SOLICITATION,OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER 191BWC26B0013	2. TYPE OF SOLICITATION [X] SEALED BID *(IFB)* [ ] INVITATION TO BID NEGOTIATED *(RFP)* REQUEST FOR PROPOSAL	3. DATE ISSUED 08/11/2026	PAGE 1 OF PAGES 23

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER FY264201010	6. PROJECT NUMBER

7. ISSUED BY CODE IBWC_

International Boundary and Water Commission (IBWC)
USIBWC - ACQUISITIONS DIV
4191 NORTH MESA ST
EL PASO, TX 79902-1441

8. ADDRESS OFFER TO
See Block #14

9. FOR INFORMATION CALL:	a. NAME Philip Johnson	b. TELEPHONE NO. *(Include area code)(NO COLLECT CALLS)*	c. EMAIL johnsonpk@state.gov

SOLICITATION

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

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

The Contractor shall furnish all labor, material, and equipment necessary to complete Country Club West Stoplog Rehabilitation. This is a FIRM FIXED PRICE CONTRACT. The estimated magnitude of this project will be $25,000.00 to $100,000.00. The applicable NAICS code is 237310, Highway, street. Offerors shall submit their proposals in accordance with the information referenced in Subsection L.01, Proposal Instructions.

11. The Contractor shall begin performance within 10 calendar days and complete it within 120 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] mandatory [ ] negotiable. ***(See _____.)***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12b).* [ ] YES [X] NO	12b. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in item 8 by 05:00 MT ***(hour)*** local time 09/10/2026 (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)*	15. TELEPHONE NUMBER *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*
CONTACT:	
CODE FACILITY CODE	

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

AMOUNTS	

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

19. ACKNOWLEDGMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE.										

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

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED

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 ☐ 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 _____ 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)* Philip Johnson

30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA	31c. DATE 08/11/2026

Section A - Solicitation/Contract Form

Line Item Summary	Solicitation Number: 191BWC26B0013	Contract Number:	Title: Country Club West Stoplog Rehab		Date of Solicitation: 08/11/2026

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
001	PSC: C1PZ PSC Description: ARCHITECT AND ENGINEERING-CONSTRUCTION: OTHER NON-BUILDING FACILITIES Type of Contract Pricing: Firm Fixed Price	1.0	LS	$0.00	$0.00

Delivery Schedule:

Delivery Number	Delivery Date	Quantity	FOB Point
1	07/16/2026	1.000000	Destination

Description: Mobilization and Traffic Control

Reference Line: FY264201010 - 001

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
002	PSC: C1PZ PSC Description: ARCHITECT AND ENGINEERING-CONSTRUCTION: OTHER NON-BUILDING FACILITIES Type of Contract Pricing: Firm Fixed Price	1.0	LS	$0.00	$0.00

Delivery Schedule:

Delivery Number	Delivery Date	Quantity	FOB Point
1	07/16/2026	1.000000	Destination

Description: Expansion Joint

Reference Line: FY264201010 - 002

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
003	PSC: C1PZ PSC Description: ARCHITECT AND ENGINEERING-CONSTRUCTION: OTHER NON-BUILDING FACILITIES Type of Contract Pricing: Firm Fixed Price	102.0	SF	$0.00	$0.00

Delivery Schedule:

Delivery Number	Delivery Date	Quantity	FOB Point
1	07/16/2026	11.000000	Destination

Description: Concrete Repair

Reference Line: FY264201010 - 003

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
004	PSC: C1PZ PSC Description: ARCHITECT AND ENGINEERING-CONSTRUCTION: OTHER NON-BUILDING FACILITIES Type of Contract Pricing: Firm Fixed Price	1.0	LS	$0.00	$0.00

Delivery Schedule:

Delivery Number	Delivery Date	Quantity	FOB Point
1	07/16/2026	1.000000	Destination

Description: Cleanup and Closeout

Reference Line: FY264201010 - 004

	CLIN Funding:	Cost:
Base Totals:	$0.00	$0.00
Exercised Options Totals:	$0.00	$0.00
Unexercised Options Totals:	$0.00	$0.00
Base and Options Totals:	$0.00	$0.00

Clause	Title	Fill-ins
52.203-5	Covenant Against Contingent Fees (May 2014)	
52.203-7	Anti-Kickback Procedures (Jun 2020)	
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)	
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023)	
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)	
52.222-50	Combating Trafficking in Persons (DEVIATION FEB 2026)	
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving (May 2024)	
52.227-17	Rights in Data - Special Works (Dec 2007)	
52.232-5	Payments under Fixed-Price Construction Contracts (May 2014)	
52.232-27	Prompt Payment for Construction Contracts (Jan 2017)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	
52.233-3	Protest after Award (DEVIATION JAN 2026)	
52.233-3 Alt I	Protest after Award (DEVIATION JAN 2026) - Alternate I (JAN 2026)	
52.233-4	Applicable Law for Breach of Contract Claim (DEVIATION JAN 2026)	
52.236-2	Differing Site Conditions (DEVIATION AUG 2025)	
52.236-3	Site Investigation and Conditions Affecting the Work (DEVIATION AUG 2025)	
52.236-5	Material and Workmanship (DEVIATION AUG 2025)	

Clause	Title	Fill-ins
52.236-6	Superintendence by the Contractor (DEVIATION AUG 2025)	
52.236-7	Permits and Responsibilities (DEVIATION AUG 2025)	
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (DEVIATION AUG 2025)	
52.236-10	Operations and Storage Areas (DEVIATION AUG 2025)	
52.236-11	Use and Possession Prior to Completion (DEVIATION AUG 2025)	
52.236-12	Cleaning Up (DEVIATION AUG 2025)	
52.236-15	Schedules for Construction Contracts (DEVIATION AUG 2025)	
52.236-16	Quantity Surveys (DEVIATION AUG 2025)	
52.236-16 Alt I	Quantity Surveys (Apr 1984) - Alternate I (Apr 1984)	
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I (Apr 1984)	
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024)	
52.244-6	Subcontracts for Commercial Products and Commercial Services (DEVIATION JAN 2026)	
52.246-21	Warranty of Construction (Mar 1994)	
52.204-29	Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures (Dec 2023)	
52.236-28	Preparation of Proposals-Construction (Oct 1997)	
52.214-3	Amendments to Invitations for Bids (DEVIATION FEB 2026)	
52.214-4	False Statements in Bids (Apr 1984)	

52.211-10 - Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 10 [*Contracting Officer insert number*] calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than Construction 90 days, Complete Closeout docs 30, Total 120D.* The time stated for completion shall include final cleanup of the premises.

* The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.211-10 Alt I - Commencement, Prosecution, and Completion of Work (Apr 1984) - Alternate I (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 10 [*Contracting Officer insert number*] calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 90 days Construction 120 to include closeout documents.* The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by TBD [*Contracting Officer insert date*]. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of clause)

* The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

52.211-12 - Liquidated Damages-Construction (Sept 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 149.93 [*Contracting Officer insert amount*] 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)

IBWC.02 - Compensation and Liability Insurance (DEC 2015)

H.02.A. The Contractor shall within ten (10) calendar days after award of contract provide and maintain minimum insurance as follows:

H.02.A.1. General Liability Insurance. General Liability Insurance for bodily injury and property damage with minimum limits $500,000 each occurrence with an aggregate of $1,000,000.

H.02.A.2. Automobile Liability. Automobile Liability for bodily injury and property damage with minimum of $250,000 for injury to or death of any one (1) person, $500,000 each accident or occurrence for bodily injury, and $100,000 for each accident or occurrence for property damage liability.

H.02.A.3. Worker's Compensation Insurance. Worker's Compensation Insurance for all labor employed on the project who may come within the protection of workers' compensation laws and Employers General Liability with minimum limits of $100,000 each accident, bodily injury by disease $100,000 each employee, $500,000 aggregate. In every case the insurance coverage shall amount to at least the limits stated above. However, where the Financial Responsibility Compulsory Insurance Law of the State in which the project is located requires higher limits, the Automobile Liability Insurance Policy shall provide coverage of at least those limits required by State law. The insurance obtained by the Contractor must (1) be effective for the term of the contract and (2) must name both the United States of America by and through the United States Section of the International Boundary and Water Commission as additionally insured. The requirement for naming the United States of America as an additional insured does not apply to Worker's Compensation Insurance. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained.

H.02.B. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. The Contractor's written certification shall be accompanied by either a Certificate issued by the insurer or photocopies of the insurance policies which reflect that the cancellation/change provisions of this contract have been met.

H.02.C. The Contractor shall insert the substance of this clause including this paragraph in subparagraphs under this contract and shall require subcontractors to provide and maintain the same limits. At least 5 days prior to each such subcontractor's personnel commencing work on this project, the Contractor shall furnish (or ensure that there has been furnished) to the Contracting Officer a current Certificate of Insurance meeting the requirements as stated above.
[End of Clause]

IBWC.03 - Builders Risk Insurance (DEC 2015)

H.03.A. The Contractor is responsible for losses suffered prior to Government acceptance of the work. Therefore, the Contractor is responsible for protection of the work and repair of damages. For the protection of the Contractor and the Government, the Contractor is required to obtain Builder's Risk Insurance with the maximum level of coverage available in the project locality and no less than 100% of the contract price.

H.03.B. The Contractor shall not commence work under this contract until he has obtained all the insurance required and such insurance has been approved by the Contracting Officer, nor shall the Contractor allow any subcontractor to commence work on their subcontract until the insurance required of the subcontractor has been so obtained and approved.

H.03.C. The Contractor shall procure within 10 calendar days after award of contract, and maintain during the life of this contract, Builder's Risk Insurance based on 100% of the completed value of the insurable portion of the project.

H.03.D. The Contractor shall furnish the Contracting Officer with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) calendar days written notice has been received by the Contracting Officer."

H.03.E. The insurance obtained by the Contractor must (1) be effective for the term of the contract and (2) must name the United States of America by and through the United States Section of the International Boundary and Water Commission as an additional insured.
[End of Clause]

IBWC.05 - Technical Data Submittal Requirements (DEC 2015)

H.05.A. Technical data required to be provided to the government are described in the paragraph entitled "Submittal Requirements" in the Technical Specifications Section 01.33.00-Submittals.

H.05.B. If the Contractor fails to provide required technical data within the time(s) specified in this contract, or any extension, such failures shall be considered to demonstrate unsatisfactory progress and:
H.05.B.1. There shall be retained from the progress or other payments under this contract such amount(s) as the Contracting Officer considers adequate protection to the Government, therefore.
H.05.B.2. The Contractor and its sureties shall be liable to and assessed by the Government for all damages caused by such failure.
H.05.B.3. The Contractor’s right to proceed with the work that has been delayed may be terminated for default.

H.05.C. In the event the Contractor provides submittals prior to Notice to Proceed, the Government may review the submittals prior to the Notice to Proceed. The Contractor shall not seek compensation for efforts spent on the preparation of submittal documents submitted prior to the Notice to Proceed.

H.05.D. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

H.05.E. The Government may expedite the review of submittals. Expedite is defined as any review time less than the allotted time specified for the review of the submittal in Section 01.33.00. However, the Government reserves the right to require up to the amount of time specified in Section 01.33.00 for review of submittals or resubmittals.
[End of Clause]

IBWC.06 - Accident Prevention and Pre-Planning (DEC 2015)

H.06.A. With reference to the requirements of Contract Clause 52.236-13 (Alternate I) for an overall safety program, the Contractor shall:
H.06.A.1. Submit a detailed plan for performing each major phase of work.
H.06.A.2. Require Subcontractors to submit their plan of operations showing methods they propose to use in accomplishing major phases of work.
H.06.A.3. Be prepared to discuss the plans in conferences convened by the Contracting Officer or Contracting Officer's Representative prior to starting work on each major phase of work. Plans shall include all pertinent information, such as methods of providing safety measures for personnel performing required work. The plan for accomplishing work shall be submitted prior to commencing operations.
[End of Clause]

IBWC.07 - Construction Program (DEC 2015)

H.07.A. The Contractor shall submit a progress schedule of construction in accordance with the requirements set forth in the Technical Specifications Section 01.32.16-Construction Progress Schedule SOW Section 01.32.16.01-Progress Schedule. The initial compliance confirmed progress schedule under Section 01.32.16 shall serve as a baseline for the project. The Contractor's progress schedule shall account for the assigned workday calendar, seasonal weather conditions, and other constraints considered in the planning and scheduling of all work to ensure the completion within the allotted contract time. The progress schedule shall be of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a progress schedule within the time prescribed, the Contracting Officer (CO) may withhold approval of progress payments until the Contractor submits the required progress schedule. Until such time as the submitted progress schedule is compliance confirmed as the official schedule of the project, the CO may withhold approval of progress payments.

H.07.B. If, in the opinion of the CO, the Contractor falls behind the compliance confirmed progress schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the CO, without additional cost to the Government. In this circumstance, the CO may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the CO deems necessary to demonstrate how the approved rate of progress will be regained.

H.07.C. Failure of the Contractor to comply with the requirements of the CO under this clause shall be grounds for a determination by the CO that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the CO may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.
[End of Clause]

IBWC.08 - Construction Safety Standards (DEC 2015)

H.08.A. Offerors shall obtain and review the current Construction Industry "OSHA Safety and Health Standards (29 CFR 1926)" and the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, dated March 15, 2024 (see Specification Section 01.35.23 SOW Section 01.35.23.01-Safety), prior to submitting offers and preparing required safety program. Offerors shall utilize these standards in preparing required safety programs.

H.08.B. The Contractor shall comply with all pertinent provisions of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, dated March 15, 2024. This manual is available from: www.publications.usace.army.mil/Portals/76/EM%20385-1-1%20_EFFECTIVE%2015March2024.pdf.

H.08.C. In the event there is a conflict between the requirements contained in OSHA Safety and Health Standards (29 CFR 1926), U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1), specifications paragraphs, Contractor's approved safety program, or referenced safety and health standards, the more stringent requirement will prevail.
[End of Clause]

IBWC.09 - Cultural Resources (DEC 2015)

H.09.A. In accordance with the National Historic Preservation Act of 1966 (16 U.S.C. 470), the following procedures are implemented to ensure historic preservation and fair compensation to the Contractor for delays attendant to cultural resources investigations. In the event potential historical, architectural, archaeological, or cultural resources (herein after cultural resources) are discovered during subsurface excavations at the site of construction, the following procedures shall be instituted:
H.09.A.1. The Contractor shall immediately cease work in that area, secure the location from further disturbance and possible vandalism, and immediately notify the Contracting Officer and the Contracting Officer’s Representative.
H.09.A.2. The Contracting Officer shall issue a "Suspension of Work" directing the Contractor to cease all construction operations at the location of such potential cultural resources find.
H.09.A.3. Such "Suspension of Work" shall be effective until such time as a qualified archaeologist can be called to assess the value of these potential cultural resources and make recommendations to the State Historical Preservation Officer. Any "Suspension of Work" shall contain the following:
H.09.A.3.a. A clear description of the work to be suspended;
H.09.A.3.b. Any instructions regarding issuance of further orders by the Contractor for material services;
H.09.A.3.c. Guidance as to action to be taken on subcontracts;
H.09.A.3.d. Any suggestions to the Contractor as to minimization of costs;
H.09.A.3.e. Estimated duration of the temporary suspension.

H.09.B. If the archaeologist determines that the potential find is a bona fide cultural resource, at the direction of the State Historical Preservation Officer, the Contracting Officer shall extend the duration of the "Suspension of Work" in writing, and the Contractor shall suspend work at the location of the find. Equitable adjustment of the construction contract shall be made in the following manner:
H.09.B.1. **Time Extension.** If the work temporarily suspended is on the "critical path," the total number of days for which the suspension is in effect shall be added to the number of allowable contract days. If a portion of work at the time of such suspension is not on the "critical path," but subsequently becomes work on the critical path, the allowable contract time will be computed from the date such work is classified as on the critical path.
H.09.B.2. **Additional Compensation.** If, as a result of a suspension of the work, the Contractor sustains a loss which could not have been avoided by judicious handling of forces, equipment, and (plant) or redirection of forces or equipment to perform other work on the contract, there shall be paid to the Contractor an amount as determined by the Contracting Officer to be fair and reasonable compensation for the Contractor’s actual loss in accordance with the following:
H.09.B.2.a. **Idle Time of Equipment.** Compensation for equipment idle time will be determined on a force account (time and materials) basis and shall include the cost of extra moving of equipment and rental loss.

H.09.B.2.b. **Idle Time of Labor.** Compensation for idle time of workers will be determined by the Contracting Officer as "Labor" less any actual productivity factor of this portion of the work force.
H.09.B.2.c. Increased Costs of Labor and Materials. Increased costs of labor and materials will be compensated only to the extent such increase was in fact caused by the suspension as determined by the Contracting Officer.

H.09.C. Compensation for actual loss due to idle time of either equipment or labor shall not include markup for profit. The hours for which compensation will be paid will be the actual normal working time during which such delay condition exists but will in no case exceed eight hours in any one day. The days for which compensation will be paid shall be full or partial calendar days, excluding Saturdays, Sundays, Federal and State holidays, during the existence of such delay.

H.09.D. ***Applicable State Historical Preservation Officer.*** The Texas Historical Commission is located at 1511 Colorado St., Austin, TX 78701. The Texas Historical Commission may be reached by email at thc@thc.state.tx.us, by telephone at (512) 463-6100, or by mail at: Mailing Address: PO Box 12276, Austin, TX 78711.
[End of Clause]

IBWC.10 - Contract Work Schedule (DEC 2015)

H.10.A. Normal working hours for the Contractor shall not be earlier than 6:00 am nor later than 5:30 pm, Monday through Friday, excluding Federal Holidays. If the Contractor wishes to work during periods other than that above or in excess of 40 hours per week, additional Government inspection forces will be required. The Contractor shall notify the Contracting Officer's Representative (COR) 3 business days in advance of their desire to work during other periods to allow the determination if additional inspection forces are reasonably available. If such forces are reasonably available, the Contracting Officer or COR may authorize the Contractor to perform work during periods other than normal duty hours/days or in excess of 40 hours per week.

H.10.B. Consistent with Section 6103(a) of Title 5 of the United States Code the following are legal public holidays:
H.10.B.1. New Year's Day, January 1.
H.10.B.2. Birthday of Martin Luther King, Jr., the third Monday in January.
H.10.B.3. Washington's Birthday, the third Monday in February.
H.10.B.4. Memorial Day, the last Monday in May.
H.10.B.5. Juneteenth National Independence Day, June 19.
H.10.B.6. Independence Day, July 4.
H.10.B.7. Labor Day, the first Monday in September.
H.10.B.8. Columbus Day, the second Monday in October.
H.10.B.9. Veterans Day, November 11.
H.10.B.10. Thanksgiving Day, the fourth Thursday in November.
H.10.B.11. Christmas Day, December 25.

H.10.C. A listing of Federal Holidays are available at the following link:
www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/
For Holidays that fall on a Saturday, for Federal employees, the preceding Friday will be treated as a holiday for pay and leave purposes (See 5 U.S.C. 6103(b)). For Holidays that fall on a Sunday, for Federal employees, the following Monday will be treated as a holiday for pay and leave purposes (See section 3(a) of Executive order 11582, February 11, 1971).

H.10.D. If the above holidays are a paid holiday and results in works hours in excess of 40 hours in any workweek, laborers and mechanics shall be paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours consistent with FAR Clause 52.222-4.
[End of Clause]

IBWC.11 - Utility and Telephone Services (DEC 2015)

The U.S. Section, International Boundary and Water Commission will not provide utility (water, internet, gas, and electricity) and telephone services to the Contractor. The Contractor shall, at their own expense and in a workmanlike manner satisfactory to the Contracting Officer, install and maintain all necessary temporary connections and distribution lines, and shall remove the same prior to final acceptance of the work by the Government.
[End of Clause]

IBWC.12 - Administration of Default (Fixed-Price Construction) (DEC 2015)

H.12.A. Notwithstanding Paragraph (b)(1)(xi) of Contract Clause 52.249-10, Default (Fixed-Price Construction), the Contractor shall not be excused for delays, and shall be liable for any excess costs for failure to perform, if the subcontracted or purchased supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule or other performance requirements.

H.12.B. Unusually severe weather, as used in Paragraph (b)(1) of Contract Clause 52.249-10, Default (Fixed-Price Construction), means adverse weather which at the time of the year in which it occurred, was unusual for the place in which it occurred. No matter how severe or destructive, if the weather is not unusual for the particular time and place, or if a Contractor could have reasonably foreseen it, the Contractor is not entitled to an extension in contract time. Climatological records are available for the Contractor's information online from the National Weather Service. The Government shall not be responsible for any interpretation or a conclusion drawn from the data or information by the Contractor.

H.12.C. Upon acknowledgment of the Notice to Proceed and continuing throughout the contract on a monthly basis, adverse weather will be recorded on a calendar day basis (including weekends and holidays). The COR will examine these records each month and determine whether the Contractor is entitled to a time extension.

H.12.D. Adverse weather must prevent work for 50% or more of the Contractor's work during any workday and delay work critical to the timely completion of the project.
[End of Clause]

IBWC.13 - Time Extensions for Unusually Severe Weather (DEC 2015)

H.13.A. This provision specifies the procedures for the determination of time extensions for unusually severe weather in accordance with the Contract Clause, 52.249-10, Default (Fixed-Price Construction). The listing below defines the monthly anticipated adverse weather for the contract period and is based on NOAA or similar data for the geographical location of the project. The weather conditions for this contract is based upon the weather station at http://www.wrcc.dri.edu/cgi-bin/cliMAIN.pl?tx2797 .

H.13.B. ***Monthly Anticipated Adverse Weather Calendar Days***

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual

H.13.B. Determination:
H.13.B.1. The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgment of the Notice to Proceed and continuing throughout the contract on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated weather in Paragraph H.13.A. above. For purposes of Paragraph H.13.B., the term actual adverse weather days shall include days impacted by actual adverse weather days.

H.13.B.2. The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated in Paragraph H.13.A. above have been incurred,

the Contracting Officer will examine any subsequently occurring adverse weather days to determine whether a Contractor is entitled to a time extension. These subsequently occurring adverse weather days must prevent work for 50% or more of the Contractor's workday and delay work critical to the timely completion of the project. These subsequently occurring adverse weather days must fall on a scheduled workday to count towards the entitled time extension. The Contracting Officer will convert any delays to meeting the above requirements to calendar days and issue a modification in accordance with the Contract Clause, 52.249-10, Default (Fixed-Price Construction).

H.13.B.3. The Contractor shall not request a modification to the contract to add the adverse weather delay days more frequently than every fourth month after the start of mobilization.

H.13.C. The Contractor's progress schedule must reflect the above anticipated adverse weather delays on all weather dependent activities.
[End of Clause]

52.219-14 - Limitations on Subcontracting (DEVIATION FEB 2026)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.
(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;
(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;
(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and
(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.
(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime
contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly

situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—[*Contracting Officer check as appropriate.*]

X By the end of the base term of the contract and then by the end of each subsequent option period; or

__ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.222-50 Alt I - Combating Trafficking in Persons (DEVIATION FEB 2026) - Alternate I (FEB 2026)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

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.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

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

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents must not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;
(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
(6) Charge employees or potential employees recruitment fees;
(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—
(ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is—
(A) Legally permitted to remain in the country of employment and who chooses to do so; or
(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the employee at least five days prior to the employee relocating. The employee's work document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements*. The Contractor must-
(1) Notify its employees and agents of-
(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and
(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies to performance in/at:
_____	_____	_____
_____	_____	_____

[Contracting Officer must insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States to which the document applies.]

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* (1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of —

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a
Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation*. (1) The Contractor must, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to
ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and must not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan*. (1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) The Contractor must maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs
can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http:// www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting*. (i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.

(5) *Certification*. Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts*. (1) The Contractor must include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

52.225-9 - Buy American-Construction Materials (DEVIATION FEB 2026)

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

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.

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

Cost of components means—

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

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

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.

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. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(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".

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.

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.

(b) Domestic preference. (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 materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:cement and boulders*[Contracting Officer to list applicable excepted materials or indicate "none"]*

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

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

(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 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;

(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 is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that 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)(3)(i)(A)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(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 foreign offer of 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)(3)(i)(B)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(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 statute 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)(3) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; 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)(3)(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 or Balance of Payments Program.

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

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 2: 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)

52.204-26 - Covered Telecommunications Equipment or Services-Representation (Oct 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) *Representations*.

(1) 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)

52.214-5 - Submission of Bids (DEVIATION FEB 2026)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.
(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a) (1) and (2) of this provision when delivered to the office specified in the solicitation.
(c) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

52.214-6 - Explanation to Prospective Bidders (Apr 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.
(End of provision)

52.214-7 - Late Submissions, Modifications, and Withdrawals of Bids (DEVIATION FEB 2026)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.
(b) (1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and—

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or
(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

01 through 05 - Source Selection Criteria

L.01 - Pre-Bid Conference and Site Visit

L.01.A. All potential bidders are requested to attend the Pre-Bid Conference/Site Visit to be held at: **USIBWC American Dam Field Office, Conference Room, 2616 W Paisano Dr., El Paso, TX 79922** **Tuesday, August 18, 2026,** at **9:30 AM MDT**.

L.01.B. Names of individuals who plan to attend shall be furnished before 12:00 PM MDT on Monday, August 17, 2026 by email submission to Philip.johnson@ibwc.gov .

L.01.C. Due to time, distance, and cost associated with the Pre-Bid Conference, prospective bidders who fail to attend on the scheduled date will not be given a further opportunity to do so.

L.01.D. The purpose of the conference is to provide prospective bidders, subcontractors and suppliers, an opportunity to observe and evaluate project conditions. Questions in advance of the Pre-Bid Conference/Site-Visit may be presented in writing, by emailing Philip.johnson@ibwc.gov, referencing the solicitation number 191BWC26B0013. Answers to written questions will be prepared and discussed during a questions and answer period at the conference. Questions shall be submitted to arrive at the aforementioned address no later than 12:00 PM MDT on **Friday, August 14, 2026**.

L.01.E. While every effort will be made to provide meaningful responses or clarifications to all inquiries, no answer shall be binding by the Government unless submitted in writing and subsequently answered by means of a formal amendment to this solicitation. After the Pre-Bid Conference, written questions may be submitted to the aforementioned email until 12:00 PM MDT on **Friday, August 21, 2026**. Questions received after the cut-off deadline will NOT be responded to, unless deemed significant by the Contracting Officer or the question conveys a material mistake and/or error in the Invitation for Bid.

L.02 - Bid Submission

L.02.A. Offerors shall submit as a part of their electronic bid package the following:

L.02.A.1. **SF 1442.** Offerors shall submit a completed and signed SF 1442 as a part of their bid package.

L.02.A.2. **Amendments.** Offerors shall provide acknowledgement of ALL amendments issued against the Invitation for Bid as a part of their bid package.

L.02.A.3. **IBWC Form 110.** Offerors shall submit a completed IBWC Form 110 as a part of their bid package.

L.02.A.4. **IBWC Form 116.** Offerors shall submit a completed IBWC Form 116 as a part of their bid package.

L.02.A.6. **Section K.** Offerors shall provide a completed Section K as a part of their bid package. Note: in accordance with the provision at 52.204-8, if the provision at 52.204-7 is included, paragraph (d) of 52.204-8 applies. Offerors shall check the appropriate box for the provision at 52.209-7 as part of their submission.

L.02.A.7. **Minimum Qualifications.** Offerors shall submit a completed IBWC Form 245/245A with supporting Form 245B and credit reports in accordance with form instructions and subsequent L.03 as a part of their bid package.

L.02.A.8. **Statement of Qualifications.** Offerors shall provide a Statement of Qualifications in accordance with Subsection L.03 as a part of their bid package.

L.02.A.9. **Contract Administrator.** Offerors shall provide the Contractor's Contract Administrator as a part of their bid package per L.04.

L.02.B. Failure to provide any of the information as requested above will result in the Offeror being found nonresponsive.

L.03 - Qualifications of Bidders

L.03.A. Each bidder shall furnish with their bid a Statement of Equipment (IBWC Form 116); completed Minimum Qualifications for Award (IBWC Form 245 or IBWC Form 245A as applicable) with Backup Information (IBWC Form 245B); and a Statement of Qualifications setting forth the following information:
L.03.A.1. Location and description of the Bidder's permanent place of business.
L.03.A.2. List of similar projects, with contract amounts, completed by the Bidder.
L.03.A.3. List of work Bidder currently has under contract.
L.03.A.4. For items L.03.A.2. and L.03.A.3. above, Bidder shall include the names, email addresses, and current telephone numbers of individuals employed by the owner of the project who can provide information regarding the quality, timeliness and financial aspects of the project.
L.03.A.5. Any additional information required to show that the Bidder is adequately prepared to fulfill the contract.

L.03.B. The Bidder's statement and supporting documentation shall be submitted in a separate password protected electronic file. The file containing the Bidder's statement shall be plainly marked as follows:

Statement of Qualifications of (Name of Bidder)

L.03.C. The statement will remain unopened unless it is necessary to open the electronic file for the purpose of determining the award. The statement submitted by the successful Bidder will be retained without further password protection. Failure to enclose the Bidder's statement with the bid will constitute basis for the rejection of the bid.

L.03.D. No bid will be accepted if the bidder answers "NO" to any of the minimum qualification questions in Form 245 or a joint venture cannot provide a yes answer to each question on Form 245A. Bidder must provide backup information on Form 245B and provide a recent D&B or Experian credit report to support all "YES" responses. If the bidder answers "YES" to all questions, and after bid opening, evidence can substantiate that the answer to any individual question or multiple questions is "NO", the bid shall be rejected consistent with FAR 14.404-2.

L.04 - Contractor's Contract Administrator

Bidder/Offeror is requested to delegate a person to be contacted for prompt contract administration.

Name: _____

Address: _____

Telephone: _____

Fax: _____

E-mail : _____

L.05 - Availability of Forms

All Standard Forms referenced but not attached to this Invitation for Bid are available at the following website: https://www.gsa.gov/forms.