documents (i.e. As-Built Drawings):***
Section 01 78 30 of the specifications covers this in detail. Reclamation expects full compliance with keeping drawings on site as required in the specifications and final electronic as-builts in .dwg format. As noted in the specification, final as-builts are to include manufacturer/subcontractor drawings (mechanical etc.). See specifications for further information.

***Environmental Compliance and Permitting:***
Environmental Compliance is a very strictly enforced item. In undertaking the construction of the Navajo-Gallup Water Supply Project (NGWSP), Reclamation has built a healthy and trusting relationship with the Navajo Nation Environmental Protection Agency (NNEPA), the U.S. Environmental Protection Agency (EPA), New Mexico Environmental Department (NMED), and the Army Corps of Engineers in complying with various environmental regulations, namely the Clean Water Act (CWA). Reclamation values these relationships and expects full compliance from the Contractor on all environmental items.

Many contractors unfamiliar with Reclamation run into initial issues because they: 1) do not have a dedicated environmental compliance member/team familiar with Clean Water Act (33 U.S.C. §1251 et seq. (1972)) permitting implementation experience, and specifically Storm Water Pollution Prevention Plan (SWPPP), 2) and rely on Reclamation to point out non-compliance reactively, rather than proactively implementing and managing this aspect of the job.

Some items of small nature may be required after contract award to comply with local Right of Way (ROW) changes/requirements. These items will be paid on a case-by-case basis on actual costs plus any reasonable overhead or profit.

*Example:* encountered well water, directed safety and water preservation compliance, paid back based on quantity surveys of actual qty (not payline) for overage, directed work. Site runoff water creating a path to other natural sites off the approved right of way, etc.

*Concern Example:* Standing water pooled up near open manholes, Reclamation directed that the manholes be covered to prevent rainwater backfilling the pipe, per the specification requirements. Environmental personnel inspections identified multiple discrepancies with SWPPP compliance, directed fixes at no additional cost to the government. Be mindful of the requirements as they can add up if not initially planned for.

***Cultural Resources Compliance and Archaeological Monitoring:***
Given the density of archaeological sites and artifacts in this area of the country, some items of archaeological and cultural importance are expected to be encountered during construction, including previously unknown sites and artifacts called discoveries. The delays for any ROW restrictions needed to protect those resources shown in the bid documents shall be included in the initial bid. The contract may be modified for time and/or cost if cultural resources discoveries are encountered, and the Contractor does not have other areas where work can be shifted. Be sure to read the specifications sections. See specifications section 01 57 60 and 01 57 90 for further details. It can be expected that the construction monitors of an Archaeological or Monitoring Firm may contact the Reclamation personnel and have the CO direct a temporary stop work until the discovery is mitigated or otherwise addressed and resolved.

**Staying inside the ROW and protecting cultural resources is of paramount importance.** The ROW granted for this project by the Navajo Nation and the Bureau of Indian Affairs to Reclamation has been designed to avoid many cultural resources. Under no circumstances will any incursion outside of the ROW be tolerated, and the Contractor could be subject to Navajo Nation fines and penalties. Reclamation adheres to strict compliance with respectful observance of the Navajo Nation resources and customs and expects the Contractor to be mindful of this as well.

Finally, any action of the Contractor related to carrying out the responsibilities and tasks associated with this contract, whether direct or

indirect, are subject to compliance with environmental and cultural resources laws and regulations. Such indirect actions could include but are not limited to: grading of roads to improve access to job site, water source outside project ROW, etc.; subcontracts for off-site ground disturbing activities (i.e., borrow areas, disposal of excess excavated material, etc. – see Off ROW Land Use Coordination submittal requirements in section 01 31 19 – Project Management and Coordination).

***Right-of-Way (ROW):***
ROW for all areas will be acquired prior to contract award. Please review the specifications for contractor and government required ROW and permitting requirements to ensure compliance. NGWSP is on a tight schedule and Reclamation is interested in starting work as soon as practicable.

***Project Specific Areas of Concern:***
Performance of this contract will potentially overlap with up to five active Reclamation contracts in the same work areas. Potential other active projects may include Block 2-3 Horizontal Directional Drilling (HDD), Water Treatment Plant activities, Pumping Plant One, and bypass construction activities. The contractor selected for this award is expected to coordinate with and not impede other active contractors as much as practicable. The contractor is responsible for connecting the pipeline to other components as detailed in Section C of the Solicitation (Specifications).

***Schedule B CLINs 1-4, 1-5, 2-4, and 2-5:***
These CLINs for As-Built Drawings and Final Drawings have pre-priced amounts listed. This is done to ensure a significant amount can be retained before final invoice to ensure As-Built Drawings and Final Drawings are received before final invoice is paid. The contractor may bid an alternate amount; however, it will be reviewed to ensure a meaningful amount has been bid that allows Reclamation to guarantee the delivery of the As-Built Drawings and Final Drawings required by the contract.

***Taxes:***
In accordance with FAR 52.229-3, the contract price offered by contractors includes all applicable Federal, State, and local taxes with the exception of New Mexico Gross Receipts Tax and Navajo Nation Tax. The Contractor must rely on its internal tax experts to ensure full compliance with tax laws. Be aware that both New Mexico Gross Receipts Tax (NMGRT) and Navajo Nation (NN) tax may apply to the work.

Taxes will be reimbursed on the actual tax rate at the time of each invoice period. The tax filing documents/receipts must be submitted with the invoice to be reimbursed the taxes paid. Taxes can be withheld to quarterly or longer if it is easier to process based on the business model of the contractor, but the tax forms/receipts (i.e. GRT-PV for NM or Form 600/601/604 for NN taxes – proof of payment) from either the State of New Mexico (NM) or the Navajo Nation (NN) must be submitted to be reimbursed for taxes.

***Taxes will also not be used in the Total Bid Price (TBP) for bid opening but must be presented/estimated in the bid to allow for appropriate budgeting of dollars for the resultant contract.*** The purpose is to relieve some of the stress on the contractors during bid periods and the government after award if the tax rate is subject to change during multiple years of performance, which historically happens in the State of NM (e.g. awarded at 6.5% NMGRT, June of the same year rate rises to 6.875% NMGRT, the following January the tax rate drops back to 6.5% NMGRT, etc.). ***This is a recent change in strategy for taxes, but the idea is Reclamation will reimburse actual NMGRT and NN taxes paid during each invoice/tax period to handle fluctuations in taxes during performance with receipts/proof of payment provided with each invoice.***

***Site Visit:***
An organized site visit is scheduled for – **Wednesday April 22, 2026 @ 10 AM MT**

Participants will meet at – Four Corners Construction Office, 1235 La Plata Highway, Farmington, NM 87401.

Please contact Mr. Fred Malone (flamone@usbr.gov, 505-324-5014) to be added to the attendee list and for any additional questions or information concerning the site visit.

***Subcontractors:***
Subcontractors cannot submit partial bids straight to the Government. Subcontractors shall bid directly to prime contractors. Items will not be pre-qualified during the synopsis or solicitation period. It is the prime contractor's responsibility to confirm item meets the specifications of this requirement.

***52.236-8 OTHER CONTRACTS – RECLAMATION DEVIATION APRIL 1984:***
Please carefully read this clause as this effort will potentially overlap with other Reclamation contracts.

***52.222-11 SUBCONTRACTS (LABOR STANDARDS) MAY 2014:***
Please carefully read this clause and ensure SF1413's are submitted to the Contracting Officer (by email). You should cc the Contract Specialist and FCCO Contract Administrator.

***Note:***
The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Examples include 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

# Contents

Solicitation No. 140R4026B0001 ..... 1
SECTION A – SF-1442 ..... 9
SECTION B – San Juan Lateral – Block 2-3 Pipeline Navajo-Gallup Water Supply Project, New Mexico ..... 13
SECTION C – Statement / Description / Specification of Work ..... 24
SECTION D – Packaging and Marking ..... 25
SECTION E – Inspection and Acceptance ..... 26
E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 1998 ..... 26
SECTION F -- Deliveries or Performance ..... 27
F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 1998 ..... 27
F.2 52.211-12 LIQUIDATED DAMAGES-CONSTRUCTION SEPTEMBER 2000 ..... 27
SECTION G - Contract Administration Data ..... 28
G.1 DOI-AAAP 0028 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP) FEBRUARY 2021 ..... 28
G.2 WBR 1452.242-80 POST AWARD CONFERENCE BUREAU OF RECLAMATION MARCH 2022 ..... 28
G.3 WBR 1452.201-80 CONTRACTING OFFICER'S REPRESENTATIVE'S AUTHORITIES AND LIMITATIONS BUREAU OF RECLAMATION MAY 2018 ..... 29
SECTION H -- Special Contract Requirements ..... 31
H.1 DOI-AAAP-0050 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM DECEMBER 2015 ..... 31
H.2 INDIAN PREFERENCE ..... 32
H.3 INDIAN PREFERENCE PROGRAM ..... 33
H.4 VARIATION IN ESTIMATED QUANTITY ..... 35
H.5 AUTHORITIES AND DELEGATIONS SEPTEMBER 2011 ..... 35
SECTION I - Contract Clauses ..... 37
I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 1998 ..... 37
I.2 52.203-14 DISPLAY OF HOTLINE POSTER(S) NOVEMBER 2021 ..... 39
I.3 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS NOVEMBER 2021 ..... 40
I.4 52.222-9 APPRENTICES AND TRAINEES JULY 2005 DEVIATION FEBRUARY 2025 ..... 42
I.5 52.222-35 EQUAL OPPORTUNITY FOR VETERANS JUNE 2020 ..... 43
I.6 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES JUNE 2020 ..... 44
I.7 52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS MAY 2024 DEVIATION FEBRUARY 2025 ..... 44
I.8 52.223-22 ~~PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS – REPRESENTATION DECEMBER 2016~~ RESERVED DEVIATION FEBRUARY 2025 ..... 45
I.9 52.223-23 SUSTAINABLE PRODUCTS AND SERVICES MAY 2024 DEVIATION FEBRUARY 2025 ..... 45
I.10 52.236-8 OTHER CONTRACTS – RECLAMATION DEVIATION APRIL 1984 ..... 47
I.11 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES JANUARY 2025 DEVIATION OCTOBER 2025 ..... 47
I.12 52.252-4 ALTERATIONS IN CONTRACT APRIL 1984 ..... 49

I.13 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES NOVEMBER 2020 ..... 50
I.14 WBR 1452.223-81 SAFETY AND HEALTH – BUREAU OF RECLAMATION OCTOBER 2022 ..... 50
I.15 WBR 1452.232-81 – PAYMENT FOR MOBILIZATION AND PREPARATORY WORK – BUREAU OF RECLAMATION ALT III MARCH 2022 ..... 51
I.16 WBR 1452.236-84 PRESERVATION OF CULTURAL RESOURCES BUREAU OF RECLAMATION MARCH 2022 ..... 52
I.17 WBR 1452.237-80 SECURITY REQUIREMENTS – BUREAU OF RECLAMATION (MARCH 2022) ..... 53
I.18 WBR 1452.243-80 MODIFICATION PROPOSALS – BUREAU OF RECLAMATION MARCH 2022 ..... 57
SECTION J – List of Attachments and Exhibits ..... 58
SECTION K – Representations, Certifications and Other Statements of Offerors ..... 59
K.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEBRUARY 1998 ..... 59
K.2 52.201-1 ACQUISITION 360: VOLUNTARY SURVEY SEPTEMBER 2023 ..... 59
K.3 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APRIL 1985 ..... 59
K.4 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS JANUARY 2025 DEVIATION FEBRUARY 2025 ..... 60
K.5 52.204-20 PREDECESSOR OF OFFEROR AUGUST 2020 ..... 64
K.6 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT NOVEMBER 2021 ..... 65
K.7 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT AND SERVICES – REPRESENTATION OCTOBER 202067
K.8 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS AUGUST 2020 ..... 67
K.9 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS OCTOBER 2018 ..... 69
K.10 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW FEBRUARY 2016 ..... 70
K.11 52.209-12 CERTIFICATION REGARDING TAX MATTERS OCTOBER 2020 ..... 71
K.12 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS – CERTIFICATION NOVEMBER 2021 ..... 71
K.13 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS FEBRUARY 2024 ..... 73
K.14 52.252-1 EQUAL LOW BIDS ..... 76
SECTION L – Instructions, Conditions and Notices to Bidders ..... 77
L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEBRUARY 1998 ..... 77
L.2 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 SEPTEMBER 2023 ..... 77
L.3 52.211-2 AVAILABILITY OF DEFENSE SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) SEPTEMBER 2023 . 78
L.4 52.216-1 – TYPE OF CONTRACT APRIL 1984 ..... 78
L.5 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK May 2014 ..... 78
L.6 52.225-11 BUY AMERICAN —CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS November 2023 ..... 79
L.7 52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENT MAY 2014 ..... 84
L.8 52.228-1 BID GUARANTEE SEPT 1996 ..... 85
L.9 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS NOVEMBER 2020 ..... 86
L.10 1452.233-2 – SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR JUL 1996 (Deviation) ..... 86
L.11 WBR 1452.236-85 INSTRUCTION FOR MOBILIZATION AND PREPARATORY WORK SCHEDULE LINE ITEM - BUREAU OF RECLAMATION MAR 2022 ..... 86

L.12 DOI-AAAP-0076 – MINIMUM SUBCONTRACTING GOALS FOR THIS SOLICITATION ..... 86
SECTION M -- Evaluation Factors for Award ..... 88
M.1 NOTICE OF BID OPENING ..... 88

# SECTION A – SF-1442

| SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) | 1. SOLICITATION NO. 140R4026B0001 | 2. TYPE OF SOLICITATION [X] SEALED BID (IFB) INVITATION FOR BID [ ] NEGOTIATED (RFP) REQUEST FOR PROPOSAL | 3. DATE ISSUED 04/15/2026 | PAGE 10 OF PAGES 88 |
|---|---|---|---|---|

**IMPORTANT** - The "offer" section on the reverse must be fully completed by offeror.

| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. 0044034093 | 6. PROJECT NO. |
|---|---|---|

7. ISSUED BY CODE R40

Bureau of Reclamation
Upper Colorado Region
Regional Office
125 South State Street, Room 8100
Salt Lake City UT 84138

8. ADDRESS OFFER TO

| 9. FOR INFORMATION CALL | a. NAME Tyler Spencer | b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 8015243653 |
|---|---|---|

## SOLICITATION

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

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

The principle components of the Block 2-3 Pipeline include, but are not limited to, the following:

Provide

1. Approximately 6.0 miles of 42-inch diameter buried water transmission pipe.
2. Approximately 5.9 miles of 48-inch diameter buried water transmission pipe.
3. Two 0.3 million-gallon ground level storage tanks, yard, and access road.
4. Wash crossings.
5. Bored crossings.
6. Precast manhole structures.
7. Concrete thrust collars, tapers, and encased miter bends.
8. Buried manholes.
9. Valves, air valves, and blowoffs.
10. Road crossings.
11. Utility crossings.
12. Erosion control.
13. Cathodic protection.

Continued...

11. The contractor shall begin performance within 21 calendar days and complete it within 643 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [ ] mandatory [X] negotiable. ***(See*** _____ ***).***

| 12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)* [X] YES [ ] NO | 12b. CALENDAR DAYS 21 |
|---|---|

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1000 ***(hour)*** local time 06/30/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee [X] is, [ ] is not required.

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

d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

## OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

CODE FACILITY CODE

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

| AMENDMENT NUMBER | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| DATE. | | | | | | | | | | |

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20b. SIGNATURE

20c. OFFER DATE

## AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT

☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

### *CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE*

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 1 *copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

Ashton Jones

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | 14. Supervisory Control and Data Acquisition (SCADA) equipment and fiber optic cabling.<br><br>LOCATION OF THE WORK:<br>Work is located on the Block 2-3 pipeline alignment, which begins south of the Frank Chee Willetto Reservoir approximately 17 miles east of Shiprock, New Mexico and terminates at the San Juan Lateral Water Treatment Plant approximately 6 miles east of intersection of U.S. Highway 491 and Navajo Route 36 in San Juan County. | | | | |
| 00010 | Block 2-3 Pipeline - All work shall be in accordance with the attached specifications and drawings.<br>See Specifications (Section J Attachment 1) and Drawings (Section J Attachments 2-3) for more details.<br>Quantity: 1<br>Unit of Measure: AU (Activity Unit)<br>Pricing Arrangement - Firm Fixed Price<br><br>See Schedule B for the Price Schedule continuation which includes all CLINs and sub-CLINs.<br><br>CLIN includes all items and personnel necessary to ensure turnkey pipe installation to Reclamation. All inclusive of items, equipment, materials, personnel, specialized personnel, etc.<br><br>All invoices against this CLIN must include quantity survey data, if applicable.<br><br>Full time safety representative and quality control representative, as well as qualified survey personnel are required.<br>Product/Service Code: Y1KZ<br>Product/Service Description: CONSTRUCTION OF OTHER CONSERVATION AND DEVELOPMENT FACILITIES | | | | |

# SECTION B – San Juan Lateral – Block 2-3 Pipeline Navajo-Gallup Water Supply Project, New Mexico

**PRICE SCHEDULES**

(a) Bids will be considered for award on the following Price Schedules, but no bid will be considered for award on only part of the Price Schedules. Bids are subject to the terms and conditions of this solicitation.

(b) Quantities in Price Schedule are estimated quantities for comparison of bids only. Except as provided in contract clause at H.4, Variation in Estimated Quantity, no claim shall be made against Government for overruns or underruns. Contract clause at H.4 Variation in Estimated Quantity does not apply to lump sum items.

(c) Reclamation is attempting to improve payment schedules and funds access to contractors, allowing awardees to access funds for monthly operations activities (labor and equipment reimbursement) previously burdened into other CLINs. Reclamation reserves the right, in coordination with the awardee, to restructure the Schedule B CLINs to allow "CLIN Work Groups" to be created specific to the winning bidder after award. Reclamation ***shall not*** advance pay invoices, progress payments must be tied to physical completion. The contractor may also decide it does not wish to pursue enhanced cash-flow access and Reclamation would not force any new pay schedule if it were not desired by the awardee, this is an optional process. If a bidder does not wish to pursue the payment restructuring after award it may leave the added table in each Schedule B Payment Schedule blank or fill with N/A (not applicable). ***Not filling out the added Schedule B tables shall not disqualify*** any bidder from receiving award. The advertised solicitation Schedule B conflicts with the specifications Schedule B, official changes to Schedule B would take place after award and be revised based on the negotiated payment schedule. If after modification the payment terms conflict with the specifications, the modification language and payment agreement would 'control' payment schedule or take precedence.

(1) **"CLIN Work Group (WG)" Generic Example:** Essentially "Work Groups" are several physical tasks invoiced under quantity surveys accompanied by a newly added percentage complete CLIN (traditional construction payment reimbursement based on percentage complete). 1st four (4) to five (5) tasks that logically and/or chronologically take place in the awardee's construction schedule (due after award - RSN 01 32 10-2 "Baseline Schedule") would be tied to a newly created separate Schedule B CLIN to allow access to operations costs (labor, equipment, etc.). The contractor would be allowed to bill monthly for operations cost and 'burden' for physical work completion completed to date of invoice, this is ***not a cost-type/cost-reimbursement setup*** it is a "Just Late" setup based on physical completion of work to date, funds will not be added to cover unexpected costs and is still a FFP contract payment tied to completion. As a generic working example, Schedule B WG CLINs 1.1, 1.2, 1.3, and 1.4 below in the Schedule B - Price Schedule 1 could, after award, be granted a "new" Schedule B WG CLIN 1.5 (would have to renumber all Schedule B CLINs with the approved CLIN restructure after award into the 'working groups' agreed to by both parties) that would allow the 'burden' or operations costs to be accessible for monthly billing in the newly established Schedule B Work Group, based on agreed percentage complete at time of invoice. Schedule B WG CLINs 1.1, 1.2, 1.3, and 1.4 would still be reimbursed under quantity survey verification, Schedule B WG CLIN 1.5 would essentially be a reimbursement by agreed percentage complete of WG CLINs 1.1, 1.2, 1.3, and 1.4 at time of invoicing. Specifics will be tailored to the awardee after the award is official (contract is awarded). ***This would be a bilateral modification to the contract after award.***

(2) **CLIN Work Group Illustration –** Example for illustrative purposes.

Work Group Example (1st Grouping)

| CLIN | Section | Supplies or Services | Quantity and Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| WG-1.1 | 31 11 00 | Clearing and Grubbing | For the lump sum of | | $ |
| WG-1.2 | 31 14 10 | Topsoil Stripping, Stockpiling, and Placement | For the lump sum of | | $ |
| WG-1.3 | 31 23 22 | Rock Excavation for Line Pipe | 37,000 cu yd | $ | $ |
| WG-1.4 | 33 11 10 | Line Pipe (Reach 2 – Can be in multiple work groups for different quantities – example 33% in WG1, 33% in WG2, 34% in WG3 – totaling 20,470 LF) | 20,470 lin ft | $ | $ |
| ***WG-1.5*** | ***Modification*** | ***Operational Costs and Burden of WG CLINs WG-1.1, 1.2, 1.3, & 1.4 (% Complete Payment – Monthly Billing for overhead, labor, equipment – Shall Not Advance Pay)*** | ***For the lump sum of*** | | ***$*** |

(3) **Schedule B Table Addition:** A table has been added to the Bid Schedule B at the end of each Price Schedule to allow contractors to identify which schedule B CLINs carry the most 'burden' or access to cash-flow. The amounts in the newly added tables ***will NOT be publicly shared or announced during any bid opening,*** *this is considered competitive information and is exempt from FOIA and public reporting requirements*. The purpose is to allow Reclamation to posture for Schedule B restructuring with the awardee after award is official. It will aid Reclamation in ensuring it does not get into an advanced payment situation, while also identifying where the contractor needs the most access to cash-flow to keep operations more fluid.

(4) **Major Materials Reimbursement:** Reclamation is also willing to establish, with the selected awardee, a materials repayment schedule with the contractor for major purchases. Example: Steel Pipe, Reclamation is willing to reimburse 65-75% of the material costs at time of order with proof of paid invoices from the supplier. Upon successful delivery and certification/inspection of materials on site Reclamation would release the balance of the material cost (35-25%) to the contractor. Idea: Keeps the contractor liquid without violating advance payment rules and still provides Reclamation with enough assurance that the materials will be correct when delivered and verified to be acceptable before balance is released.

(d) See contract clause at WBR 1452.232-81, Payment for Mobilization and Preparatory Work, for CLIN 1-1 and 2-1.

(e) Definitions:
(1) CLIN – Contract Line Item Number

(f) Note: In accordance with Section 7-9-3.3 of New Mexico Statutes Annotated (NMSA) 1978 and Section 402 of Navajo Nation's Business Activity Tax Statute, it is Contractor's responsibility to ensure that all applicable New Mexico Gross Receipts Tax and Navajo Nation Gross Receipts Tax are included in their bid.

(g) In accordance with FAR 52.232-5 (Payments under Fixed-Price Construction Contracts) (b)(2), payment may be approved for materials delivered to Contractor at locations other than the site if Contractor obtains CO approval prior to making

arrangements for obtaining the materials. Contractor shall also be required to complete a "Materials on Hand Certificate" which will certify:

(1) Materials described for use on identified contract.

(2) Materials are clearly marked to identify that they belong to contract cited.

(3) Full title for those materials vested in Prime Contractor sited.

(4) Materials are free of liens and encumbrances.

(5) Materials are properly stored, secured, and protected against loss or damage.

**PRICE SCHEDULE 1 (Reach 2)**

| CLIN | Section | Supplies or Services | Quantity and Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 1-1 | WBR 1452.232-81 | Mobilization and Preparatory Work | For the lump sum of | | $ |
| 1-2 | 01 31 30 | Contract Document Management System (CDMS) | For the lump sum of | | $ |
| 1-3 | 01 56 15 | Utility Crossing Investigations Reach 2 | For the lump sum of | | $ |
| 1-4 | 01 78 30 | As-built Drawings Reach 2 | For the lump sum of | | $65,000 |
| 1-5 | 01 78 30 | Final Drawings Reach 2 | For the lump sum of | | $17,000 |
| 1-6 | 26 42 00 | Cathodic Protection and Corrosion Monitoring Systems for Reach 2 | For the lump sum of | | $ |
| 1-7 | 26 42 11 | Buried Galvanic Anode Cathodic Protection for Reach 2 | For the lump sum of | | $ |
| 1-8 | 26 42 12 | Buried Impressed Current Cathodic Protection for Reach 2 | For the lump sum of | | $ |
| 1-9 | 31 02 10 | Water for Dust Abatement Reach 2 | 1,900 M (1,000) Gal | $ | $ |
| 1-10 | 31 02 30 | Dust Palliative Reach 2 | 94 acre | $ | $ |
| 1-11 | 31 03 33 | Removal of Water from Excavation Reach 2 | For the lump sum of | | $ |
| 1-12 | 31 11 00 | Clearing and Grubbing | For the lump sum of | | $ |
| 1-13 | 31 14 10 | Topsoil Stripping, Stockpiling, and Placement | For the lump sum of | | $ |
| 1-14 | 31 23 22 | Rock Excavation for Line Pipe | 37,000 cu yd | $ | $ |
| 1-15 | 31 23 22 | Use of Trench Box Reach 2 | 360 lin ft | $ | $ |
| 1-16 | 32 15 10 | Gravel Surfacing | 470 sq yd | $ | $ |
| 1-17 | 32 12 22 | Asphalt Concrete Pavement | 28 cu yd | $ | $ |
| 1-18 | 32 91 60 | Erosion Control Blanket | 17,500 sq yd | $ | $ |
| 1-19 | 32 92 20 | Seeding | 94 acre | $ | $ |
| 1-20 | 33 05 21 | Powerline Crossing at Station 2016+95 | 243 lin ft | $ | $ |

**PRICE SCHEDULE 1 (Reach 2)**

| CLIN | Section | Supplies or Services | Quantity and Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 1-21 | 33 05 21 | U.S. Highway 64 Crossing at Station 2108+22 | 265 lin ft | $ | $ |
| 1-22 | 33 05 21 | Road 6700 Crossing at Station 2134+23 | 150 lin ft | $ | $ |
| 1-23 | 33 05 21 | Powerline Crossing at Station 2184+59 | 290 lin ft | $ | $ |
| 1-24 | 33 05 21 | ISR N 362 Crossing at Station 2189+73 | 85 lin ft | $ | $ |
| 1-25 | 33 11 10 | Line Pipe (Reach 2) | 20,470 lin ft | $ | $ |
| 1-26 | 33 11 10 | Steep Line Pipe (Reach 2) | 100 lin ft | $ | $ |
| 1-27 | 33 11 10 | Buried Manhole | 1 Ea | $ | $ |
| 1-28 | 33 11 10 | Filling and Testing Pipe | For the lump sum of | | |
| 1-29 | 33 11 10 | Repair Kits | For the lump sum of | | |
| 1-30 | 33 12 15 | 6-Inch Diameter Air Valve Assemblies | 12 ea | $ | $ |
| 1-31 | 33 12 15 | 6-Inch Diameter Air Valve with Manhole Assemblies | 9 ea | $ | $ |
| 1-32 | 33 12 15 | 6-Inch Diameter Blowoff Assemblies | 11 ea | $ | $ |
| 1-33 | 33 12 15 | 6-Inch Diameter Blowoff with Manhole Assemblies | 8 ea | $ | $ |
| 1-34 | 33 12 15 | 48-Inch Sectionalizing Valve Assemblies | 3 ea | $ | $ |
| 1-35 | 33 22 15 | N.A.P.I. Turnout Assembly | For the lump sum of | | $ |
| 1-36 | 35 42 35 | Wash Crossings | For the lump sum of | | $ |

Subtotal FOR PRICE SCHEDULE 1 (Reach 2) $_____

Estimated NMGRT at 6.8125% for Price Schedule 1 (if applicable) $_____

Estimated Navajo Nation Taxes at 6.00% for Price Schedule 1 (if applicable) $_____

TOTAL FOR PRICE SCHEDULE 1 $_____

**OPTIONAL TABLE FOR WORK GROUP (WG) CLIN PAYMENT PRICE SCHEDULE 1**

| Schedule B CLIN Number | Needed Access to Operations Costs ($ Amount) | Ballpark Date Needed (e.g. early contract performance, mid-performance, or late performance – Can be month or quarter if easier) |
|---|---|---|
| ***Example: CLIN 1-1*** | *$5.00* | *Oct 2026, or 4th Qtr 2026, or early contract performance, etc.* |
| ***Contractor Input Below*** | | |
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**PRICE SCHEDULE 2 (Reach 3)**

| CLIN | Section | Supplies or Services | Quantity and Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 2-1 | WBR 1452.232-81 | Mobilization and Preparatory Work | For the lump sum of | | $ |
| 2-2 | 01 31 30 | Contract Document Management System (CDMS) | For the lump sum of | | $ |
| 2-3 | 01 56 15 | Utility Crossing Investigations Reach 3 | For the lump sum of | | $ |
| 2-4 | 01 78 30 | As-Built Drawings Reach 3 | For the lump sum of | | $135,000 |
| 2-5 | 01 78 30 | Final Drawings Reach 3 | For the lump sum of | | $31,000 |
| 2-6 | 25 00 01 | System Control and Monitoring | For the lump sum of | | $ |
| 2-7 | 26 05 02 | Complete Electrical System | For the lump sum of | | $ |
| 2-8 | 26 42 00 | Cathodic Protection and Corrosion Monitoring Systems for Reach 3 | For the lump sum of | | $ |
| 2-9 | 26 42 11 | Buried Galvanic Anode Cathodic Protection for Reach 3 | For the lump sum of | | $ |
| 2-10 | 26 42 12 | Buried Impressed Current Cathodic Protection for Reach 3 | For the lump sum of | | $ |
| 2-11 | 26 42 15 | Galvanic Anode Cathodic Protection for Welded Steel Tanks for Reach 3 | For the lump sum of | | $ |
| 2-12 | 31 02 10 | Water for Dust Abatement | 3,950 M (1,000) gal | $ | $ |
| 2-13 | 31 02 30 | Dust Palliative | 166 acre | $ | $ |
| 2-14 | 31 11 10 | Clearing and Grubbing | For the lump sum of | | $ |
| 2-15 | 31 14 10 | Topsoil Stripping, Stockpiling, and Placement | For the lump sum of | | $ |
| 2-16 | 31 23 11 | Common Excavation for Structures | 2,570 cu yd | $ | $ |
| 2-17 | 31 23 11 | Rock Excavation for Structures | 650 cu yd | $ | $ |
| 2-18 | 31 23 11 | Compacted Backfill for Structures | 3,120 cu yd | $ | $ |
| 2-19 | 31 23 11 | Processing for Site and Foundation Materials | 3,120 cu yd | $ | $ |
| 2-20 | 31 23 22 | Rock Excavation for Line Pipe | 82,000 cu yd | $ | $ |
| 2-21 | 31 23 22 | Use of Trench Box Reach 3 | 500 lin ft | $ | $ |
| 2-22 | 31 37 00 | Riprap | 24 cu yd | $ | $ |

**PRICE SCHEDULE 2 (Reach 3)**

| CLIN | Section | Supplies or Services | Quantity and Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 2-23 | 32 15 10 | Gravel Surfacing | 4,100 sq yd | $ | $ |
| 2-24 | 32 12 22 | Asphalt Concrete Pavement | 22 cu yd | $ | $ |
| 2-25 | 32 31 10 | Chain Link Fence | 660 lin ft | $ | $ |
| 2-26 | 32 91 60 | Erosion Control Blanket | 13,520 sq yd | $ | $ |
| 2-27 | 32 92 20 | Seeding | 166 acre | $ | $ |
| 2-28 | 33 05 21 | Powerline Crossing at Station 3331+13 | 100 lin ft | $ | $ |
| 2-29 | 33 05 21 | Powerline Crossing at Station 3340+33 | 100 lin ft | $ | $ |
| 2-30 | 33 05 21 | ISR 36 Crossing at Station 3430+00 | 250 lin ft | $ | $ |
| 2-31 | 33 05 21 | Powerline Crossing at Station 3478+93 | 160 lin ft | $ | $ |
| 2-32 | 33 05 21 | Powerline Crossing at Station 3633+18 | 300 lin ft | $ | $ |
| 2-33 | 33 05 21 | Powerline Crossing at Station 3707+02 | 100 lin ft | $ | $ |
| 2-34 | 33 11 10 | 48-Inch Line Pipe (Reach 3) | 10,900 lin ft | $ | $ |
| 2-35 | 33 11 10 | 42-Inch Line Pipe (Reach 3) | 31,472 lin ft | $ | $ |
| 2-36 | 33 11 10 | Buried Manhole | 10 ea | $ | $ |
| 2-37 | 33 11 10 | Filling and Testing Pipe | For the lump sum of | | $ |
| 2-38 | 33 11 10 | Repair Kits | For the lump sum of | | $ |
| 2-39 | 33 11 10 | 4” NTUA Waterline Relocation | 800 lin ft | $ | $ |
| 2-40 | 33 12 15 | 6-Inch Diameter Air Valve Assemblies | 2 ea | $ | $ |
| 2-41 | 33 12 15 | 6-Inch Diameter Air Valve with Manhole Assemblies | 11 ea | $ | $ |
| 2-42 | 33 12 15 | 6-Inch Diameter Blowoff Assemblies | 6 ea | $ | $ |
| 2-43 | 33 12 15 | 6-Inch Diameter Blowoff with Manhole Assemblies | 6 ea | $ | $ |
| 2-44 | 33 12 15 | 42-Inch Sectionalizing Valve Assemblies | 4 ea | $ | $ |
| 2-45 | 33 12 15 | 48-Inch Sectionalizing Valve Assemblies | 1 ea | $ | $ |

**PRICE SCHEDULE 2 (Reach 3)**

| CLIN | Section | Supplies or Services | Quantity and Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 2-46 | 33 16 00 | San Juan Lateral Water Treatment Plant Regulating Tanks | For the lump sum of | | $ |
| 2-47 | 33 42 30 | Corrugated Metal Culverts | 40 lin ft | $ | $ |
| 2-48 | 35 21 95 | Steel Manifold Piping | For the lump sum of | | $ |
| 2-49 | 35 22 14 | Valves and Equipment | For the lump sum of | | $ |
| 2-50 | 35 42 35 | Wash Crossings | For the lump sum of | | $ |

Subtotal FOR PRICE SCHEDULE 2 (Reach 3) $_____

Estimated NMGRT at 6.8125% for Price Schedule 2 (if applicable) $_____

Estimated Navajo Nation Taxes at 6.00% for Price Schedule 2 (if applicable) $_____

TOTAL FOR PRICE SCHEDULE 2 $_____

**TOTAL BID PRICE (TBP) - Price Schedules 1 & 2 without estimated taxes** $_____

## OPTIONAL TABLE FOR WORK GROUP (WG) CLIN PAYMENT PRICE SCHEDULE 2

| Schedule B CLIN Number | Needed Access to Operations Costs ($ Amount) | Ballpark Date Needed (e.g. early contract performance, mid-performance, or late performance – Can be month or quarter if easier) |
|---|---|---|
| ***Example: CLIN 2-1*** | *$5.00* | *Oct 2026, or 4th Qtr 2026, or early contract performance, etc.* |
| ***Contractor Input Below*** | | |
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**OTHER RATES**

The following listed items must be provided and will be retained and applied to modification actions if applicable. This method allows us to use the initial award competition as the justification of reasonable rates throughout the performance of the contract which makes handling modifications easier throughout the life of the contract. The following items will be applied for the length of the contract including all modification actions after time of award:

a. – Overhead Rate _____

b. – Profit Rate _____

c. – General and Administrative (G&A) Rate if applied/applicable _____

d. – Pass-Through overhead and profit rates for subcontractors _____

END OF SUPPLIES OR SERVICES AND PRICES

# SECTION C – Statement / Description / Specification of Work

Please See Section J Attachment(s) 1-3 for specifications, drawings, and supporting data.

# SECTION D – Packaging and Marking

There are no clauses included in this section.

# SECTION E – Inspection and Acceptance

## E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following addresses:
FAR Clauses - https://www.acquisition.gov/far/

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

# SECTION F -- Deliveries or Performance

## F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following addresses: FAR Clauses - https://www.acquisition.gov/far/

| CLAUSES INCORPORATED BY REFERENCE | | |
| --- | --- | --- |
| **Clause** | **Title** | **Date** |
| 52.242-14 | Suspension of Work | April 1984 |

## F.2 52.211-12 LIQUIDATED DAMAGES-CONSTRUCTION SEPTEMBER 2000

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $10,278.00 for each calendar day of delay until the work is completed or accepted.

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

(End of Clause)

# SECTION G - Contract Administration Data

## G.1 DOI-AAAP 0028 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP) FEBRUARY 2021

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

"Payment requests" means any request for contract financing payment or invoicing 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, failure to provide the items will result in invoice rejection:**
1 – Quantity Surveys (if applicable)
2 – Current Copy of As-Built Drawings
3 – Quantity sheets reflecting the CLIN in schedule B, percentage complete, and bold any items nearing or exceeding 100% of the CLIN amount.
4 – Tax documents and receipts for payment (NMGRT or NN tax stubs/payment receipts) for reimbursement of taxes.
5 – Approved construction schedule

**Once the invoice has been submitted into the IPP system, the Contractor shall also submit an electronic copy of the invoice to the following:**
Contracting Officer: (Ashton Jones – ashton_jones@ios.doi.gov)
Contract Specialist: (Tyler Spencer – tyler_spencer@ios.doi.gov)
Procurement Technician: (Joe Murphy – joseph_murphy@ios.doi.gov)

**Failure to transmit invoices via electronic transmission may cause significant delay or possible rejection of your payment request.**

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) 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 ippgroup@bos.frb.org or phone (866) 973-3131.

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

(End of Clause)

## G.2 WBR 1452.242-80 POST AWARD CONFERENCE BUREAU OF RECLAMATION MARCH 2022

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

(b) **The conference (if in-person) will be held at Four Corners Construction Office at 1235 La Plata Highway in Farmington, NM. If it cannot be held in-person for any reason, it will be held virtual using Microsoft Teams. If held virtually, each attendee shall attend using a separate computer/camera.**

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

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

(End of Clause)

## G.3 WBR 1452.201-80 CONTRACTING OFFICER'S REPRESENTATIVE'S AUTHORITIES AND LIMITATIONS BUREAU OF RECLAMATION MAY 2018

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

(1) Inspecting and accepting or rejecting work performed under the contract.

(2) Representing the Government in technical phases of the work. The COR is responsible for the technical administration of the contract and will provide instructions and interpretations to the Contractor on all technical matters relating to the contract. The COR will supervise or oversee all Government technical and administrative personnel assigned to assist the COR.

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

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

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

(1) Constitutes a direction of additional work outside the Contract requirements;

(2) Constitutes a change as defined in the contract clause entitled "Changes;"

(3) In any manner causes an increase or decrease in the total contract cost, or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

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

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

the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must -

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

(2) Advise the Contractor that the Government will issue a written change order.

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

(End of clause)

# SECTION H -- Special Contract Requirements

## H.1 DOI-AAAP-0050 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM DECEMBER 2015

1) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

2) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

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

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

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

a) Contractor Representatives may then provide comments in response to the evaluation or return the evaluation without comment.
b) Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.
c) All information provided should be reviewed for accuracy prior to submission.
d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.
e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as “Pending” with or without comments and whether or not it has been closed.
f) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

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

a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.
b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
c) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

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

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

(End of Clause)

## H.2 INDIAN PREFERENCE

(a) The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall also provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its training and employment needs after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indians in accordance with the clause of this contract entitled "Equal Opportunity."

(d) If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus area concerns.

(e) As used in this clause:

(1) "Indian" means a person who is a member of an Indian Tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the contractor shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of that Tribe.

(2) "Indian organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and

(3) "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.

(4) "Indian Tribe" means an Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 668; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

(f) The Contractor agrees to include the provisions of the clause including this paragraph (f) in each subcontract awarded under this contract.

(g) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interests of the Government.

(end of clause)

## H.3 INDIAN PREFERENCE PROGRAM

(a) In addition to the requirements of the clause of this contract entitled "Indian Preference—Department of the Interior," the Contractor agrees to establish and conduct an Indian preference program which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts and which will expand opportunities for Indians to receive preference for training and employment in connection with the work to be performed under this contract. In this connection, the Contractor shall —

(1) Designate a liaison officer who will:

(i) Maintain liaison with the Government and Tribe(s) on Indian preference matters;

(ii) Supervise compliance with the provisions of this clause; and

(iii) Administer the Contractor's Indian preference program.

(2) Advise its recruitment sources in writing and include a statement in all advertisements for employment that Indian applicants will be given preference in employment and training incident to such employment.

(3) Not less than twenty (20) calendar days prior to commencement of work under this contract, post a written notice in the Tribal office of any reservations on which or near where the work under this contract is to be performed, which sets forth the Contractor's employment needs and related training opportunities. The notice shall include the approximate number and types of employees needed, the approximate dates of employment; the experience or special skills required for employment, if any; training opportunities available; and all other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the Tribe(s) on or near whose reservation(s) the work is to be performed to provide assistance to the Contractor in filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact in regard to the posting of notices and requests for Tribal assistance.

(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors and suppliers under this contract. Consistent with the efficient performance of this contract, the Contractor shall give public notice of existing subcontracting opportunities by soliciting bids or proposals only from Indian organizations or Indian-owned economic enterprises. The Contractor shall request assistance and information on Indian firms qualified as suppliers or subcontractors from the Tribe(s) on or near whose reservation(s) the work under the contract is to be performed. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to be contacted in regard to the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including—

(i) A clear description of the supplies or services required including quantities, specifications, and delivery schedules which facilitate the participation of Indian firms;

(ii) A statement indicating the preference will be given to Indian organizations and Indian-owned economic enterprises in accordance with Section 7(b) of Public Law 93–638; (88 Stat. 2205; 25 U.S.C. 450e(b));

(iii) Definitions for the terms "Indian organization" and "Indian-owned economic enterprise" as prescribed under the "Indian Preference—Department of the Interior" clause of this contract;

(iv) A representation to be completed by the bidder or offeror that it is an Indian organization or Indian-owned economic enterprise; and

(v) A closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If after soliciting bids from Indian organizations and Indian-owned economic enterprises, no responsible bid is received, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference—Department of the Interior" clause of this contract. If one or more responsible bids are received, award shall be made to the low responsible bidder if the bid price is determined to be reasonable. If the low responsive bid is determined to be unreasonable as to price, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If a reasonable price cannot be agreed upon, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference—Department of the Interior" clause of the contract.

(5) Maintain written records under this contract which indicate:

(i) The names and addresses of all Indians seeking employment for each employment position available under this contract;

(ii) The number and types of positions filled by Indians and non-Indians, and the name, address and position of each Indian employed under this contract;

(iii) For those positions where there are both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Indian applicant was not selected;

(iv) Actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract;

(v) Reasons why preference was not given to Indian firms as subcontractors or suppliers for each requirement where it was determined by the Contractor that such preference would not be consistent with the efficient performance of the contract, and

(vi) The names and addresses of all Indian organizations and Indian-owned economic enterprises contacted, and receiving subcontract awards under this contract.

(6) The Contractor shall submit to the Contracting Officer for approval a semiannual report which summarizes the Contractor's Indian preference program and indicates the number and types of available positions filled and dollar amounts of all subcontracts awarded to Indian organizations and Indian-owned economic enterprises and all other firms.

(7) Records maintained pursuant to this clause will be kept available for review by the Government until expiration of one (1) year after final payment under this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

(b) For purpose of this clause, the following definitions of terms shall apply:

(1) The terms "Indian," "Indian Tribe," "Indian Organization, and "Indian-owned economic enterprise" are defined in the clause of this contract entitled "Indian Preference."

(2) "Indian reservation" includes Indian reservations, public domain Indian allotments, former Indian reservations on Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act, (85 Stat. 688; 43 U.S.C. 1601 *et seq.*).

(3) "On or near an Indian Reservation" means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.

(c) Nothing in the requirements of this clause shall be interpreted to preclude Indian Tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not hinder the Government's right to award contracts and to administer their provisions.

(d) The Contractor agrees to include the provisions of this clause including this paragraph (d) in each subcontract awarded under this contract and to notify the Contracting Officer of such subcontracts.

(e) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interest of the Government.

(End of Clause)

## H.4 VARIATION IN ESTIMATED QUANTITY

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

(End of clause)

## H.5 AUTHORITIES AND DELEGATIONS SEPTEMBER 2011

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

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

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

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers having 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 exceeding 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 via electronic transmission. This can be through email, mail, or fax. If by fax please request the appropriate fax number. Email is the preferred method of delivery.

(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)

# SECTION I - Contract Clauses

## I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following addresses:
FAR Clauses - https://www.acquisition.gov/far/

| CLAUSES INCORPORATED BY REFERENCE | | |
|---|---|---|
| **Clause** | **Title** | **Date** |
| 52.202-1 | Definitions | June 2020 |
| 52.203-3 | Gratuities | April 1984 |
| 52.203-5 | Covenant Against Contingent Fees | May 2014 |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government | June 2020 |
| 52.203-7 | Anti-Kickback Procedures | June 2020 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | May 2014 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | May 2014 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | June 2020 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | November 2021 |
| 52.203-17 | Contractor Employee Whistleblower Rights | November 2023 |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | January 2017 |
| 1452.203-70 | Restrictions on Endorsements – Department of the Interior | July 1996 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | June 2020 |
| 52.204-13 | System for Award Management Maintenance | October 2018 |
| 52.204-14 | Service Contract Reporting Requirements | October 2016 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | August 2020 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications | December 2014 |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities | December 2023 |
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment | November 2021 |
| 52.204-27 | Prohibition on a ByteDance Covered Application | June 2023 |
| 1452.204-70 | Release of Claims – Department of Interior | July 1996 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | January 2025 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | October 2018 |
| 52.209-10 | Prohibition on Contracting with Inverted Domestic Corporations | November 2015 |
| 52.210-1 | Market Research | November 2021 |
| 52.214-26 | Audit and Records – Sealed Bidding | June 2020 |
| 52.214-27 | Price Reduction for Defective Certified Cost or Pricing Data-Modifications-Sealed Bidding | June 2020 |

| | | |
|---|---|---|
| 52.214-28 | Subcontractor Certified Cost or Pricing Data-Modifications-Sealed Bidding | June 2020 |
| 52.214-29 | Order of Precedence-Sealed Bidding | January 1986 |
| 52.219-4 | Notice of Price Evolution Preference for HUBZone Small Business Concerns | October 2022 |
| 52.219-8 | Utilization of Small Business Concerns | January 2025 |
| 52.219-9 Alt. I | Small Business Subcontracting Plan Alt. I | November 2016 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan | September 2021 |
| 52.222-3 | Convict Labor | June 2003 |
| 52.222-4 | Contract Work Hours and Safety Standards Act – Overtime Compensation | May 2018 |
| 52.222-6 | Construction Wage Rate Requirements | August 2018 |
| 52.222-7 | Withholding of Funds | May 2014 |
| 52.222-8 | Payrolls and Basic Records | August 2018 |
| 52.222-10 | Compliance with Copeland Act Requirements | February 1988 |
| 52.222-11 | Subcontracts (Labor Standards) | May 2014 |
| 52.222-12 | Contract Termination – Debarment | May 2014 |
| 52.222-13 | Compliance with Construction Wage Rate Requirements and Related Regulations | May 2014 |
| 52.222-14 | Disputes Concerning Labor Standards | February 1988 |
| 52.222-15 | Certification of Eligibility | May 2014 |
| 52.222-37 | Employment Reports on Veterans | June 2020 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | December 2010 |
| 52.222-50 | Combating Trafficking in Persons | October 2025 |
| 52.222-54 | Employment Eligibility Verification | January 2025 |
| 52.222-55 | Minimum Wages Under Executed Order 13658 | January 2022 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706 | January 2022 |
| 52.223-3 Alt I | Hazardous Material Identification and Material Safety Data – Alternate I (Feb 2021) | July 1995 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | February 2021 |
| 52.226-7 | Drug-Free Workplace | May 2024 |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving | May 2024 |
| 52.227-1 | Authorization and Consent | June 2020 |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement | June 2020 |
| 52.227-4 | Patent Indemnity – Construction Contracts | December 2007 |
| 52.228-2 | Additional Bond Security | October 1997 |
| 52.228-11 | Pledges Of Assets | February 2021 |
| 52.228-12 | Prospective Subcontractor Requests for Bonds | December 2022 |
| 52.228-14 | Irrevocable Letter of Credit | November 2014 |
| 52.228-15 | Performance and Payment Bonds–Construction | June 2020 |
| 52.229-3 | Federal, State And Local Taxes | February 2013 |
| 52.232-5 | Payments Under Fixed-Price Construction | May 2014 |
| 52.232-16 | Progress Payments | November 2021 |
| 52.232-17 | Interest | May 2014 |
| 52.232-23 | Assignment Of Claims | May 2014 |
| 52.232-27 | Prompt Payment for Construction Contracts | January 2017 |

| | | |
|---|---|---|
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management | October 2018 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | June 2013 |
| 52.232-40 | Providing Accelerated Payment to Small Business Subcontractors | March 2023 |
| 52.233-1 | Disputes | May 2014 |
| 52.233-3 | Protest After Award | August 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | October 2004 |
| 52.236-1 | Performance of Work by the Contractor | April 1984 |
| 52.236-2 | Differing Site Conditions | April 1984 |
| 52.236-3 | Site Investigation and Conditions Affecting the Work | April 1984 |
| 52.236-5 | Material and Workmanship | April 1984 |
| 52.236-6 | Superintendence by the Contractor | April 1984 |
| 52.236-7 | Permits and Responsibilities | November 1991 |
| 52.236-9 | 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 |
| 52.236-15 | Schedules for Construction Contracts | April 1984 |
| 52.236-16 Alt I | Quantity Surveys Alt. I | April 1984 |
| 52.236-17 | Layout of Work | April 1984 |
| 52.236-21 Alt II | Specifications and Drawings for Construction Alt. II | April 1984 |
| 52.240-1 | Prohibition On Unmanned Aircraft Systems Manufactured or Assembled By American Security Drone Act – Covered Foreign Entities | November 2024 |
| 52.242-5 | Payments to Small Business Subcontractors | January 2017 |
| 52.242-13 | Bankruptcy | July 1995 |
| 52.243-4 | Changes (CONST) | June 2007 |
| 52.244-2 | Subcontracts | June 2020 |
| 52.244-5 | Competition in Subcontracting | August 2024 |
| 52.246-21 | Warranty of Construction | March 1994 |
| 52.248-3 | Value Engineering – Construction | October 2025 |
| 52.249-2 Alt I | Termination for Convenience of the Government (Fixed-Price) Alt. I (CONST) | September 1996 |
| 52.249-10 | Default (Fixed-Price Construction) | April 1984 |
| 52.253-1 | Computer Generated Forms | January 1991 |

## I.2 52.203-14 DISPLAY OF HOTLINE POSTER(S) NOVEMBER 2021

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

| ***Poster(s)*** | ***Obtain from*** |
| --- | --- |
| Hotline Posters IAW DIAR 1403.1004 | Downloadable hotline posters as well as instructions for obtaining a hard copy poster are available at https://www.dol.gov/general/topics/posters & https://www.doioig.gov/complaints-requests/contractor-recipient-resources |

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract —

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

## I.3 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS NOVEMBER 2021

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

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements*. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of Clause)

## I.4 52.222-9 APPRENTICES AND TRAINEES JULY 2005 DEVIATION FEBRUARY 2025

(a)Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed-

(i)Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii)In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b)Trainees. (1)Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

~~(c)Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.~~

(End of Clause)

## I.5 52.222-35 EQUAL OPPORTUNITY FOR VETERANS JUNE 2020

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR)22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

## I.6 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES JUNE 2020

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

## I.7 52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS MAY 2024 DEVIATION FEBRUARY 2025

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

*Biobased product* means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than good or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (~~7 CFR 3201.2~~ **[7 CFR part 4270.2)**]).

USDA-designated product category means a generic grouping of products that are or can be made with biobased materials—

(1) That are listed by USDA in a procurement guideline ~~(7 CFR part 3201, subpart B)~~ **available at *https://www.biopreferred.gov/resources/categories.html***; and

(2) For which USDA has provided purchasing recommendations ~~(~~ available at *https://www.biopreferred.gov* **[ or 7 CFR part 4270]** ).

(b) The contractor shall report to *https://www.sam.gov*, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(c) Submit this report no later than—

(1) October 31 or each year during contract performance; and

(2) At the end of the contract performance.

(End of Clause)

## I.8 52.223-22 ~~PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS – REPRESENTATION DECEMBER 2016~~ RESERVED DEVIATION FEBRUARY 2025

~~(a) This representation shall be completed if the Offeror received $7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.~~

~~(b) *Representation. [Offeror is to check applicable blocks in paragraphs (1) and (2).]*~~

~~(1) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, *i.e.*, make available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.~~

~~(2) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly available website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.~~

~~(3) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.~~

~~(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.~~

~~(End of Clause)~~

## I.9 52.223-23 SUSTAINABLE PRODUCTS AND SERVICES MAY 2024 DEVIATION FEBRUARY 2025

(a) Definitions. As used in this clause—

*Biobased product* means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than good or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (~~7 CFR 3201.2~~ **[7 CFR part 4270.2)**]).

*Recovered material* means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (42 U.S.C. 6903).

*Sustainable products and services* means ~~products and services that are subject to and meet the following applicable statutory mandates and directives for purchasing~~:

(1) ~~*Statutory purchasing programs.*~~

~~(i)~~ **[ (1) ]** Products containing recovered material designated by the U.S. Environmental Agency (EPA) under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (*https://www.epa.gov/smm/comprehensive-procurement-guildeline-cpg-program#products*).

~~(ii)~~ **[ (2) ]** Energy- and water-efficient products that are ENERGY STAR® certified or Federal Energy Management Program (FEMP) -designated products (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (*https://www/energy.gov/eere/femp/search-energy-efficient-products* and *https://www.energystar.gov/products?s=mega*).

~~(iii)~~ **[ (3) ]** Biobased products meeting the content requirement of the USDA under the BioPreferred® program (7 U.S.C. 8102) (~~7 CFR part 3201~~ **[7 CFR part 4270]** ) (*https://www.biopreferred.gov*).

~~(iv)~~ **[ (4) ]** Acceptable chemicals, products, and manufacturing processes listed under EPA's Significant New Alternatives Policy (SNAP) program, which ensures a safe and smooth transition away from substances that contribute to the depletion of stratospheric ozone (42 U.S.C. 76711) (40 CFR part 82, subpart G) (*https://www.epa.gov/snap*).

(2) ~~Required EPA purchasing programs.~~

~~(i) WaterSense® labeled (water efficient) products and services (*https://www.epa.gov/watersense/watersense-products*).~~

~~(ii) Safter Choice-certified products (products that contain safer chemical ingredients) (*https://www.epa.gov/saferchoice/products*).~~

~~(iii) Product and services that meet EPA Recommendations of Specifications, Standards, and Ecolabels in effect as of October 2023 (*https://www.epa.gov/greenerproducts/recommendations-specifications-standards-and-ecolabels-federal-purchasing*).~~

(b) *Requirements*.

(1) The sustainable products and services, including the purchasing program and type of produce or service, that are applicable to this contract, and any products or services that are not subject to this clause, will be set forth in the statement of work or elsewhere in the contract.

(2) The Contractor shall ensure that the sustainable products and services required by this contract are—

(i) Delivered to the Government;

(ii) Furnished for use by the Government;

(iii) Incorporated into the construction of a public building or public work; and

(iv) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract (versus costs which are normally applied to the Contractor's general and administrative expenses or indirect costs). This includes services performed by contractors performing management and operation of Government-owned facilities to the same extend that, at the time of award, an agency would be required to comply if an agency operated or supported the facility.

~~(3) (i) Except as provided in paragraph (b) (3) (ii) of this clause, sustainable products and services must meet the applicable standards, specifications, or other program requirements at time of quote or offer submission; and~~

~~(ii) Sustainable products and services must meet the EPA Recommendations of Specifications, Standards, and Ecolabels in effect as of October 2023.~~

(c) *Resource*. The Green Procurement Compilation (GPC) available at *https://sftool.gov/greenprocurement* provides a comprehensive list of sustainable products and services and sustainable acquisition guidance. The Contractor should review the GPC when determining which **[statutory]** purchasing programs apply to a specific product or service.

(End of Clause)

## I.10 52.236-8 OTHER CONTRACTS – RECLAMATION DEVIATION APRIL 1984

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees. During progress of work under this contract, the following other contract work is anticipated to be performed concurrently at or near the site of this contract:

Multiple contractors will be working on the sites during the associated pipe installation activities. The Block 2-3 pipeline will need to be connected to the Block 2-3 Horizontal Direction Drill (HDD) Pipeline. Pumping Plant 1 will be under construction at the base of the Nenahnezad Bluff.

Fully cooperate and coordinate with other Contractors to minimize impacts to the work on use of shared ROW, access and haul routes, use of water, use of staging areas and stockpile areas, maintaining roads, complying with environmental and cultural resources requirements, and abiding by all applicable safety regulations.

(End of Clause)

## I.11 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES JANUARY 2025 DEVIATION OCTOBER 2025

(a) Definitions. As used in this clause—

Commercial product, commercial service and commercially available off-the-shelf item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) ( 41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

(iv) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).

(v) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) , other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(vi) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(vii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(viii) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(ix)

(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( Pub. L. 115–390, title II).
(B) Alternate I (Dec 2023) of 52.204-30.

(x) 52.219-8, Utilization of Small Business Concerns (Jan 2025) ( 15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(xi) ~~52.222-21, Prohibition of Segregated Facilities (Apr 2015).~~ Reserved

(xii) ~~52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).~~ Reserved

(xiii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212(a));

(xiv) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C.793).

(xv) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).

(xvi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(xvii)

(A) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O. 13627).

(xviii) 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (Jan 2022), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.

(xx)

(A) 52.224-3, Privacy Training (Jan 2017) ( 5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).
(B) Alternate I (Jan 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) , if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xxiii) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

## I.12 52.252-4 ALTERATIONS IN CONTRACT APRIL 1984

Portions of this contract are altered as follows:

DOI-AAAP 0028 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP) APRIL 2013: Requires - 1 – Quantity Surveys, 2 – Current Copy of As-Built Drawings, 3 – Quantity sheets reflecting the CLIN in schedule B, percentage complete, and bold any items nearing or exceeding 100% of the CLIN amount, 4 – Tax documents and receipts

for payment (NMGRT or NN tax stubs/payment receipts) for reimbursement of taxes to be considered a complete invoice and 5 – Approved Construction Schedule.

Clause WBR 1452.223-81 changed “Statement of Work (SOW) or Performance Work Statement (PWS)” to “Specifications and Drawings”. It also changed “SOW or PWS” to “Specifications and Drawings”.

(End of Clause)

## I.13 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES NOVEMBER 2020

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

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

(End of Clause)

## I.14 WBR 1452.223-81 SAFETY AND HEALTH – BUREAU OF RECLAMATION OCTOBER 2022

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

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

The RSHS manual shall be obtained at:

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

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

(d) In the event there is a conflict between the requirements contained in paragraphs (b) and (c) referenced herein, or in the Specifications and Drawings, the more stringent requirement shall prevail.

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

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

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

(End of clause)

## I.15 WBR 1452.232-81 – PAYMENT FOR MOBILIZATION AND PREPARATORY WORK – BUREAU OF RECLAMATION ALT III MARCH 2022

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

(1) Movement of personnel, equipment, supplies, and incidentals to the project site;

(2) The establishment of offices, buildings, plants and other facilities, at the site (excludes temporary buildings (e.g. storage sheds, shops, offices) and utilities listed in the Operations and Storage Areas clause of this contract;

(3) Payment of premiums for project bonds and insurance; and

(4) Other work and operations which must be performed or costs incurred incident to the initiation of meaningful work at the site and for which the contract does not otherwise provide for payment.

(b) Facilities and equipment covered by mobilization work.

(1) All facilities, plant, and equipment which are established at, or brought to, the site shall be deemed to be subject to the provisions of this paragraph unless the Contracting Officer specifically provides other written authorization for a particular item or items.

(2) The Contractor shall be solely responsible for the adequacy, efficiency, use, protection, maintenance, repair, and preservation of all facilities, plant, and equipment on site.

(3) The facilities, plant, and equipment covered by this paragraph shall not be dismantled or removed from the site prior to completion of the work under the contract without the written authorization of the Contracting Officer.

(c) Termination for default. Should the Contractor be terminated for default as provided by the Default clause of this contract --

(1) All facilities, plant, and equipment on the site shall be subject to the Government's right to take possession of and utilize such items for the purpose of completing the work;

(2) The Contractor shall provide evidence of encumbrances, liens, or other security interests, to the Contracting Officer; and

(3) Any encumbrance, lien, or other security interest on such facilities, plant, or equipment shall be subordinated to the Government's rights under the Default clause of this contract to utilize all facilities, plant, and equipment to complete the work under the contract.

(d) Payment. Payment for mobilization and preparatory work under paragraph (a) of this clause shall be made at the contractor lump-sum price for this item as contained in the Schedule. Progress payments for mobilization and preparatory work shall be made as follows -

(1) In accordance with paragraph (g) of the Payments under Fixed Price Construction Contracts clause of this contract and upon submission of a proper invoice, the Government will reimburse the Contractor for the total amount of premiums paid for performance and payment bonds as required by the Performance and Payment Bond Requirements clause of this contract and for any insurance which is specified as payable by the Government under this contract.

(2) Except as provided in (d)(1) above, progress payments for mobilization and preparatory work shall not be considered a separate division of work for the purposes of progress payments and shall be subject to retainage before payment of the total amount for this contract line item.

(3) When progress payments totaling percent of the total original schedule amount on a schedule have been made by the Government for all other work accomplished under that schedule, the Government shall pay the Contractor percent of the mobilization and preparatory work schedule line item amount or percent of the total original schedule amount (whichever is the lower) exclusive of any payment already made to the Contractor for performance and payment bond premiums and specified insurance under subparagraph (d)(1) of this clause.

(4) When progress payments totaling 10 percent of the total original schedule amount on a schedule have been made by the Government for all other work accomplished under the schedule, the balance of the amount for the mobilization and preparatory work schedule line item or 5 percent of the total original schedule amount (whichever is the lower) shall be paid to the contractor.

(5) If the schedule amount for mobilization and preparatory work on a schedule exceeds the total of the payments allowed under (3) and (4) above, the balance shall be paid when the schedule work is substantially complete as determined by the Contracting Officer.

(End of Clause)

## I.16 WBR 1452.236-84 PRESERVATION OF CULTURAL RESOURCES BUREAU OF RECLAMATION MARCH 2022

(a) Definitions.
"Cultural items" as defined by Native American Graves Protection and Repatriation Act (NAGPRA) include Native American human remains, funerary objects, sacred objects, and objects of cultural patrimony.
"Cultural resources" is a broad term that includes prehistoric, historic, architectural, and traditional cultural properties; specific items include, but are not limited to, human skeletal remains, archaeological artifacts, records, and material remains related to such properties.
"Funerary objects" means Native American items that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed intentionally at the time of death or later with or near individual human remains.
"Human remains" means the physical remains of the body of a person.
"Native American" means of, or relating to, a tribe, people, or culture that is indigenous to the United States.
"Sacred objects" means Native American items that are specific ceremonial objects needed by traditional Native American religious leaders for the practice of traditional Native American religions by their present-day adherents. These items are specifically limited to objects that were devoted to a traditional Native American religious ceremony or ritual and which have religious significance or function in the continued observance or renewal of such ceremony.
"Objects of cultural patrimony" means Native American items having ongoing historical, traditional, or cultural importance central to the Native American tribe or Native Hawaiian organization itself, rather than property owned by an individual tribal or organization member. These objects are of such central importance that they may not be alienated, appropriated, or conveyed by any individual tribal or organization member.

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

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

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

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

(iii) The Contractor shall exercise care so as not to disturb or damage any cultural resources discovered during the execution of this contract and shall provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition by Reclamation. The Contractor shall not resume work in the area of a discovery until written notice to proceed is received from the contracting officer.

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

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

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

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

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

(End of Clause)

## I.17 WBR 1452.237-80 SECURITY REQUIREMENTS – BUREAU OF RECLAMATION (MARCH 2022)

(a) General Security Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Information Security Requirements.

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

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

ii. The Contractor shall not release to anyone outside the Contractor's organization any sensitive, or otherwise protected information, regardless of medium in which it is contained (for example, film, tape, document, electronic), pertaining to any part of this contract or any Reclamation program or activity, unless the contracting officer has given prior written approval. This includes, but is not limited to, news releases, marketing promotions, articles, interviews, reports, social media posts, and any other media releases. Requests for approval shall identify the specific information to be

released, the medium to be used, the purpose for the release, and a description of the need-to-know. The Contractor shall submit its request to the contracting officer ten business days before the proposed date for release. Subcontractors shall submit requests for authorization to release through the prime Contractor to the contracting officer.

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

(2) Classified Information.

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

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

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

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

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

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

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

(c) Reserved

(d) Reserved

(e) Reserved

(f) Reserved

(End of clause)

## I.18 WBR 1452.243-80 MODIFICATION PROPOSALS – BUREAU OF RECLAMATION MARCH 2022

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

(1) Comply with the contract time limits for submission of a proposal or as specified by the contracting officer;

(2) Apply the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract;

(3) Furnish a breakdown of all costs estimated to complete the work required by the modification (i.e., cost of added work, incurred cost of deleted work already performed, estimated cost of deleted work not yet performed, and net cost of the modification) to include all costs associated with materials (identified by item and quantity), equipment (identified by item, quantity and whether contractor-owned or rented), categories of direct labor, bond and insurance premium adjustments, subcontracts, overhead and other indirect costs, profit/fee, and any other pricing information requested by the contracting officer, in sufficient detail to permit an analysis of fair and reasonable price;

(4) Furnish a written justification for any requested time extensions; and

(5) For any pricing adjustment expected to exceed the threshold at FAR 15.403-4 requiring certified cost or pricing data (considering both increases and decreases) --

(i) Submit certified cost and pricing data using the format specified in Table 15-2 of FAR 15.408 unless the contracting officer agrees that an exception applies under the circumstances set forth in FAR 15.403-1;

(ii) Certify in substantially the format prescribed in FAR 15.406-2 that to the best of its knowledge and belief, the data are accurate, complete and current as of the date of agreement on the negotiated price of the modification; and

(iii) Comply with the requirements of either the FAR 52.215-12 Subcontractor Certified Cost or Pricing Data clause or the FAR 52.215-13 Subcontractor Certified Cost or Pricing Data -- Modifications clause of this contract when the adjustment includes a subcontract modification involving a pricing adjustment expected to exceed the threshold at FAR 15.403-4 requiring certified cost or pricing data.

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

(End of Clause)

# SECTION J – List of Attachments and Exhibits

| Attachment Number | Description | Number of Pages |
| --- | --- | --- |
| Attachment #1 | 00 00 01A NGWSP BLK 2-3 Specifications | 918 |
| Attachment #2 | 00 00 02 NGWSP BLK 2-3 | 97 |
| Attachment #3 | 00 00 02A BLK 2-3 Geotech Drawings and Logs | 131 |
| Attachment #4 | Subcontracting Plan Template | 10 |
| Attachment #5 | WD NM20260040 Heavy - San Juan County, NM | 5 |
| Attachment #6 | WD NM20260046 Building - San Juan County, NM | 5 |

# SECTION K – Representations, Certifications and Other Statements of Offerors

## K.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEBRUARY 1998

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

FAR provisions https://www.acquisition.gov/far/

| PROVISIONS INCORPORATED BY REFERENCE | | |
|---|---|---|
| **Clause** | **Title** | **Date** |
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions | September 2024 |
| 52.204-17 | Ownership or Control of Offeror | August 2020 |
| 52.209-2 | Prohibition on Contracting with Inverted Domestic Corporations – Representation | November 2015 |
| 52.222-38 | Compliance with Veterans' Employment Reporting Requirements | February 2016 |
| 52.225-25 | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications | June 2020 |
| 1452.280-4 | Indian Economic Enterprise Representation | February 2021 |

## K.2 52.201-1 ACQUISITION 360: VOLUNTARY SURVEY SEPTEMBER 2023

(a)All actual and potential offerors are encouraged to provide feedback on the preaward and debriefing processes, as applicable. Feedback may be provided to agencies up to 45 days after award. The feedback is anonymous, unless the participant self-identifies in the survey. Actual and potential offerors can participate in the survey by selecting the following link: https://www.acquisition.gov/360.

(b)The Contracting Officer will not review the information provided until after contract award and will not consider it in the award decision. The survey is voluntary and does not convey any protections, rights, or grounds for protest. It creates a way for actual and potential offerors to provide the Government constructive feedback about the preaward and debriefing processes, as applicable, used for a specific acquisition.

(End of provision)

## K.3 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APRIL 1985

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]*;

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

## K.4 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS JANUARY 2025 DEVIATION FEBRUARY 2025

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 237110.

(2) The small business size standard is $45.0M.

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

(i)Is set aside for small business and has a value above the simplified acquisition threshold;

(ii)Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii)Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)

(1)If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2)If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision 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 (d) applies.

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

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i)52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless–

(A)The acquisition is to be made under the simplified acquisition procedures in part 13;

(B)The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C)The solicitation is for utility services for which rates are set by law or regulation.

(ii)52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii)52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv)52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v)52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A)Are not set aside for small business concerns;

(B)Exceed the simplified acquisition threshold; and

(C)Are for contracts that will be performed in the United States or its outlying areas.

(vi)52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii)52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii)52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix)52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x)52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi)52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii)52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A)The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B)The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C)The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii)52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) [RESERVED] ~~52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.~~

(xv) [RESERVED] ~~52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.~~

(xvi)52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii)52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii)52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

~~(xix)52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the provision at 52.204-7.~~

(xx)52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi)52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A)If the acquisition value is less than $50,000, the basic provision applies.

(B)If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C)If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

(xxii)52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii)52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv)52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv)52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2)The following representations or certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

X (i)52.204-17, Ownership or Control of Offeror.

X (ii)52.204-20, Predecessor of Offeror.

__ (iii)52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iv)52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

__ (v)52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

__ (vi)52.227-6, Royalty Information.

__ (A)Basic.

__ (B)Alternate I.

__ (vii)52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d)The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision 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 SAM.

(End of provision)

## K.5 52.204-20 PREDECESSOR OF OFFEROR AUGUST 2020

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

*Commercial and Government Entity (CAGE) code* means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b)The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c)If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code:_____ (or mark "Unknown").

Predecessor legal name: _____.

(*Do not use a "doing business as" name*).

(End of provision)

## K.6 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT NOVEMBER 2021

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract , subcontract , or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services —Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services " in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services ".

(d) Representation. The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment —

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment —

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

## K.7 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT AND SERVICES – REPRESENTATION OCTOBER 2020

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c)

(1) *Representation.* The Offeror represents that it □ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

## K.8 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS AUGUST 2020

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals–

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

*(1)* Federal taxes are considered delinquent if both of the following criteria apply:

*(i) The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

*(ii) The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

*(2) Examples*.

*(i)* The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

*(ii)* The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

*(iii)* The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

*(iv)* The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has □ has not □, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

## K.9 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS OCTOBER 2018

(a) Definitions. As used in this provision—

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

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of Provision)

## K.10 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW FEBRUARY 2016

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that–

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

## K.11 52.209-12 CERTIFICATION REGARDING TAX MATTERS OCTOBER 2020

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed $5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has □ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not □ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not □, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of Provision)

## K.12 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS – CERTIFICATION NOVEMBER 2021

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

__ (1) The Offeror certifies that–

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State 's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state . The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a).

The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State 's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state . The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

__ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state . Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

## K.13 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS FEBRUARY 2024

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

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

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

(1)

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

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

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

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

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

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

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

*Small business concern—*

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

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

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

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

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

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

(b)

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

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

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

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations.*

(1) The offeror represents as part of its offer that—

(i) it □ is, □ is not a small business concern; or

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

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

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

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

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

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

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

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

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

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

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

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

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

## K.14 52.252-1 EQUAL LOW BIDS

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

_____ _____

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

# SECTION L – Instructions, Conditions and Notices to Bidders

## L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEBRUARY 1998

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

FAR provisions https://www.acquisition.gov/far/

| PROVISIONS INCORPORATED BY REFERENCE | | |
|---|---|---|
| **Clause** | **Title** | **Date** |
| 52.204-7 | System for Award Management | November 2024 |
| 52.204-16 | Commercial and Government Entity Code Reporting | August 2020 |
| 52.204-22 | Alternative Line Item Proposal | January 2017 |
| 52.207-1 | Notice of Standard Competition | May 2006 |
| 52.214-3 | Amendments to Invitations for Bids | December 2016 |
| 52.214-4 | False Statements in Bids | April 1984 |
| 52.214-5 | Submission of Bids | December 2016 |
| 52.214-6 | Explanation to Prospective Bidders | April 1984 |
| 52.214-7 | Late Submissions, Modifications, and Withdrawals of Bids | November 1999 |
| 52.214-12 | Preparation of Bids | April 1984 |
| 52.214-18 | Preparation of Bids-Construction | April 1984 |
| 52.214-19 | Contract Award-Sealed Bidding-Construction | August 1996 |
| 52.214-34 | Submission of Offers in the English Language | April 1991 |
| 52.214-35 | Submission of Offers in U.S. Currency | April 1991 |
| 52.232-13 | Notice of Progress Payments | April 1984 |

## L.2 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 SEPTEMBER 2023

(a)The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101–29, and copies of Federal specifications, standards, and product descriptions can be downloaded from the ASSIST website at https://assist.dla.mil.

(b)If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the ASSIST website identified in paragraph (a) of this provision.

(End of provision)

## L.3 52.211-2 AVAILABILITY OF DEFENSE SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) SEPTEMBER 2023

(a)Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at https://assist.dla.mil.

(b)Defense documents not available from ASSIST may be requested from the Defense Standardization Program Office by—

(1)Using the ASSIST feedback module ( *https://assist.dla.mil/feedback* ); or

(2) Contacting the Defense Standardization Program Office by telephone at 571–767–6888 or email at assisthelp@dla.mil.

(End of provision)

## L.4 52.216-1 – TYPE OF CONTRACT APRIL 1984

The Government contemplates award of a **Fixed Price Contract** resulting from this solicitation.

(End of Provision)

## L.5 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK May 2014

(a)

(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)

(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

## L.6 52.225-11 BUY AMERICAN —CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS November 2023

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

*Caribbean Basin country construction material* means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

*Commercially available off-the-shelf (COTS) item—*

(1) Means any item of supply (including construction material) that is–

(i)A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii)Sold in substantial quantities in the commercial marketplace; and

(iii)Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2)Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

*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 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.

*Critical component* means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

*Critical item* means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

*Designated country* means any of the following countries:

(1)A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2)A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3)A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4)A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

*Designated country construction material* means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

*Domestic construction material* means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

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

(ii)A construction material manufactured in the United States, if—

(A)The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.

(B)The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

*Fastener* means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

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

*Foreign iron and steel* means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

*Free Trade Agreement country construction material* means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

*Least developed country construction material* means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

*Predominantly of iron or steel or a combination of both* means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

*Steel* means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

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

*WTO GPA country construction material* means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b)Construction materials.

(1)This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C.1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See

FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

*[Contracting Officer to list applicable excepted materials or indicate "none"]*

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

(i)The cost of domestic construction material would be unreasonable.

(A)*For domestic construction material that is not a critical item or does not contain critical components*.

*(1)* The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

*(2)*For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)*(1)* of this clause.

*(3)* The procedures in paragraph (b)(4)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.

(B)*For domestic construction material that is a critical item or contains critical components*.

*(1)*The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

*(2)*For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)*(1)* of this clause.

*(3)* The procedures in paragraph (b)(4)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.

(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.

(c)Request for determination of inapplicability of the Buy American statute.

(1)

(i)Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) 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; and

(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 statute 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)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(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:

| Foreign and Domestic Construction Materials Price Comparison | | | |
|---|---|---|---|
| Construction Material Description | Unit of Measure | Quantity | Price (Dollars)* |
| Item 1 | | | |
| Foreign construction material | | | |
| Domestic construction material | | | |
| Item 1 | | | |
| Foreign construction material | | | |
| Domestic construction material | | | |

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued*)].

[ *List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.* ]

[ *Include other applicable supporting information.* ]

(End of clause)

## L.7 52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENT MAY 2014

(a)*Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "designated country 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-Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b)*Requests for determination of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute 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 statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(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, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country 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 FAR clause 52.225-11 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 FARclause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country 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)

## L.8 52.228-1 BID GUARANTEE SEPT 1996

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or $3 million, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of Provision)

## L.9 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS NOVEMBER 2020

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

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

(End of Provision)

## L.10 1452.233-2 – SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR JUL 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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

ATTN: AMD – UC-861 (Ashton Jones & Tyler Spencer)
125 S State Street
Salt Lake City, UT 84138.

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

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

(End of Provision)

## L.11 WBR 1452.236-85 INSTRUCTION FOR MOBILIZATION AND PREPARATORY WORK SCHEDULE LINE ITEM - BUREAU OF RECLAMATION MAR 2022

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

(End of Provision)

## L.12 DOI-AAAP-0076 – MINIMUM SUBCONTRACTING GOALS FOR THIS SOLICITATION

In accordance with the clause at 52.219-9 Small Business Subcontracting Plan Alternate I (November 2021), upon request by the Contracting Officer, the apparent low bidder shall submit a subcontracting plan that separately addresses subcontracting with small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged small businesses, and women-owned small businesses.

a. Subcontracting. Based on the nature of the requirement and market research, the Contracting Officer has determined the following minimum subcontracting goals for this solicitation for negotiation purposes:

1. Small Businesses – 45.87%
2. Small Disadvantage Businesses – 5%
3. Woman-owned Small Businesses – 5%
4. HubZone Small Businesses - 3%
5. Service-Disabled Veteran-owned Small Business -- 5%

# SECTION M -- Evaluation Factors for Award

## M.1 NOTICE OF BID OPENING

In compliance with FAR subpart 14.2 the opening of bids (Bid opening) will be held on **June 30, 2026, at 10:00 a.m. (MST) at Bureau of Reclamation, Four Corners Construction Office, 1235 La Plata Hwy, Farmington, NM 87401. If it cannot be held in-person for any reason, it will be held virtually using Microsoft Teams.**

Total Bid Price (TBP) – TBP is defined as total bid price (totals of price schedules 1 and 2) less any Navajo Nation (NN) or New Mexico Gross Receipts Tax (NMGRT) amounts. Tax amounts are estimates and reimbursed in individual invoices throughout performance. Bid opening TBP will be announced based on the pre-tax/without tax total of price schedules one and two (1 & 2). Please see page 21 of 88 and ensure TBP is filled out.

Award: Award will be made to the responsible offeror that is compliant with the terms of the solicitation, who presents proof of the appropriate bid guarantee, and is the lowest priced bid opened. Pricing will be evaluated to ensure balanced pricing and that the awarded price is fair and reasonable.