

RECLAMATION

Managing Water in the West

Navajo-Gallup Water Supply Project San Juan Lateral Water Treatment Plant

Solicitation No. 140R4023R0016

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

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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 propose 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 within 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.

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, in coordination with FAR 52.211-18 Variation in Estimated Quantity, 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) 28 days prior to beginning surveying work. 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 progress payment for a contractor’s invoice to be considered as proper.

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 full-time 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. See “Payline” below for common problem.

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. Despite

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not requiring Reclamation approval, the submittals must still ensure specification compliance. Submittals should be thoroughly reviewed for complete specification compliance and irrelevant data removed for more timely Reclamation informational reviews. Clearly call out any deviations from specification requirements. 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.

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 (electrical cabinets, PLC cabinets, skid layouts, 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), 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 proposal. 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 90 and 01 57 60 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

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submittal requirements in section 01 31 19 – Project Management and Coordination).

Project Specific Areas of Concern:

There are several project specific areas of concern, interest, and/or consideration on this project. The Contractor shall be aware that access to the San Juan Lateral Water Treatment Plant site is via Navajo Service Route 36 ROW and is subject to Navajo Department of Transportation Work permit requirements (see sections 01 55 00 – Vehicular Access Parking, 01 55 20 – Traffic Control). Reclamation is responsible for obtaining the Driveway Access Permit for permanent permission to construct and access in the highway ROW. The Contractor is responsible for obtaining the Work permits, including traffic control plan preparation and approval.

San Juan Lateral Repairs: The San Juan Lateral (SJL) Transmission system will be fully constructed and tested prior to commissioning of the San Juan Lateral Water Treatment Plant (SJLWTP). However, should any required repairs be discovered along the transmission system at the time of commissioning, those repairs will be made under a Time and Materials CLIN. The SJLWTP Contractor is not required or expected to warranty any other contractor’s work per Contract Clause 52.246-21, Warranty of Construction. The only warranty required is work performed by the SJLWTP contractor and any repair work is sufficient and performed satisfactorily for successful operations. The downstream system was constructed from south to the north, with all transmission pipeline currently constructed and tested, with the exception of Reaches 4A and 4B, which are expected to begin construction April 2023. The downstream infrastructure is currently in use, in good repair, and supplying construction water to ongoing and future contracts. Construction of all upstream facilities will be complete for commissioning and operations by May 2028 and will have been tested satisfactorily to the Government’s specifications.

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 Evaluated Price (TEP) for source selection but must be presented/estimated in the proposal to allow for appropriate budgeting of dollars for the resultant contract. The purpose is to relieve some of the stress on the contractors during proposal 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:

Please contact Mr. Fred LaMone (flamone@usbr.gov, 505-427-0902) to be added to the attendee list and for any additional questions or information concerning the site visit.

IMPORTANT: The following guidelines are required to attend the site visit: Social distancing is practiced. A mask may be required to be worn throughout the site visit in accordance with Navajo Nation's Public Health Order in effect at the time of the site visit. Reclamation will provide masks if required by the Navajo Nation.

Subcontractors:

Subcontractors cannot submit partial proposals straight to the Government. Subcontractors shall propose 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.

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SECTION A – SF-1442

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 140R4023R0016	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 03/01/2023	PAGE OF PAGES 9 108	
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IMPORTANT – The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY Bureau of Reclamation Upper Colorado Region Regional Office 125 South State Street, Room 8100 Salt Lake City UT 84138	CODE R40	8. ADDRESS OFFER TO	
9. FOR INFORMATION CALL:	a. NAME Amy Loveless	b. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 801-524-3790	

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 no., date)*

The principal components of work for SJLWTP include the design, construction, startup, commissioning, and operations and maintenance of a new fully functional 18.8 Million Gallons per Day (MGD) Water Treatment Plant (WTP) and associated components with the capability to expand to 37.6 MGD.

LOCATION OF WORK: South of Bureau of Indian Affairs (BIA) Route 36 (N36) approximately 6.1 miles east of the intersection of U.S. Highway 491 and N36. The intersection of U.S. Highway 491 and N36 is approximately 4 miles south of Shiprock, New Mexico, in San Juan County.

Per the Reclamation Acquisition Regulation (RAR) - WBR 1426.204 - Disclosure of Magnitude - the estimated magnitude of construction is between \$250,000,000 and \$350,000,000.

11. The Contractor shall begin performance 21 calendar days and complete it within 1851 calendar days after receiving award, notice to proceed. The performance period is mandatory negotiable. (See _____.)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES", indicate within how many calendar days after award in Item 12b.)</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 21
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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 1400 (hour) local time 04/13/2023 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee is, is not required.

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

d. Offers providing less than 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 NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than item 14.)
CODE	FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.											
DATE.											

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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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
26. ADMINISTERED BY		27. PAYMENT WILL BE MADE BY
CODE		

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,	<input type="checkbox"/> 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.
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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

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	<p>Period of Performance: 05/15/2024 to 06/30/2029</p> <p>San Juan Lateral Water Treatment Plant (SJLWTP) Design</p> <p>See Specifications (Section J Attachment 1) and Drawings (Section J Attachment 2) for more details.</p> <p>Quantity (QTY) - One (1) Unit of Issue - Activity Unit (A/U) Pricing Arrangement - Firm-Fixed Price (FFP) Period of Performance (PoP) - 15 May 2024 to 30 June 2029</p> <p>See Schedule B for the Price Schedule continuation which includes all CLINs and sub-CLINs.</p> <p>CLIN includes all items and personnel necessary to ensure a turn-key water treatment plant to Reclamation. All inclusive of items, equipment, materials, personnel, specialized personnel, etc. Reclamation will receive a complete 30%, 60%, 90% and 100% design.</p> <p>Product/Service Code: Y1NE Product/Service Description: CONSTRUCTION OF WATER SUPPLY FACILITIES</p>				
00020	<p>San Juan Lateral Water Treatment Plant (SJLWTP) Construction</p> <p>See Specifications (Section J Attachment 1) and Drawings (Section J Attachment 2) for more details.</p> <p>Continued ...</p>				

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00030	<p>Quantity (QTY) - One (1) Unit of Issue - Activity Unit (A/U) Pricing Arrangement - Firm-Fixed Price with Economic Price Adjustment (FFP w/ EPA) Period of Performance (PoP) - 15 May 2024 to 30 June 2029</p> <p>See Schedule B for the Price Schedule continuation which includes all CLINs and sub-CLINs.</p> <p>CLIN includes all items and personnel necessary to ensure a turn-key water treatment plant to Reclamation. All inclusive of items, equipment, materials, personnel, specialized personnel, etc.</p> <p>All invoices against this CLIN must include quantity survey data.</p> <p>Full time safety representative and quality control representative, as well as qualified survey personnel are required. Product/Service Code: Y1NE Product/Service Description: CONSTRUCTION OF WATER SUPPLY FACILITIES</p> <p>San Juan Lateral Water Treatment Plant (SJLWTP) Startup & Commissioning</p> <p>See Specifications (Section J Attachment 1) and Drawings (Section J Attachment 2) for more details.</p> <p>Quantity (QTY) - One (1) Unit of Issue - Activity Unit (A/U) Pricing Arrangement - Firm-Fixed Price with Economic Price Adjustment (FFP w/ EPA) Period of Performance (PoP) - 15 May 2024 to 30 June 2029</p> <p>See Schedule B for the Price Schedule continuation which includes all CLINs and sub-CLINs.</p> <p>CLIN includes all items and personnel necessary to ensure a turn-key water treatment plant to Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00040	<p>Reclamation. All inclusive of items, equipment, materials, personnel, specialized personnel, etc.</p> <p>Full time safety representative and quality control representative, as well as qualified survey personnel are required. Product/Service Code: Y1NE Product/Service Description: CONSTRUCTION OF WATER SUPPLY FACILITIES</p> <p>Downstream Repairs - Unpriced CLIN</p> <p>Repairs within previous constructed areas of the Navajo-Gallup Water Supply Project (NGWSP) for the startup and testing/commissioning phase. Contractor is not required to warranty previously existing work of other contractors, only make repairs and correct if deficient.</p> <p>Modification proposals for individual areas of NGWSP needing repairs under this T&M CLIN shall be provided by the contractor to Reclamation. The contractor shall not proceed with repair work until they are directed by the Contracting Officer (CO).</p> <p>See Specifications (Section J Attachment 1) and Drawings (Section J Attachment 2) for more details.</p> <p>Quantity (QTY) - One (1) Unit of Issue - Activity Unit (A/U) Pricing Arrangement - Time-and-Materials (T&M) Period of Performance (PoP) - 29 January 2028 to 28 January 2029</p> <p>CLIN includes all items and personnel necessary for downstream repairs to ensure a turn-key water treatment plant to Reclamation. All inclusive of items, equipment, materials, personnel, specialized personnel, etc.</p> <p>All invoices against this CLIN must include Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	quantity survey data (if applicable). Full time safety representative and quality control representative, as well as qualified survey personnel are required. (Not Separately Priced) Product/Service Code: Y1NE Product/Service Description: CONSTRUCTION OF WATER SUPPLY FACILITIES				
00050	Initial 12-Month O&M See Specifications (Section J Attachment 1) and Drawings (Section J Attachment 2) for more details. Quantity (QTY) - One (1) Unit of Issue - Activity Unit (A/U) Pricing Arrangement - Firm-Fixed Price with Economic Price Adjustment (FFP w/ EPA) Period of Performance (PoP) - 1 July 2028 to 30 June 2029 CLIN includes all items and personnel necessary for O&M. All inclusive of items, equipment, materials, personnel, specialized personnel, etc. Product/Service Code: Y1NE Product/Service Description: CONSTRUCTION OF WATER SUPPLY FACILITIES				
00060	Optional 12-Month Extended O&M for Lateral See Specifications (Section J Attachment 1) and Drawings (Section J Attachment 2) for more details. Quantity (QTY) - One (1) Unit of Issue - Activity Unit (A/U) Pricing Arrangement - Firm-Fixed Price with Economic Price Adjustment (FFP w/ EPA) Period of Performance (PoP) - 1 July 2029 to 30 June 2030 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00070	<p>CLIN includes all items and personnel necessary for O&M. All inclusive of items, equipment, materials, personnel, specialized personnel, etc. (Option Line Item) 06/15/2029 Product/Service Code: Y1NE Product/Service Description: CONSTRUCTION OF WATER SUPPLY FACILITIES</p> <p>Optional 12-Month Extended O&M for WTP</p> <p>See Specifications (Section J Attachment 1) and Drawings (Section J Attachment 2) for more details.</p> <p>Quantity(QTY) - One (1) Unit of Issue - Activity Unit (A/U) Pricing Arrangement - Firm-Fixed Price with Economic Price Adjustment (FFP w/ EPA) Period of Performance (PoP) - 1 July 2029 to 30 June 2030</p> <p>CLIN includes all items and personnel necessary for O&M. All inclusive of items, equipment, materials, personnel, specialized personnel, etc. (Option Line Item) 06/15/2029 Product/Service Code: Y1NE Product/Service Description: CONSTRUCTION OF WATER SUPPLY FACILITIES</p>				

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Continuation of Section B – Supplies or Services and Price

SECTION B – Supplies or Services and Prices San Juan Lateral Water Treatment Plant Navajo-Gallup Water Supply Project – New Mexico

PRICE SCHEDULES

- (a) Offers will be considered for award on the following Price Schedules but no offer will be considered for award on only part of the Price Schedules. Government will award depending upon available funds.
- (b) Failure to complete any Price Schedule will result in an incomplete offer that will not be considered. The Government reserves the right to award items designated as optional individually.
- (c) Offers are subject to the terms and conditions of this solicitation.
- (d) Offerors are cautioned to carefully review the proposal submission requirements contained in Section L. Failure to comply with these requirements may result in an offer being determined technically unacceptable.
- (e) The contract will be awarded to the offeror as detailed in Sections L and M.
- (f) Definitions:
 - (1) CLIN – Contract Line-Item Number
- (g) Form J (See Section J Attachment #9)
 - (1) Include breakdown of the pricing as shown in Form J.
 - (2) Incorporate all construction work, although the WBS descriptions may not specifically identify each element of the Work.
 - (3) Revise Form J to add WBS Activities.
 - (4) Provide a comment on Form J or attach an explanation describing the reasons for each revision.
 - (5) Except as provided in this paragraph, do not revise Form J.

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PHASE 1

No pricing information shall be submitted with the Phase 1 Request for Qualifications / Statement of Qualifications

PHASE 2

All of the following (Table A, Price Schedule B, Price Schedule C and Price Schedule D) shall be submitted by the offerors on the short list for Bid Phase 2.

TABLE A – OVERHEAD AND PROFIT

Item	Category	Design, Percent	Construction, Percent
A-1	Job Management/General/Field Overhead Costs		
A-2	Home Office Overhead (General and Administrative)		
A-3	Profit		
A-4	Bonds and Insurance		

PRICE SCHEDULE B

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
B-1	01 81 05	Partnering (50 percent of total price of partnering)	For the lump sum of	\$	
B-2	01 81 05	Design of Water Treatment Plant (30%, 60%, 90%, 100% Designs)	For the lump sum of	\$	

Subtotal FOR PRICE SCHEDULE B \$ _____

Estimated NMGR at 6.6250% for Price Schedule B (if applicable) \$ _____

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

TOTAL FOR PRICE SCHEDULE B \$ _____

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PRICE SCHEDULE C

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
C-1	Form J 01 81 05 (See Section J Attachment #9)	Construction of Water Treatment Plant	Lump Sum		\$

Subtotal FOR PRICE SCHEDULE C \$ _____

Estimated NMGR at 6.6250% for Price Schedule C (if applicable) \$ _____

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

TOTAL FOR PRICE SCHEDULE C \$ _____

PRICE SCHEDULE D

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
D-1	01 81 05	Repair of San Juan Lateral (downstream/upstream)	Time-and-Materials		\$0.00 (not evaluated)
D-2	01 81 05	Start up and Commissioning of San Juan Lateral for Initial 6- Month Period	For the lump sum of		\$
D-3	01 81 05	Start up and Commissioning of Water Treatment Plant for Initial 6-Month Period	For the lump sum of		\$
D-4	01 81 05	Operation & Maintenance of San Juan Lateral for 6- Month Period after Startup and Commissioning 6 Month Period	For the lump sum of		\$

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PRICE SCHEDULE D

CLIN	Section	Supplies or Services	Quantity and Unit	Unit Price	Amount
D-5	01 81 05	Standard Tools and Maintenance Equipment	For the lump sum of		\$25,000.00
D-6	01 81 05	Optional Extended Operation and Maintenance of Lateral for 12-Month Period	For the lump sum of		\$(not evaluated as TEP)
D-7	01 81 05	Optional Extended Operation and Maintenance of WTP for 12-Month Period	For the lump sum of		\$(not evaluated as TEP)

Subtotal FOR PRICE SCHEDULE D \$ _____

Estimated NMGR at 6.6250% for Price Schedule D (if applicable) \$ _____

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

TOTAL FOR PRICE SCHEDULE D \$ _____

For Evaluation purposes only per solicitation Section M.3:

Total Proposed Price Schedule B, less NMGR and Navajo Nation Taxes \$ _____

Total Proposed Price Schedule C, less NMGR and Navajo Nation Taxes \$ _____

Total Proposed Price Schedule D, less NMGR and Navajo Nation Taxes \$ _____

Total Evaluated Price \$ _____

END OF SUPPLIES OR SERVICES AND PRICES

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SECTION C – Statement / Description / Specification of Work

Please See Section J Attachment(s) 1-2 for specifications, drawings, and supporting data.

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SECTION D – Packaging and Marking

There are no clauses included in this section.

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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

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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 52.211-10 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK APRIL 1984

The Contractor shall be required to

(a) commence work under this contract within **21 calendar days** after the date the Contractor receives:

- 1) Notice to Proceed for non-site work under this contract, which is anticipated within twenty-one (21) calendar days after contract award.
- 2) Notice to Proceed for site work, which is anticipated to be issued no later than June 30, 2024.

(b) prosecute the work diligently, and

(c) complete the entire work ready for use not later than **1,826 calendar days** after the contractor receives the initial non-site work Notice to Proceed issued in accordance with (a)(1) above. The time stated for completion shall include final cleanup of the premises.

1. Complete the construction for use by June 30, 2028.

(End of Clause)

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SECTION G - Contract Administration Data

G.1 1452.201-70 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)

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G.2 DOI-AAAP 0028 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP) APRIL 2013

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 – ajones@usbr.gov)
Contract Specialist: (Amy Loveless – aloveless@usbr.gov)
Procurement Technician: (Chris Zook – czook@usbr.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.3 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.

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(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.4 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

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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)

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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.

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(End of Clause)

H.2 1452.226-70 INDIAN PREFERENCE—DEPARTMENT OF THE INTERIOR APRIL 1984

(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.

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(end of clause)

H.3 1452.226-71 INDIAN PREFERENCE PROGRAM APRIL 1984

(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

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(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.

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(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)

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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 and Requirement to Inform Employees of Whistleblower Rights	June 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	January 2017
52.204-4	Printed or Copied Double-Sided on Post-Consumer Fiber Content Paper	May 2011
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 and Other Entities	November 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	November 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	November 2021
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
52.211-18	Variation in Estimated Quantity	April 1984
52.215-2	Audit and Records – Negotiations	June 2020
52.215-8	Order of Precedence – Uniform Contract Format	October 1997

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52.215-11	Price Reduction for Defective Certified Cost or Pricing Data— Modifications	June 2020
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications	June 2020
52.215-17	Waiver of Facilities Capital Cost or Money	October 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications	November 2021
52.216-7	Allowable Cost and Payment	August 2018
52.219-8	Utilization of Small Business Concerns	October 2022
52.219-9 Alt II	Small Business Subcontracting Plan Alt II	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
52.222-9	Apprentices and Trainees	July 2005
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
52.222-21	Prohibition of Segregated Facilities	April 2015
52.222-26	Equal Opportunity	September 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	April 2015
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	November 2021
52.222-54	Employment Eligibility Verification	May 2022
52.222-55	Minimum Wages Under Executed Order 13658	January 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	January 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service And Construction Contracts	September 2013
52.223-3 Alt I	Hazardous Material Identification and Material Safety Data – Alternate I	July 1995
52.223-6	Drug Free Workplace	May 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	August 2018
52.223-18	Encouraging Contractor Policies to Ban text Messaging While Driving	June 2020
52.225-13	Restrictions on Certain Foreign Purchases	February 2021
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

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52.228-12	Prospective Subcontractor Requests for Bonds	May 2014
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
52.230-2	Cost Accounting Standards	June 2020
52.230-6	Administration of Cost Accounting Standards	June 2010
52.232-5	Payments Under Fixed-Price Construction	May 2014
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	November 2021
52.232-17	Interest	May 2014
52.232-18	Availability of Funds	April 1984
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	November 2021
52.233-1	Disputes	May 2014
52.233-3	Protest After Award	August 1996
52.233-4	Applicable Law for Breach of Contract Claim	October 2004
52.236-2	Differing Site Conditions	April 1984
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 Survey	April 1984
52.236-17	Layout of Work	April 1984
52.236-21 Alt II	Specifications and Drawings for Construction Alternate II	April 1984
52.236-26	Preconstruction Conference	February 1995
52.242-5	Payments to Small Business Subcontractors	January 2017
52.242-13	Bankruptcy	July 1995
52.243-3	Changes-Time-and-Materials or Labor Hours	September 2000
52.243-4	Changes (CONST)	June 2007
52.244-2	Subcontracts	June 2020
52.246-21	Warranty of Construction	March 1994
52.248-3	Value Engineering – Construction	October 2020
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) Alternate I (September 1996) (CONST)	September 1996
52.249-10	Default (Fixed-Price Construction)	April 1984
52.253-1	Computer Generated Forms	January 1991

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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—

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“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.

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- (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 ©, 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 52.209-1 QUALIFICATION REQUIREMENTS FEBRUARY 1995

(a) *Definition.* “Qualification requirement,” as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) _____

(Address) _____

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror’s Name _____

Manufacturer’s Name _____

Source’s Name _____

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Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of Clause)

I.5 52.216-4 ECONOMIC PRICE ADJUSTMENT-LABOR AND MATERIAL (JAN 2017)

(a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the rate of pay for labor (including fringe benefits) or the unit prices for material shown in the Schedule either increase or decrease. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

This clause may be used to request adjustments for the following materials:

- 1) Concrete
- 2) Steel
- 3) Lumber
- 4) PVC pipe (including HDPE products)
- 5) Ductile Iron Pipe (DIP)
- 6) Copper
- 7) Aluminum
- 8) Fuel (gas & diesel)

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in the labor rates (including fringe benefits) and unit prices of material shown in the Schedule results in an adjustment allowable under paragraph (c)(3) of this clause. The Contracting Officer shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in the Schedule to reflect the increases or decreases resulting from the adjustment. The Contractor shall

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continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in the Schedule. There shall be no adjustment for-

- (i) Supplies or services for which the production cost is not affected by such changes;
- (ii) Changes in rates or unit prices other than those shown in the Schedule; or
- (iii) Changes in the quantities of labor or material used from those shown in the Schedule for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all line items, either party requests an adjustment under paragraph (b) of this clause.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 15 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in [subpart 4.7](#) of the Federal Acquisition Regulation (FAR), whichever is earlier.

(End of Clause)

I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2022

(a) The Government may extend the term of this contract by written notice to the Contractor *within 15 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires.* The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2,237 calendar days.

(End of clause)

I.7 52.219-4 NOTICE OF PRICE PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS OCTOBER 2022

(a) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

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(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(b) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes.

Offeror elects to waive the evaluation preference.

(c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of clause)

1.8 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION OCTOBER 2022

(a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 (d) of this clause.

(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.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

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(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition—

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was 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.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it is, is not a small business concern under NAICS Code _____ assigned to contract number _____.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents 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 Contractor represents that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor 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 Contractor represents that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

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(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]
The Contractor represents that it is, is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it is, is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]
The Contractor represents that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

I.9 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.10 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

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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.11 52.225-11 BUY AMERICAN—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS NOVEMBER 2021

(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

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(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.

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, 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, Canada, 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 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. 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 ".

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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.

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(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:

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. 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;

(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.

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(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)

I.12 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR APRIL 1984

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **15 percent** of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

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(End of Clause)

I.13 52.236-4 PHYSICAL DATA APRIL 1984

Data and information furnished or referred to below is for the Contractor’s information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations which can be found in the Specifications & Drawings (Section J, Attachments 1-2).
- (b) Weather conditions can be found in the Specifications & Drawings (Section J, Attachments 1-2).
- (c) Transportation facilities can be found in the Specifications & Drawings (Section J, Attachments 1-2).
- (d) Please see Specifications & Drawings (Section J, Attachments 1-2) for all required information.

(End of Clause)

I.14 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:

NGWSP Block 4A-4B, which connects to the discharge of the SJLWTP, is anticipated to start construction in April 2023, with a scheduled contract completion of March 2025. NGWSP Block 2-3 provides raw water to the SJLWTP through means of the River Intake Pumping Plant, the San Juan Generating Station (SJGS) Reservoir and Pumping Plant 1, located on the Reach 2 pipeline. The NGWSP Block 2-3 is anticipated to start construction November 2024, with an estimated completion date of September 2026. The River Intake and SJGS Reservoir are anticipated to start construction in February 2025 with an estimated completion date of December 2026. Pumping Plant 1 is estimated to begin construction in November 2025 with an estimated completion date of May 2028.

Fully cooperate and coordinate with other Contractors to minimize impacts to the work on use of access and haul routes, use of water and electrical power sources, 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.15 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, and 4 – Tax documents and receipts for payment (NMGRT or NN tax stubs/payment receipts) for reimbursement of taxes to be considered a complete invoice.

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Clause 52.236-4 changed “Statement of Work” to “Specifications and Drawings (Section J, Attachments 1-2)”.

Clause 52.216-4 changed “10 percent” to “15 percent” in paragraph (c)(4). It also added “This clause may be used to request adjustments for the following materials: 1) Concrete, 2) Steel, 3) Lumber, 4) PVC Pipe (including HDPE products), 5) Ductile Iron Pipe (DIP), 6) Steel, 7) Aluminum” to paragraph (a).

(End of Clause)

I.16 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.17 1452.203-70 RESTRICTION ON ENDORSEMENTS DEPARTMENT OF INTERIOR JULY 1996

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

(End of Clause)

I.18 1452.204-70 RELEASE OF CLAIMS DEPARTMENT OF THE INTERIOR JULY 1996

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

(End of Clause)

I.19 1452.215-70 EXAMINATION OF RECORDS BY THE DEPARTMENT OF THE INTERIOR APRIL 1984

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

(End of Clause)

I.20 WBR 1452.223-80 ASBESTOS FREE WARRANTY -- BUREAU OF RECLAMATION AUGUST 2021

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

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

(End of clause)

I.21 WBR 1452.223-81 SAFETY AND HEALTH – BUREAU OF RECLAMATION AUGUST 2021

(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 the employee's health or safety.

(b) Contractor shall comply with the most current version of the Bureau of Reclamation, Reclamation Safety and Health Standards (RSHS) and, if applicable, the requirements of the Accident Prevention Clause (FAR 52.236-13).

The RSHS manual shall be obtained at

<http://www.usbr.gov/ssle/safety/RSHS/rshs.html>

(c) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910 from the Occupational Safety and Health Administration, 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, the more stringent requirement shall prevail.

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

(h) The contractor shall comply with the current version of the RSHS available on Reclamation's website (see link above) during safety plan development and individual work plan/job hazard analysis development. Should the contractor feel that the updated version of RSHS constitutes a substantive change to the contract, affecting price or time (or both), the contractor may request an equitable adjustment in the contract price. Any such requests shall include a price proposal submitted in compliance with Contract Clause WBR 1452.243-80, Modification Proposals - Bureau of Reclamation, and in sufficient detail to allow meaningful analysis of labor, equipment and material.

(End of clause)

I.22 WBR 1452.232-81 – PAYMENT FOR MOBILIZATION AND PREPARATORY WORK – BUREAU OF RECLAMATION ALT II 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 --

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(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.

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(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.23 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.

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(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.24 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

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(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)

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SECTION J – List of Attachments and Exhibits

Attachment Number	Description	Number of Pages
Attachment #1	00 00 01 – Specifications 02072023	727
Attachment #2	Drawings	
Attachment #2.1	00 00 02 - Drawings	10
Attachment #2.2	00 00 02A_Drawings_Geology and Logs 11x17 04-29-2019	41
Attachment #3	WD NM20220040 Heavy – San Juan County, NM	5
Attachment #4	WD NM20220046 Building – San Juan County, NM	5
Attachment #5	Past Performance Questionnaire	4
Attachment #6	Project Experience	1
Attachment #7	Key Personnel	2
Attachment #8	SB Subcontracting Plan Template 9-2022	10
Attachment #9	Form J	3

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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
52.204-16	Commercial and Government Entity Code Reporting	August 2020
52.236-28	Preparation of Proposal-Construction	October 1997

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS MAY 2022

(a)

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

(2) The small business size standard is \$39.5M.

(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 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.

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(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.

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

(xv) [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 USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement 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 clause 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 I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, 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](#).

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(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:

(i) [52.204-17](#), Ownership or Control of Offeror.

(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) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA– Designated Products (Alternate I only).

(vii) [52.227-6](#), Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) [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

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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.3 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—

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(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—

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(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.4 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—

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(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.5 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.6 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—

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(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—

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(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.7 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION FEBRUARY 1999

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

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

Goals for Minority Participation for Each Trade – **45.9%**

Goals for Female Participation for Each Trade – **6.9%**

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

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

(1) its implementation of the Equal Opportunity clause,

(2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and

(3) its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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construction work under the contract resulting from this solicitation. The notification shall list the –

- (1) Name, address, and telephone number of the subcontractor;
 - (2) Employer’s identification number of the subcontractor;
 - (3) Estimated dollar amount of the subcontract;
 - (4) Estimated starting and completion dates of the subcontract; and
 - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the “covered area” is **San Juan County, New Mexico**.

(End of Provision)

K.8 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUNE 2020

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror’s proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement*. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

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(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50

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million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

(End of provision)

K.9 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES APRIL 2005

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked “Yes” above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

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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	October 2018
52.204-22	Alternative Line Item Proposal	January 2017
52.207-1	Notice of Standard Competition	May 2006
52.215-1	Instruction to Offerors – Competitive	November 2021
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 AUGUST 1998

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service
Specifications Section,
Suite 8100 470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925 Facsimile (202) 619-8978.

(a) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of provision)

L.3 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) JULY 2021

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (<https://assist.dla.mil/online/start/>);

(2) Quick Search (<http://quicksearch.dla.mil/>).

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(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

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

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

Multiple Pricing Arrangements under this contract are:

Contract CLINs 00020, 00030, 00050, 00060, 00070 – Fixed Price with Economic Price Adjustment

Contract CLIN 00010 - Firm-Fixed Price

Contract CLIN 00040 - Time-and-Materials

(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)

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L.6 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS 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 FAR clause 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)

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L.7 52.236-27 SITE VISIT CONSTRUCTION ALT I FEBRUARY 1995

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for – **March 9, 2023**

(c) Participants will meet at -- **The Reclamation Four Corners Construction Office at 1235 La Plata Hwy, Farmington NM – Contractors can get more specifics on location when they RSVP per the instructions in the Preface Document of this RFP**

(End of Provision)

L.8 52.252-3 ALTERATIONS IN SOLICITATION APRIL 1984

Portions of this solicitation are altered as follows:

Removed “or \$ _____, whichever is less” from 52.228-1.

Added “(this provision only applies to the T&M CLIN)” to 52.216-30.

(End of Provision)

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

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any 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 1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION – DEPARTMENT OF THE INTERIOR APRIL 1984

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

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(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(end of provision)

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L.11 WBR 1452.215-81 PROPOSAL INSTRUCTIONS MAR 2021

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

Two-Phase Design-Build Selection Procedures per FAR 36.3

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

**** A minimum of three (3) and maximum of four (4) most highly qualified firms will move on to Phase Two****

Phase Two: will entail a Request for Proposal and a Price Proposal which will be requested of three to four (3-4) Most Highly Qualified Firms selected from Phase One – Request for Qualifications.

All correspondence in conjunction with this solicitation should be directed to the Government Points of Contact (POCs) identified below:

Amy Loveless Phone: 801-524-3790
Email: aloveless@usbr.gov

Ashton Jones Phone: 385-285-2278
Email: ajones@usbr.gov

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

(1) General contents. Each proposal shall:

- a. Be presented in a manner which allows it to “stand alone” without the need to reference other documents;
- b. Be a coherent document free of internal inconsistencies as well as inconsistencies with other volumes of the proposal;
- c. Conform to all solicitation provisions, clauses, or requirements;
- d. Address the submission requirements with specificity and detail where required;
- e. Be an orderly, specific, and complete document in every detail;
- f. Be logically presented, using clear and concise language so that it can be easily read and meaningfully evaluated by Reclamation personnel from a variety of different functional and technical disciplines;
- g. Have all pages in each volume consecutively numbered (including pages with tables and exhibits) and cross-referenced to other volumes where appropriate for each; and
- h. Indicate how the proposal conforms to the evaluation criteria identified in Section M.

(2) Offerors may submit written questions requesting clarification of solicitation requirements. All questions shall be received no later than 15 calendar days from the release of each solicitation phase, to allow Reclamation adequate time to prepare and issue responses to all Offerors prior to the date and time set for receipt of qualifications and proposals. Generalized Q&As received during the Phase Two 15-calendar day period will be shared with all short-listed offerors, proprietary, non-generalized questions, should be reserved for the Design Charrette appointments as those details/answers will not be shared

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between firms. The purpose of the Phase Two Q&As is to allow firms to ask generalized questions if the firm feels it needs an answer before the first Design Charrette that is non-proprietary in nature. ONLY WRITTEN QUESTIONS WILL RECEIVE A RESPONSE. Each question submitted should contain the following information: document name, document date, specific page, paragraph, clause or other definitive citation for which clarification is requested. All questions shall be submitted electronically to ajones@usbr.gov and aloveless@usbr.gov. Answers will be provided to only the questions submitted in writing and all answers will be provided through the Federal Business Opportunities website at www.fbo.gov.

- (3) Arrangement of Proposal. The proposal shall consist of two (2) physically separated volumes for phase I, individually entitled as stated below. The required number of copies for each volume are shown below:

Phase One: Phase One, which is a Request for Qualifications (RFQ), is the first of a two-phase selection process for this procurement in conformance with FAR 36.3 – Two Phase Design-Build Selection Procedures. Responses to Phase One shall be qualifications based only; no pricing is to be provided in the offeror’s Volumes I or II. The RFQ for the San Juan Lateral Water Treatment Plant (SJLWTP) invites Statements of Qualifications (SOQ’s) according to the requirements set forth in this Solicitation, including the format and content guidelines specified throughout this document. The SOQ’s will be reviewed and evaluated to generate a short list of up to four firms that will be invited to submit proposals.

<u>Volume</u>	<u>Title</u>	<u>Hard Copies Required</u>	<u>Electronic Copies Required</u>	<u>Page Limitation</u>
I	Business Proposal Representations, Certifications, and Other Statement of Offerors	0	1	50
II	Statement of Qualifications (SOQ)	0	1	100

Phase Two: The three to four (3-4) most highly qualified firms from Phase One will be short-listed and move forward to Phase Two. Proposals for Phase Two shall consist of two (2) physically separated volumes, individually entitled as stated below. In addition, **offerors in Phase Two will present their technical proposals as an oral presentation IAW FAR 15.102 as a supplement to the written proposal. Oral Presentation slides are due at time of presentation and are not required to be submitted by the due date for Volumes IIIa, IIIb, or combined III a & b.** These oral presentations shall act as supplemental and may augment the written proposal to be used for evaluation purposes. The location of the meeting will be either via Microsoft Teams or in person in Farmington, New Mexico; the date and time will be provided to each offeror included in Phase Two. The page limit for Volume III is 750 pages, excluding title pages, table of contents, resumes, and letters of commitment. The page limit for design concept renderings, models, illustrations, and drawings is 500 pages. The designs, models, illustrations, and drawings may be a separate volume, or counted/contained within the Volume III a & b combined proposal but is limited to the maximum page count of 750 pages combined and will not receive any additional page count limitations, whichever the offeror thinks makes the most sense regarding proposal flow and ability to follow the proposal logically by the evaluation team. The required number of copies for each volume is summarized below:

<u>Volume</u>	<u>Title</u>	<u>Hard Copies Required</u>	<u>Electronic Copies Required</u>	<u>Page Limitation</u>
III a	Proposal Design and Technical Proposal	0	1	250
III b	Designs, Models, Illustrations, &	0	1	500

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	Drawings	0	1	45 Slides
III c	Oral Presentations			
IV	Lump Sum Price Proposal	0	1	100

- (4) Separation of volumes. All copies of each proposal volume (i.e., all copies of Volume I) are to be individually labeled identifying what the file contains (e.g. Volume I – Business Proposal) and submitted in separate files.

Any reference to a page limitation shall conform to the following requirements:

- a. Page count is per side and shall be double sided (electronic is per side/page and one slide per PowerPoint Presentation)
 - b. Pages are 8 1/2 "x 11"
 - c. Print size shall be a minimum of 12-point Times New Roman font
 - d. Margins shall be no less than 1/2"
 - e. Foldouts shall be held to 17" x 11" long in size, with each sheet counting as one 8 1/2" x 11" page per side
 - f. Pages must not include incorporations by reference (unless exception provided Vol I & III if separate Vol III provided for designs/models)
 - g. Page limit/page count does not include any project schedule or requested completed attachments. Examples of requested attachments include: resumes of key personnel, charts, required forms, PPQs, SF 1442, Section K representatives and certifications, schedule B pricing pages, etc.
 - h. Page limitations shall be treated as maximums. If exceeded the excess pages will not be read or considered in the evaluation of proposals.
- (5) Lump Sum Pricing Proposal (Volume IV). To permit objective evaluation of the technical proposal, no cost or price information shall be included in the qualification or technical proposals (Volumes II or III). **This includes the Small Business Proposal Document and Subcontracting Plan. No dollars shall be provided in the SB documents, only percentages.** Offerors shall provide a complete schedule and price proposal (Volume IV).
- (6) General. The technical proposal shall be identified as Volumes II (phase I) & III (a, b, and c of Phase II) of the offeror's proposal and shall be an orderly, specific, and complete document in every detail. It should be presented in a manner which allows it to "stand alone" without the need to reference other documents. It should convincingly describe the capability of the offeror's organization to participate in this project and effectively demonstrate a thorough understanding of the work statement contained in Part I, Section C of this solicitation. The proposal shall be organized and written so that it can be easily read and meaningfully evaluated by Reclamation personnel from a variety of different functional and technical disciplines. It should be a coherent document free of internal inconsistencies as well as inconsistencies with other volumes of the proposal.
- (7) Use and Disclosure of Proposal Information. In accordance with 1452.215-71 Use and Disclosure of Proposal Information - Department of the Interior provision of this solicitation, offerors shall mark trade secret, or confidential commercial or financial information contained in the proposal with the restrictive legends specified. The offeror shall also clearly and separately mark all proprietary information (as defined in FAR 3.104-3) contained in the proposal with the restrictive legend "Proprietary Information."
- (8) Format and General Content. To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the qualification and technical proposals:

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- Table of Contents. The Table of Contents shall list all sections of the qualification and technical proposals. Any future amendments, additions and/or revisions to the proposal shall be included in an updated Table of Contents. The Table of Contents shall be formatted by the Qualification and Technical Evaluation Factors in the following manner:

Qualification Evaluation Factors (Volume II – Phase One)

- Evaluation Factor 1: Past Performance / Experience
- Evaluation Factor 2: Teaming Arrangements
- Evaluation Factor 3: Key Personnel
- Evaluation Factor 4: General Technical Approach
- Evaluation Factor 5: Safety

Technical Evaluation Factors (Volume III – Phase II)

- Evaluation Factor 1 – Proposal Design and Technical Approach
- Evaluation Factor 2 – Project Management Plan and Schedule
- Evaluation Factor 3 – Small Business Participation and Indian Preference Hiring Plan
- Evaluation Factor 4 – Lump Sum Price Proposal

- Index. The Index section shall cross reference the statement of work/specifications/performance work statement to the terms of the proposal and indicate how the proposal conforms to the evaluation factors contained in Part IV, Section M;
 - The tabs shall conform to the Table of Contents to the terms of the proposal and indicate how the proposal conforms to the evaluation factors as shown above.
 - Enclosures. The Enclosures Section shall include a list of any tables, drawings, charts, and any other enclosures which summarize data or information;
- (9) Labelling: Each volume of the proposal shall be provided separately in individual electronic documents. Be sure to apply all appropriate markings, including those in FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.
- (10) Electronic Offers: Indicate on each document or folder the solicitation number, volume number and title. If files are compressed, the necessary decompression program must be included. The electronic copies of the proposal shall be submitted in a format readable by Microsoft Office 365 Suite, and Adobe Acrobat 2017 programs. PDF, Word, or Excel format is required for all documents including drawings, cut sheets, and related type documents. PDF is the preferred format, but if a document cannot be fit in PDF, or causes formatting issues, submittal in Word or Excel is acceptable.
- (11) Terminology Note: The proposing offeror is referred to throughout this solicitation as different terms. Offeror (capitalized), offeror, design-builder, contractor, company, firm, etc. All refer to the entity submitting a proposal in response to this solicitation. There should be no differentiation applied for differing terms.

Directions for submitting electronic copy of proposal:

Preferred: Microsoft Teams Electronic Proposal Instructions

Phase I: No later than April 13, 2023, at 2pm MT, the entire below process shall be completed.

Phase II: Details will be provided in the emails/notices sent to the short-listed firms for Phase II proposal date and time cutoffs.

Email aloveless@usbr.gov & cc ajones@usbr.gov no later than 2 business days before proposals are due to let us know that you plan to

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submit the electronic copy of your proposal. It is the contractor's responsibility to confirm that this email is received by Reclamation.

The next steps in the process are:

- (1) You will receive an email from aloveless@usbr.gov or ajones@usbr.gov with a link to a Microsoft Teams Invite. Click the link to the Teams invite and you should have access to the Teams' folder made specifically for each offeror. Only the individual that emailed Reclamation will have access to the folders.
- (2) Upload a Test document into team in Microsoft Teams and confirm with Amy Loveless or Ashton Jones that it was received.
- (2) You can then upload your proposal documents to the folder, but this must be completed before solicitation closing date/time.
- (3) After you complete the above process, email or call Amy Loveless or Ashton Jones to confirm receipt by Reclamation.

If you have technical problems completing this process, contact Amy Loveless or Ashton Jones. It is suggested that you do not wait too close to the proposal due date/time to complete this process. It can take time for you to upload your large proposal documents.

Backup/Alternate: Kiteworks Electronic Proposal Instructions

Phase I: No later than April 13, 2023, at 2pm MT, the entire below process shall be completed.

Phase II: Details will be provided in the emails sent to the short-listed firms for Phase II proposal date and time cutoffs.

Email aloveless@usbr.gov & cc ajones@usbr.gov to let us know that you are ready to submit the electronic copy of your proposal. It is the contractor's responsibility to confirm that this email is received by Reclamation.

The next steps in the process are:

- (1) You will receive an email from secure.usbr.gov. The subject of the message will show the email is from Amy Loveless or Ashton Jones. If you do not see this email, check your SPAM folder.
- (2) The text of the email informs you that the link to send Reclamation a file is good for a specific number of days.
- (3) When you click on ACTIVATE in the email, you will be taken to a screen to create a password. The password must be at least 12 characters long and contain at least one uppercase letter, one lowercase letter, one number, and one special character.
- (4) You will be taken to a screen where you can upload the files that make up your proposal.
- (5) After you complete the above process, email or call Amy Loveless or Ashton Jones to confirm receipt by Reclamation.

If you have technical problems completing this process, contact Amy Loveless or Ashton Jones. It is suggested that you do not wait too close to the proposal due date/time to complete this process. It can take time for you to upload your large proposal documents.

- (12) Elaborate brochures or documentation, detailed artwork, or other embellishments are unnecessary and are not desired.
- (13) The proposal acceptance period is specified in Block 13 (D) of Section A (Front Page) of the solicitation. Offerors providing less than the specified calendar days for Government acceptance after the date offers are due may be considered non-responsive and may be eliminated.

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(14) In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy (an electronic copy) of all unsuccessful proposals.

(15) Discrepancies: If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the CO and CS in writing with supporting rationale. The Offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

PHASE ONE SUBMISSION REQUIREMENTS – REQUEST FOR QUALIFICATIONS: The following information and structure must be used in the Qualifications Proposal:

Volume I – Business Proposal, Representations, Certifications, and Other Statement of Offerors

(a) Business Proposal Representations, Certifications, and Other Statement of Offerors (Volume I). Volume I shall incorporate the other Volumes by reference but shall not physically include them. It shall consist of:

- a. A fully executed Solicitation, Offer, and Award form (SF 1442) required by Part I, Section A of this solicitation. It shall be used as the cover sheet (or first page) of each copy of Volume I. The following must be included in the cover page:
 - Full Name of Company
 - Main Contact for the Project Including Phone Number and Email Address
 - Company Address
 - Company Phone Number (if different from Main Contact)
 - Company Unique Entity Identifier (UEI – previously DUNS)
 - Company DUNS and Tax ID Number (for construction reporting)
 - Company Cage Code, and
 - Company SAM Expiration Date;
- b. Fully executed and completed offeror representations, certifications, and acknowledgments required by Part IV, Section K of this solicitation;
- c. Additional information required by the solicitation to be furnished by the offeror which is not required to be obtained in another volume of the proposal;
- d. Make-or-buy program (if applicable);
- e. Requests for any waivers of any solicitation provisions or contract clauses; and
- f. A summary of any exemptions from, or deviations to, any other solicitation requirements.
- g. Request for Proposal Amendments: (if applicable) Acknowledgement of all amendments. Copy of any signed amendments does not count against/towards the page limitations.

(b) Exceptions to Solicitation Requirements: Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, in addition to those identified as evaluation factors. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation, or specifications, to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. This must be called out clearly in the proposal. ***Reclamation reserves the right to reject any and all exceptions to the solicitation and if the exception is to a major term or condition of the solicitation the proposal may be thrown out and not considered for award.***

Volume II – Statement of Qualifications (SOQ)

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Pricing - For the Qualification Proposal to be evaluated strictly on the merit of the material submitted, no price information is to be included in Phase One of the Selection Process. In addition, no detailed design should be provided with this proposal.

The following information should be provided in the Qualification Proposal to address each evaluation factors and subfactors.

Evaluation Factor 1: Past Performance / Experience

Past Performance:

- (a) Offeror shall provide past performance questionnaires (PPQs) on all projects identified under Evaluation Factor 1: Past Performance / Experience. The offeror shall submit the PPQs to their references and have the references complete and return the questionnaires via email to the offeror directly to submit with its proposal, or the references may submit directly to aloveless@usbr.gov and carbon copy ajones@usbr.gov by the date and time indicated on the form whichever is preferred by the offeror. The PPQ is included in Section J, Attachment No. 5: Past Performance Questionnaire. The government is not responsible for ensuring the receipt of PPQs from contractor references; it is the contractor's responsibility to follow-up with reference submissions.
- (b) Past performance shall be provided at the prime contractor level either as the designer or builder of a design-build team with at least one project attributable to each the designer and builder; past performance will not be accepted for responsibilities on a design-build team as a tier-two or lower sub-contractor or sub-consultant. Past performance may be evaluated as a tier-one subcontractor (e.g., design builder team; builder was prime contractor and designer was subcontracted by the builder firm as the designer of record/tier-one subcontractor or vice versa). **Emphasis should be placed on providing past performance information on water treatment projects where the designer and builder teamed together for the project if separate entities.**

Experience:

- (c) The experience listed in evaluation factor 1 shall include:
 - Experience of the entity performing as the principal designer,
 - Experience of the entity that is performing as the principal builder, and
 - Experience of the design-build team members that have performed together on previous projects.
- (d) Past performance shall specifically state success in documentation management, cost control, schedule control, scope control, quality control, and objectives satisfaction.
- (e) Offerors shall provide satisfactory experience on projects of similar scope, complexity (i.e. including plant expansions, with low finished water total organic carbon (TOC) requirements, and an operations and maintenance (O&M) component) within the past ten (10) years, including the number of water treatment plants completed. Similar Scope and complexity can include WTP rehabilitations, retrofits, and expansions of \$70 M or greater, as well as all WTP construction and design experience of a minimum of 5 MGD, but the experience will be considered more relevant the closer the output is to or is greater than 37.6 MGD. Performance of WTP rehabilitations, retrofits, and expansions less than \$70M will also be considered IAW the sliding scale in Section M (further under \$70M the less relevant the project is. Offerors shall provide experience on one (1) to four (4) projects completed within the last ten (10) years reasonably similar in the scope and complexity of the requirements under this solicitation/contract, including, but not limited to, number of commissioned facilities, SCADA system integration, FISMA compliance and cybersecurity, and unique challenges faced during design, construction, and commissioning.
- (f) Offerors shall describe experience in meeting similar finished water quality to the requirements included in Section C (specifications). Offerors shall describe water treatment plant operation experience.
- (g) The following project experience types are listed in descending order of importance:

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- a. Water Treatment Plant design-build
 - b. Water Treatment Plant design-build rehabilitation, retrofit, and expansion
 - c. Wastewater Treatment Plant design-build including rehabilitation, retrofit, and expansion
 - d. Water or Wastewater Treatment Plant design-bid-build
 - e. Major Water or Wastewater Construction, design-build \$100M or higher in value
 - f. Water Treatment Plant operation
- (h) Offerors shall describe experience working with each owner and various partners on individual projects. Offerors shall include a table that cross-references:
- a. all projects,
 - b. projects that were evaluated,
 - c. treated water capacity,
 - d. cost,
 - e. treatment process,
 - f. location,
 - g. all team members,
 - h. all subcontractors, and
 - i. the staff that are identified in “Key Personnel” who worked on each project.
- (i) The table can list up to 20 projects. Of the 20 projects, the table can include one (1) to five (5) detailed past performance/experience projects that highlight key personnel experience. Offerors shall describe each project’s primary companies involved and the respective role, including key subcontractors.
- (j) Definition of Key Subcontractor/Key Supplier: A key subcontractor/supplier is defined as either 1) a subcontractor that is performing a critical path schedule function or supply (pumps, motors, major mechanical supplies, electrical, SCADA design and integration, earthwork, etc.) or 2) a subcontractor that will receive a subcontract in excess of \$1.5M. Both definitions apply and are not exclusive of one another, both could apply to the same key subcontractor or supplier, in which case they should be discussed in the proposal.
- (k) Provide a table that lists up to 10 water treatment plant operation projects. Offerors shall describe each project operator’s company name, start and end of contract dates, number of operators, treatment plant size, and process type. Experience can be met by either the prime contractor or a key subcontractor.
- (l) Provide a table that lists up to 10 water distribution system operator projects. Offerors shall describe each project’s primary company name, start and end of contract dates, number of operators, miles of distribution system, number of users. Experience can be met by either the prime contractor or a key subcontractor. This experience should also highlight SCADA integration.
- (m) Offeror shall provide experience evidence on projects by completing the Project Information Worksheet for each identified project. The worksheet is included in Section J, Attachment No. 6: Project Experience.
- (n) If an offeror has no relevant past performance, the Offeror shall state in their proposal that it possesses no relevant, directly related, or similar past performance and an explanation as to why past performance information is not available.

Evaluation Factor 2: Teaming Arrangements

- (a) Offeror shall submit teaming arrangements that state organizational partnerships between all entities performing work during design, construction and O&M phases. Provide a project organizational structure/staffing plan to show how these positions will interact and relate to each other and to each phase of the project (i.e. design, prime constructors, construction, O&M, etc.). This may include one or multiple organizational charts for each phase of the project. At a minimum, please address the following roles and responsibilities:

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- overall project design-build management
- construction management,
- design management,
- key subcontractors, suppliers, and subconsultants,
- water treatment plant and lateral commissioning, and SCADA integration
- O&M.

Explanation of teaming arrangement should clearly articulate roles, responsibilities, and the reporting relationships between all entities previously noted. Additionally, identify the percentage the design, construction, and O&M work activities distributed amongst the identified entities.

- (4) The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15 percent of the total amount of work to be performed under the contract (See FAR Clause 52.236-1 “Performance of Work by the Contractor”).

- (b) Teaming arrangement description as applicable- The offeror shall submit a complete and detailed teaming agreement that includes the following: (1) information that is substantially the same as that of the Design-Build Institute of America (DBIA) Teaming Checklist or (2) the American Institute of Architects (AIA) – Associated General Contractors of America (AGC) Design-Build Teaming Agreement.

Evaluation Factor 3: Key Personnel

- (a) The offerors are required to complete the document “Resumes of Key Personnel Proposed for this Contract” which addresses the education and relevant experience of the proposed Key Personnel. The document is included in Section J, Attachment No. 7: Key Personnel. Relevancy of experience is defined as work in a similar or related role for each key personnel proposed for this solicitation in one of the following project types, which are listed in descending order of importance:

- Water Treatment Plant design-build including rehabilitations, retrofits, and expansions.
- Wastewater Treatment Plant design-build including rehabilitation, retrofit, and expansion
- Water or Wastewater Treatment Plant design-bid-build
- Major Water or Wastewater Construction, design-build \$100M or higher in value
- Water Treatment Plant operation.

- (b) Key Personnel and Alternate Key Personnel: The offerors are required to submit a fully completed “Resumes of Key Personnel Proposed for This Contract” document to address the education and experience of the proposed personnel. One worksheet shall be completed for each primary key personnel position below and identify an individual for each position.

- Design-Build Project Manager(s)/Director
- Construction Project Manager
- General Superintendent
- Lead Designer-of-Record
- O&M Manager
- Lead Water Treatment Designer
- Lead Architect
- Conveyance System Communications and Control System Integrator/Lead Commissioning Agent
- Safety Manager

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- QC Manager

* All Key Personnel and Alternate Key Personnel must have a minimum of 10 years' experience in the subject role.

(c) Offeror should provide the following:

- a table of key personnel and all relevant projects identifying who has worked on which projects.
- evidence that the proposed and alternate key personnel have current knowledge, skills, and abilities
- a table of key personnel licenses in the most relevant state(s)
- evidence that the proposed and alternate key personnel have current knowledge, skills, and abilities
- a list of other professional credentials (Leadership in Energy and Environmental Design (LEED), AIA, DBIA, Professional Engineer (PE), Project Management Professional (PMP), etc.) commensurate with the scope and magnitude of the work presented in this solicitation for the positions in the list above in paragraph (b).

(d) The offeror shall include a statement of assurance that the proposed key personnel will be available for the work under this solicitation and that in the event a person named as the primary is not available, that the proposed alternative will be utilized. Should neither the primary nor the alternate key personnel be available under this solicitation at the time of award, the Offeror's proposal may be disqualified if the replacement is not, at least, of the same quality as determined and approved by the Government Contracting Officer (CO) and Contracting Officer's Representative (COR).

(e) An individual may be proposed for more than one key role (with the exception of the safety manager and quality control lead/manager); indicate on the Key Personnel Worksheet (Attachment #7) all roles that an individual will assume under this solicitation; training and experience should clearly state that an individual has the necessary skills to perform each role for which the individual is proposed.

(f) Offeror shall also provide a responsibility matrix and management plan which outline in detail the roles and responsibilities of the positions identified above as well as the methodology and approach the Offeror will use to manage the project from a personnel perspective. The responsibility matrix shall clearly identify roles and responsibilities between the key positions. As a minimum the management plan should address hiring concerns, retention concerns, and mitigation plans for loss of key personnel. It is assumed that the management plan will be in effect if chosen for award and will substantially dictate how the project will be managed.

(g) Offeror should identify how each position will contribute to the success of the project. Key Positions shall demonstrate that each individual possesses a minimum of 10-years' experience in the role that he/she is proposed in this solicitation. Positions shall show the applicable knowledge areas, skills, abilities, including licenses and other professional credentials (LEED, AIA, DBIA, PE, PMP, etc.) commensurate with the scope and magnitude of the work presented in this solicitation. Offerors shall provide evidence that each of the proposed designers, architects, and engineers of record have an active and in good standing license in the State of New Mexico to practice engineering or architecture, respectively, in his or her respective discipline in accordance with the New Mexico Board of Licensure for Professional Engineers and Professional Surveyors requirements or the New Mexico Board of Examiners for Architects requirements, or provide evidence that each of the proposed designers, architects, and engineers of record have an active and in good standing license in another state and a plan for obtaining necessary professional licenses within the State of New Mexico within two (2) months of contract award.

(h) Craftwork, electrical, and NM licensing: Specialty craftwork and electrical professionals/key subcontractors must show evidence of NM licensure if a license is required to perform within the state of NM or have an active and in good standing license in another state and a plan for obtaining necessary licenses within the State of New Mexico within six (6) months of contract award.

Evaluation Factor 4: General Technical Approach

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Based on the information presented in Section C, the contract specifications, the offerors shall submit the following:

- (a) Narrative description of the overall work plan, as well as accompanying rationale if deemed an important aspect by the offeror;
- (b) Project management and coordination plan, utilizing a traditional design-build approach with the Government;
- (c) An integrated milestone schedule;
- (d) General means and methods for executing work addressing the principal components of the scope of work, including the 12-month plant commissioning, training phase, and O&M phase (with the potential addition of second 6 or 12-month O&M period that may include NTUA funding and NTUA interactions). More options for O&M may be added if required by the Navajo Tribal Utility Authority (NTUA) for transitioning of ownership post-commissioning.
- (e) General narrative for how the design-builder will account for life-cycle costs in the water treatment plant and associated infrastructure;
- (f) A list of projected risks and mitigation measures for such work, including identifying any weaknesses in section C, aka Technical Criteria Package (TCP);
- (g) Means and methods of quality control for design including a narrative of the offeror's constructability review process;
- (h) Means and methods of quality control for construction including the offeror's plans for ensuring construction meets the designs and specifications; and
- (i) A complete and detailed description of the offeror's internal and external resources which will be utilized to complete the project, including use of internal divisions and groups, partners, and teaming arrangements.

Evaluation Factor 5: Safety

- Reclamation places a large importance on a safety culture. It is the main purpose of Reclamation's vision and mission statements to encourage and enforce a safety minded environment on all work sites. The offerors shall submit the following information:
- Project Specific Training Plan & Record of employee training and certifications: This should include a project specific plan for how the contractor will educate employees, document safety training, and any training records/documentation of specific competencies of employees to reduce safety risks. The focus is to show a culture of safety within the company and how the company maintains a safety focus or will maintain a safety focus for the length of the resultant contract. How will subcontractors be inclusive of safety plans? How will the offeror comply with the Reclamation Safety & Health Standards (RSHS) that can be found at <https://www.usbr.gov/safety/rshs/index.html>
- Offeror Specific, and Project Specific, Risk Assessment and Safety Plan: The plan should reflect the offeror's understanding of the site conditions and the specific work to be performed under this contract. Provide a detailed site plan and program in accordance with the RSHS. This plan should follow the format and requirements of RSHS' Appendix B ([Contractor Safety Program](#)). What key risks for safety have been identified by the offeror? How does the offeror plan to mitigate safety hazards that have been identified for the work to be performed at this location? How does the offeror's technical expertise, knowledge of regulations, and practical experience lend it to perform this requirement safely? Does the offeror have experience in the same geographical region, remote work site, similar climate, and know what Personal Protective Equipment (PPE) each employee will need? Include the capacity to complete the work safely. Should include management's ability to adapt to and coordinate unforeseen events, as well as current workloads and resources. Is pre-job/pre-task planning performed before identified higher-risk activities?
- Liability and Regulatory Qualitative History: Reclamation is less concerned with OSHA injury/illness, total recordable case incident rates (TCIR), Days Away, Restricted or Transferred (DART), and lost time incident rates (LTIR), than it is with the approach and corrective actions the contractor took when an incident did occur. Emphasis is being placed on the contractor's culture and record of incident management vs. the traditionally required incident rates. However,

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Reclamation will factor into ratings the seriousness and number of safety violations, including OSHA violations. Offeror should include, if applicable.

- i. If available, two to three recent (within three years from date of proposal) and most significant safety incidents that are relevant to the work of this contract to include 1) how the company responded to the incident, 2) what corrective actions were made to help mitigate/avoid a repeat incident, and 3) to date was the event repeated? Negative value is only assigned on the basis of incident response, not the severity of the incident provided (i.e. no negative weighting for the incident occurring). The purpose is to gauge the company’s culture of safety, not judge the event itself.
 - ii. All safety awards and certifications (if none, state so in the proposal)
 - iii. Any steps taken to improve the safety culture and describe how the safety manager wraps into the bigger picture.
- Project Specific Corrective Action Plan: If an event were to occur on this resultant contract, how would the offeror respond to it? How would the offeror handle reporting? How will Reclamation be notified? How will corrective action be implemented? Who can stop an unsafe work practice on site?

***** A MINIMUM OF THREE AND A MAXIMUM OF FOUR MOST HIGHLY QUALIFIED FIRMS WILL MOVE ON TO PHASE TWO *****

PHASE TWO SUBMISSION REQUIREMENTS – REQUEST FOR PROPOSALS: The following information and structure must be used in the Technical Proposal:

Note: The contractor/Offeror may choose to submit volumes IIIa and IIIb together or separate based on their preferred proposal preparation method/experience. Volume IIIc is due at the time of oral presentation and is not due by the RFP closing date and time for volumes IIIa, IIIb, and Volume IV. If submitted together the page limitations may be combined for a total of 750 pages for volumes IIIa, IIIb and no more than 45 slides for IIIc. If submitted separately, please see page limitations above. There are not separate requirements for the volumes. Narrative is IIIa and drawings/charts, etc. are IIIb. These may be integrated into one proposal or separated at the Offeror’s discretion, if combined it will be labeled as volume III a & b combined, and oral presentation slides will remain IIIc.

Stipend: The unsuccessful offeror(s) from Phase II will receive a stipend of **\$3M** in the form of an individual purchase order that the offeror(s) may invoice against. The stipend is non-negotiable and is not intended to cover all proposal preparation costs. The stipend is meant to lessen the expected financial impact of preparing an unsuccessful proposal in response to this project, not reimburse for all actual costs.

Technical Proposal (Volume III)

Pricing: For the Technical Proposal portion of Phase II to be evaluated strictly on the merit of the material submitted, no price information is to be included in Volume III of the Selection Process. Reclamation will only provide the data it has available from its own pilot testing. The contractor, at its own discretion and expense, is authorized to perform further testing if it decides to, and if it is not prohibited by law or permit.

The following information should be provided in the Technical Proposal to address each evaluation factor and subfactors.

Evaluation Factor 1: Proposal Design and Technical Approach

Offerors shall provide a complete and thorough understanding of all features of work required under this solicitation and present the complete proposal design of the Water Treatment Plant including; renderings, models, illustrations, drawings, narratives, and/or other documents in accordance with Section 01 81 05 – General Performance Requirements in Section C, the contract specifications, RFP submittal requirements for RSN 01 81 05-3 (Design Proposal), to appropriately convey the design as defined within the project scope. Proposal design in 01 81 05 is less than a full 30% design, and Reclamation still expects that a full 30% design will be submitted for

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review after award by the successful awardee within approximately 90 calendar days from date of award. Include the following information:

- (1) Water treatment process design
- (2) Systems narratives (electrical, mechanical, SCADA, HVAC)
- (3) San Juan Lateral Integration and Commissioning
- (4) Design drawings
- (5) Start-up flows
- (6) Future installation plans
- (7) Operations and Maintenance of the WTP and lateral
- (8) Security and Vulnerability Plan
- (9) Design Tools
- (10) Life Cycle Cost Estimates
 - Identify life cycle costs for the WTP: Apply the WDBG Life-Cycle Cost Analysis Method.
 - Capital Costs: List assumptions related to capital costs and when the construction of future installation(s), if any, would take place.
 - WTP Components:
 - i. List components requiring maintenance or replacement during the life of the WTP and provide estimated costs for maintaining or replacing each component
 - ii. Provide replacement schedule and present value cost for each component and describe assumptions.
 - Annual Costs:
 - i. Maintenance costs for water treatment process equipment and facilities.
 - ii. Subcontracted costs and labor required to operate and maintain the WTP.
 - iii. Third party expenses including: Offsite laboratory costs, permitting, miscellaneous professional services.
 - iv. Power Costs:
 1. Assume \$0.01219 per kilowatt-hour plus an electrical demand charge of \$5.18 per kilowatt per month.
 - v. Chemical costs including delivery.
 - vi. Maintenance equipment costs including forklifts, front end loaders, pickup trucks.
 - vii. Water treatment process waste disposal including waste quantities (volume/weight) and disposal costs.
 - viii. Total estimated cost for annual operation and maintenance of the WTP. Include estimated hours for each labor classification and assumed hourly rates including benefits.
 - Use a nominal interest rate of 3 percent and a market interest rate of 5 percent.
 - Assume 50 years duration for the life cycle cost estimate of the WTP. Calculated to start once the WTP is commissioned.
 - Flow rate for each year of WTP operation during the life cycle. Refer to Section 01 81 05 - General Performance Requirements.
 - Translate life cycle costs for any alternatives into total present worth value.
 - Show life cycle cost assumptions, steps, factors, calculations, and other applicable items.

Key Personnel and Alternate Key Personnel: The offerors are required to submit any changes to Key Personnel or Alternate Personnel previously identified in the RFQ, to include "Resumes of Key Personnel Proposed for This Contract" document to address the education and experience of the proposed change in personnel.

Reclamation Design Charrettes During Phase II: Reclamation intends to hold a minimum of three design charrettes, but no more than five, with each short-listed offeror in Phase Two based on their Proposal Design and questions associated with it. The first meeting will be conducted for a minimum eight-hour session approximately 3-4 weeks after the Phase II start date listed in the notification letters. The

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exact date and time will be coordinated shortly after Phase II notifications are distributed to the short-listed firms. The final Design Charrette will take place approximately 45-60 days prior to solicitation closing and Proposal Design submittal cutoff/due date. The remaining (up to three additional) Design Charrettes will be coordinated with each offeror individually as both parties agree, if the maximum of five charrettes are held. These Design Charrettes will be virtual and conducted via Microsoft Teams.

The Design Charrettes will consist of Reclamation technical personnel answering questions and advising each contractor in an objective manner. Each offeror may ask Reclamation any series of questions it deems appropriate during the meetings. The government members for design charrettes must all sign Non-Disclosure Agreements (NDAs) for each offeror’s sessions and copies of the NDAs will be kept on record. Each meeting is proprietary to each offeror and no details will be discussed with other offerors or government personnel without a direct need to know. The purpose of the design charrettes is to allow each offeror the chance to ask Reclamation critical questions and Reclamation to provide answers to each individual offeror based on each offeror’s perceived needs for successful Phase II completion. Reclamation will refrain from answering any directly competitive questions regarding other offerors, and questions pertaining to any other offerors will not be entertained.

Reclamation will not advise on any preference of the designs but will team and advise on technical questions that the contractor has. Reclamation is not responsible for any direction to the contractor on how to design the Water Treatment Plant and those decisions are left solely to the contractor. Reclamation will not direct any changes to the approach or design and will only answer or advise on relevant approaches and reasonable questions related to the contractor’s design and approach. However, Reclamation expects the selected treatment option to meet all performance and regulatory requirements.

Evaluation Factor 2: Project Management Plan and Schedule

The Offerors shall provide the following information:

Subfactor 2a: Design-Build Approach (Traditional Design-Build Approach): A narrative description of the overall work plan, including how the offeror will interact with Reclamation including keeping Reclamation informed of progress and major decisions; means and methods for executing work; expectations; working with local utilities, staging, material and equipment storage; and resource descriptions, including utilizing local labor as required by the contract in addressing the principal components of the scope of work. Repeating the requirements without elaborating on the specific tasks to be performed is unacceptable. Narrative should be concise, original, to-the-point, and reflect an understanding of what the specifications require, as well as what Reclamation is looking for as a finished product of the resulting contract.

Subfactor 2b: Design and Construction Schedule: Expanding on the schedule provided in the Phase One, the Offeror will update its proposed evaluation factor and milestones to provide a comprehensive management plan and evaluation factor addressing major milestones and critical path items for design and construction. Each milestone/critical path item should include a discussion on perceived risks in meeting the milestone, steps the offeror will take to ensure successful completion of the milestone, and potential methods of mitigating potential delays and/or impacts to the overall schedule. At a minimum, the schedule shall include the following requirements:

- a. The Critical Path Method (CPM) of planning and scheduling construction activities are arranged based on activity relationships and network calculations to determine when activities can be performed, and the critical path of the project established;
- b. A work breakdown structure and networking logic. Detail to indicate the sequencing of the principal components of work and other activities;
- c. A Gantt chart indicating durations, start and finish dates of the principal components of the work, and other milestones.
- d. Method of technical and product submittals to the government team, as well as method the contractor will setup to ensure any non-conforming items are addressed by the offeror if the government identifies items that do not comply with the specifications. Submittals are to be submitted as ‘For Informational Purposes Only,’ however if the government identifies any deficiencies a

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channel must be available to 1) communicate the deficiency/concern with the offeror, 2) system in place to show that the contractor is addressing the concerns systematically (e.g., monthly register, bi-weekly meeting agendas, etc.), and 3) binding promise that IAW the contract clauses, any non-conforming materials or craftsmanship must be repaired/replaced at no additional cost to the government.

The lack of submittal approvals required by the government does not alleviate the contractor from conforming with the specifications in the resultant contract, all materials and methods must conform with the specifications and are the sole responsibility of each offeror to ensure. Government checks and reviews are informational and are for courtesy purposes only, not binding or to be relied upon. If the government notices deficiencies, it will communicate the error/item to the contractor, the contractor must correct the deficiency and ensure specification compliance. However, Reclamation realizes it must not direct changes to the design or efforts, only ensure compliance with specifications.

e. Indicate the offeror’s planned sequence as it relates to the requirements contained in Section F (Commencement and 8585).

Subfactor 2c: For Information Only Submittals: Identify submittal preparation methods and maintaining timely submissions. Indicate type of Contract Document Management System (CDMS) program that offeror intends to use. Reclamation reviews are courtesy only and submittals shall be ‘for informational purposes only.’ Any deficiencies identified will be relayed to the contractor, but Reclamation is not to be relied upon to ensure specification compliance, that is the sole responsibility of each offeror.

Subfactor 2d: Risk Management: Expanding upon the risks identified in Phase One, identify and assign specific project risks to applicable responsible parties and show how the offeror plans to mitigate those risks. Additionally, identify the level of risk before and after risk mitigation strategies are employed.

Subfactor 2e: Quality Control (QC) / Quality Assurance (QA): Provide a summary of responsibilities and plans / actions to provide quality control / and quality assurance throughout the design and construction process.

- a. With respect to quality control for design, provide information on how design documents will be compiled from multiple sources and who will coordinate this effort. Provide information on how the design team has historically achieved 100% complete design document at pre-determined design milestones. Provide information on how the multiple design teams and personnel will collaborate to create an integrated design. Provide information on how the contractor will ensure design complies with the specifications without Reclamation approving the design submittals, etc. If an error is identified by the Reclamation team, how will this be corrected?
- b. With respect to quality control for construction, describe your quality control approach, corporate systems, and capabilities to maintain quality. Provide information on how the offeror will handle internal and external requests for information, shop drawings, progress meetings, site visits, contract completion, closeout, as-built, completion documentation, and commissioning. Describe how the third-party quality control subfactor will be provided and managed, including the reporting process within the organization.
- c. Because the offeror will be/is the designer of record that stamps all drawings and designs (through either its own resources or a key subcontractor), it is the responsibility of the contractor to perform its own quality assurance and not the government’s responsibility. Describe the offeror’s approach to perform quality assurance on its own efforts to ensure the quality control plan requirements are met and the contractor’s design-build specifications are followed. Provide a narrative for inspection and testing to ensure compliance with terms of contract. The government may perform field verification as needed to ensure the quality assurance and quality control plan requirements are followed but is not performing in any quality assurance or quality control capacity for this effort. If Reclamation field testing/construction inspectors do identify discrepancies in the products/actions, provide a generalized plan of how the offeror will handle those items and improve its QA program, as well as how the discrepancy will be corrected (generalized).

Subfactor 2f: Resource Management Plan: Provide a Resource Management Plan that describes the Offeror’s approach to ensuring staffing

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to complete the project; including the ability to staff up expand and reduce workforce should the need arise. Also, identify who is responsible for ensuring the necessary resources are available throughout the length of the contract, and shall include, but not necessarily be limited to the following requirements:

1. Address principal components of work and major activities;
2. Provide details of available resources to handle unforeseen problems and delays to maintain the schedule and completion dates; and
3. Identify significant restrictions, limitations, and key dates as related to construction durations and activities.

Subfactor 2g: Partnering (Reclamation Informational Meetings): The proposal shall include a narrative that describes in detail, how the Offeror will integrate Partnering into their approach from the design phase through construction. This will include Partnering with Reclamation (defined as keeping Reclamation aware of progress and major milestones/difficulties), Project Participants (key stakeholders), major sub-contractors, and major sub-consultants (not to exceed three pages). Reclamation understands this is a contractor-driven design. However, the intention of partnering is to collaborate on resolving challenges that arise during the project and work together to ensure that the requirements of the contract specifications are met for purposes of communication and coordination with stakeholders as the project progresses. Reclamation’s intent is not to change any cost or design choices made by the contractor that were accepted at the award of the contract.

Evaluation Factor 3: Small Business Participation and Indian Preference Hiring Plan

The Contracting Officer has determined the following minimum subcontracting goals (percentage of total planned subcontracting dollars) for this solicitation:

- (1) Small Businesses – 44% total
- (2) Small Disadvantaged Businesses – 5%
- (3) Woman-owned Small Businesses – 5%
- (4) HubZone – 3%
- (5) Veteran Owned Small Businesses – 0%
- (6) Service-Disabled Veteran Owned Small Businesses – 3%

Minority Workforce Goals IAW Federal Register Vol. 45 No. 194 & 41 CFR Part 60-4; 45.9% for NM.

Changes from Previous Efforts: Offerors are required to submit the small business participation values as a percent of the total contract value, not only the percentage of the subcontracted dollars. No SB documentation is required for SB offerors. SB offerors receive full credit for the small business portion of this evaluation factor. Large business offerors will need to submit two separate documents in response to this solicitation. SB subcontracting plan (Attachment #8) is still required to be submitted as well as the Small Business Participation Document (SBPD). The SBPD and Small Business Subcontracting Plan are two separate documents. Do not include dollars in this Evaluation Factor 3 subcontracting plan attachment, only percentages. Include dollars for subcontracting in the pricing volume (Factor 4).

Offeror shall provide a Small Business Participation Document (SBPD) to include the following:

a. For Large Business Offerors

1. Identify the extent of participation of small business prime offerors and small business subcontractors in terms of the value of the total acquisition (total contract value) (i.e., binding commitments will become enforceable/contractual requirements). **This information shall be identified as a percentage, not dollar values. DO NOT SUBMIT ANY PRICES IN VOLUME III SB DOCUMENTS – ONLY PERCENTAGES.** If dollars are required to state

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information accurately, submit the SBPD with Volume IV vs. Volume III and annotate this in your proposal.

2. Provide the extent to which your firm has met or exceeded DOI subcontracting goals for small and socio-economically disadvantaged businesses on previous projects, and expectations for this project.
 3. Demonstrate substantive commitment to small business firms, such as, letters of commitment, Joint Ventures, mentor/protégé agreements, or other demonstrations of commitment (i.e., binding commitments will become enforceable/contractual requirements)
 4. Identify the type and variety of the work the SB subcontractors are to perform (i.e., binding commitments will become enforceable/contractual requirements)
 5. Provide detailed explanations and documentation supporting the proposed quantitative SB participation.
 6. Provide information substantiating that your firm is complying with the requirements in FAR 52.219-8 - Utilization of Small Business Concerns.
 7. Provide information on any awards you received within the past three years for outstanding support to SB, SDB, WOSB, HUBZone, and SDVOSB.
 8. Provide final SF-294s, Subcontracting Report for individual contractors, on your three most recently completed contracts, or any other documentation showing compliance with the utilization of SB, SDB, WOSB, HUBZone, and SDVOSB requirements of those contracts. Include the dollar value percentage of work (of total contract value) subcontracted to large business, SB, SDB, WOSB, HUBZone, and SDVOSB for each.
 9. Provide performance evaluation ratings obtained on implementation of subcontracting plans for three recently completed contracts.
- Not evaluated as part of the source selection but still required per FAR 52.219-9 – Applied prior to award. (This is separate from the SBPD above in items 1-9):*
10. Provide the solicitation attachment number 8 – “Subcontracting Plan Template” as part of the proposal process. Template must be tailored to this procurement and should reflect complimentary information (does not conflict with) the SBPD above. Provide the subcontracting goals in terms of percentages of total contract value, not subcontracting dollars only. If the dollar amounts must be provided to state information accurately, submit the subcontracting plan with Volume III vs. Volume II and annotate this in your proposal.

b. For Small Business Offerors

1. A SBPD and SB Subcontracting Plan are not required for small business offerors.
2. Provide information on any awards you received within the past three years for outstanding support to SB, SDB, WOSB, HUBZone, and SDVOSB.
3. Provide a list of your three most recently completed contracts. Include the dollar value percentage of work (of total contract value) subcontracted to large business, SB, SDB, WOSB, HUBZone, and SDVOSB firms.

c. For Joint Ventures – Teaming Arrangements

1. If you are submitting an offer as a joint venture or a teaming arrangement, identify, for each member of your joint venture or team, whether the member is a large business, SB, SDB, WOSB, HUBZone, or SDVOSB; and the percentage of total proposed price of the work to be performed by each member of your joint venture or team. If not considered a SB complete item 1-7 above.

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2. The Government will evaluate your joint venture or team as either a large business or small business based upon the information provided above.

The Offeror's proposed SBPD will be evaluated and supplemented by the information provided by the Offeror during the oral presentations, as well as the relevant slides provided by the Offeror for oral presentations.

Small Business Subcontracting Plan (Attachment #8):

Offerors Shall submit the Small Business Subcontracting Plan (Attachment #8) as a separate document from the SBPD above. The small business subcontracting plan is only required for large business offerors. Small business offerors are not required to submit any subcontracting plans. No dollar amounts are to be included in this volume. If dollar amounts are required to be presented submit a separate document with Evaluation Factor 4 (Lump Sum Price).

Small Business Subcontracting Plan shall be correct in detail and tailored for this requirement. References to other agencies should be removed and correct information and goals inserted. The offeror should discuss any limitations in small business participation thoughtfully, or at a minimum in a way that allows Reclamation to understand why the small business goals proposed were set at the numbers provided by the offeror.

Indian Preference Plan (IPP):

Offerors shall provide a narrative on how it intends to comply with the Indian Hiring Preference, as well as the expected subcontracting and internal labor hiring plan for Indian Preference (see Section H Special Clause). This plan may be separate from the SBPD or included in the same document.

- a. For Indian Owned Entities subcontracting projected use as well as Navajo Nation Labor Relations communication plan.
- b. For local Native American workforce utilization and training, including which positions are expected to be filled by local Navajo workers if available for hiring. How will the workers be mentored and trained, or assimilated into the company?
- c. A short narrative on how the firm intends to document compliance and efforts to hire and retain Native American labor. The contractor shall also identify how it will comply with the Native American/Indian Preference in its hiring and posting of subcontractor opportunities, as well as internal hiring processes.

Cost/Price Information. To permit objective evaluation of the technical proposal, **no cost or price information shall be included in the technical proposal.** However, the proposal shall include:

- (1) A breakdown of unpriced labor hour estimates for each labor category proposed to accomplish each task or phase of the work and the basis for each estimate;
- (2) Identification of the types and quantities of proposed materials and equipment necessary to perform the work; and
- (3) The number, duration, destination and purpose of each trip proposed for performing the work".

Electronic Reference Documents: All referenced documents for this solicitation are available on the SAM.GOV at <https://www.sam.gov>. SAM.GOV has recently replaced the previous Federal Business Opportunities (FedBizzOpps) website. Potential Offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation, including updates.

Oral Presentations:

Oral Presentations: The offeror shall prepare an oral presentation detailing its strategic outlook for this project (slides due at time of presentation, not Phase Two closing date/time), including but not limited to a summary of the offeror's Technical Approach, Experience, Key Personnel, and Small Business Participation and Indian Preference Hiring Plan. This information is intended to show the offeror's understanding of the Solicitation, including Specifications, and Reclamation's expectations for designing, constructing, integrating,

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commissioning, and operating a reliable water treatment plant.

The offeror will introduce its proposed management team and technical team and will describe the roles and responsibilities of each team member.

Describe the strategic management of water treatment plant design, construction, SCADA integration, commissioning, and operation for the resultant contract. Identify major events, accomplishments, opportunities, etc., that will result.

Give a synopsis of your company’s experience in water treatment plant design, construction, SCADA integration, commissioning, and operation similar in scope and complexity of the water treatment plant contained in this Solicitation. Explain how this experience benefits your company and Reclamation in successfully completing design, construction, SCADA integration, and operation of the subject water treatment plant.

Present any proposed performance objectives and measures you believe to be necessary and sufficient to illustrate and evaluate your mission success for design, construction, SCADA integration, commissioning, and operation for each Evaluation Factor in this solicitation.

Key Personnel: Identified Key personnel shall communicate their understanding of the specifications and the importance of successfully designing, constructing, integrating SCADA, and operating water treatment plants in support of the NGWSP mission within their responsibilities. Key personnel shall relay an understanding of major construction milestones as well as how their experience and qualifications allow them to successfully lead and manage their respective roles throughout design, construction, SCADA integration, commissioning, and operating (if applicable).

Oral Presentation and Delivery: Oral Presentations will be prepared and delivered using Microsoft PowerPoint at the appointed time and date. Slides are due at the time of presentation and should be received by Reclamation after oral presentation concludes, same business day is acceptable. Offerors have discretion on the format, organization, and conduct of their presentation with the exception that no video clips may be embedded in the presentation, no videos may be shown during the presentation, and the Required Key Personnel listed below must be present and must participate in the presentation. Unnecessarily elaborate presentations – beyond those sufficient to present a complete and effective response to this solicitation – are not desired. The oral presentations will be conducted virtually using Microsoft Teams, and therefore it is preferable to have individual computers/screens to present with for each speaker. Conference room cameras may be used if individual computers are not available.

Key Personnel Required to Present: 1) Design-Build Project Manager(s)/Director 2) Lead Construction Manager, 3) General Superintendent, 4) Lead Designer-of-Record, 5) Lead O&M Manager, 6) Lead Water Treatment Designer/Manager, 7) Lead Architect, 8) Conveyance System Communications and Control System Integrator

Additionally, key subcontractors may present in oral presentations if they are identified as key to the project and the prime contractor requests their presence.

During the presentation, the offeror must identify which personnel would be legally authorized to contractually bind the company (e.g. PM and Company Lead, VP, President, etc.).

Offerors are cautioned to minimize duplication of material otherwise presented in the technical volume and to ensure consistency of the oral presentation in other parts of its proposal. When an oral presentation includes information that the parties intend to include in the contract as material terms or conditions, the information shall be put in writing and provided to the government. Incorporation by reference of an oral statement is not permitted.

Offerors must include an outline for the presentation and all slides must be indexed to this outline and marked accordingly to facilitate presentation flow.

The government will provide individual invites to offerors through Microsoft Teams. Invites can be forwarded to the required personnel of each contractor. A physical meeting will not be conducted, and all presentations will be completed remotely.

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Requests for physical meetings will be denied.

Delivery: Offeror’s presentation is limited to a maximum of a 120-minute presentation to include introductions, followed by a 60-minute Q&A session if needed (see Oral Presentation Schedule table below).

Reclamation does not intend to ask questions during the offeror’s prepared portion of its oral presentation. Reclamation will hold questions until after the presentation has concluded. The following guidelines will be used:

All communications will be directed to and controlled by the Contracting Officer and/or the designated Contracting Officer’s Representative/TPEC Chair. Sidebar conversations shall be limited to maintain an orderly proceeding.

After completion of the offeror’s presentation, the Reclamation team will present the Offeror with Reclamation’s questions, if any. The offeror will be provided adequate time to prepare its response(s) and will provide its response(s) to the Reclamation team. If Reclamation has no further questions, the oral presentation will conclude after the Q&A session. Reclamation does reserve the right to ask additional questions of the offeror based on the offeror’s responses to the initial questions.

Reclamation will schedule the oral presentations based on drawing lots and will notify the Offeror’s designated contact within thirty to forty-five (30-45) calendar days after receipt of Phase Two proposals of the date, time, and other instructions related to its oral presentation. The oral presentations will commence approximately three to four weeks after receipt of Phase Two proposals and may be delayed depending on how many proposals are received in Phase Two. Times presented are for estimates only and will be finalized after receipt of phase two proposals. Reclamation reserves the right to schedule an Offeror’s presentation at its discretion. Reclamation will not consider a request from an Offeror to reschedule its presentation except under extenuating circumstances, e.g. personal illness or emergency and, if Reclamation agrees to reschedule it will be at Reclamation’s discretion. The schedule for oral presentations is below. The Reclamation team will strictly enforce the time limits. 15-minute breaks are pre-scheduled into the presentation schedule below.

The below schedule is for a maximum of two presentations per-day, for as many days as needed to accommodate oral presentations of Offerors, schedule may be adjusted based on the number of firms brought into Phase Two and is only presented for a generalized format but may be subject to change.

ORAL PRESENTATION 1 SCHEDULE		
Start Time	End Time	Activity
07:30 am	08:00 am	Presentation virtual lobby available to Offeror
08:00 am	08:10 am	Reclamation Introductions and Instructions
08:10 am	09:10 am	Offeror’s Presentation
09:10 am	09:30 am	Reclamation confers to see if any questions need to be added
09:30 am	10:00 am	Reclamation’s questions (if any) provided to the Offeror and 30-minute break to consider questions
10:00 am	11:00 am	Offeror’s Q&A session with Reclamation
11:00 am	11:10 am	Closing Remarks/Conclusion of Oral Presentation 1
11:10 am	12:10 pm	Lunch Break, Preparation for Presentation 2
ORAL PRESENTATION 2 SCHEDULE		
Start Time	End Time	Activity
12:30 pm	01:00 pm	Presentation lobby available to Offeror
01:00 pm	01:10 pm	Reclamation Introductions and Instructions
01:10 pm	02:10 pm	Offeror’s Presentation
02:10 pm	02:30 pm	Reclamation confers to see if any questions need to be added
02:30 pm	03:00 pm	Reclamation’s questions (if any) provided to the Offeror

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		and 30-minute break to consider questions
03:00 pm	04:00 pm	Offeror’s Q&A session with Reclamation
04:00 pm	04:10 pm	Closing Remarks/Conclusion of Oral Presentation 1

Only key personnel identified are authorized to attend the oral presentations. It is the Offeror’s responsibility to present all material within the allotted time and only those materials presented during the allotted time for the oral presentations will be considered in the evaluation. Offeror’s must discuss each slide in the presentation in sufficient detail and allow sufficient time for Reclamation team members to fully comprehend the slide’s relationship and relevance to the Offeror’s proposal. Reclamation will make a recording of the presentation and will provide the offeror one copy within a reasonable time after contract award if requested by the offeror.

Volume IV, Pricing Proposal:

Evaluation Factor 4: Lump Sum Pricing Proposal

To permit objective evaluation of the technical proposal, no cost or price information shall be included in the technical proposal (Volume II – this includes the subcontracting documents. PLEASE DO NOT INCLUDE DOLLAR AMOUNTS IN THE SUBCONTRACTING DOCUMENTS/FORMS). Offerors shall provide a complete schedule and price proposal (Volume III).

The primary purpose of the Pricing Proposal Volume is to provide the CO and the team of evaluators an understanding of how the price proposal was developed. The price evaluation criteria of completeness, reasonableness, and Total Evaluated Price (TEP) as defined in Section M of the RFP will be assessed from the Offeror’s information provided in this volume.

Bonding Capability & Insurance: Submit a pre-qualification letter from a surety (not a bonding agent), that is listed on the Bureau of the Fiscal Service List of Certified Companies that can be found at <https://fiscal.treasury.gov/surety-bonds/list-certified-companies.html>. Offeror shall be bonded for a minimum single project amount of the proposed amount plus an additional 15% (e.g., proposal is \$10M, must be bonded for \$11.5M). Aggregate bond capacity shall also be submitted for evaluation. Ensure insurance policy will conform with the minimums in FAR 28.307-2 “Liability” prior to any award decision. *Submission:* The electronic copies shall be clearly identified. Scanned documents in PDF files are required for the Pricing Proposal Volume, Schedule B from the SF 1442 and shall be filled out and submitted with Volume III (Pricing Proposal). The contractor can, as an option, submit the pricing proposal (Contract Estimate Worksheet, Pricing Assumptions, Estimating Techniques, etc.) in Microsoft Word and Microsoft Excel as appropriate with the electronic submittal if needed to show any formulas or calculations that would be helpful for price evaluation. Word Documents and Excel spreadsheets must be editable and not password protected.

Cost or Pricing Information Requirements: IAW FAR 15.402, 15.403-1(b), and 15.403-3(a), “information other than cost or pricing data” may be required to support price reasonableness. If, after receipt of proposals, the CO determines that there is insufficient information available to determine the reasonableness of the proposed pricing the Offeror shall be required to submit additional information other than certified cost or pricing data. If, during the source selection process, the CO determines that adequate competition no longer exists, then cost or pricing data may be required.

Pricing Assumptions: Summarize all significant pricing assumptions, scope, limitations, and/or qualifications of the pricing proposal. The Offerors’ proposal shall be valid through time of award.

Estimating Techniques and Methods: When responding to the Pricing Volume requirements in the solicitation, the Offeror and associated subcontractors shall use generally accepted construction estimating techniques, such as RS means or equivalent to develop their estimates for the project. Pricing must be shown in sufficient detail to allow an understanding of the major cost drivers of the project by Reclamation, as well as to allow for the proper tracking and payment of progress payments throughout contract performance. Pricing submitted shall be easily understandable by laymen and should make sense to multiple trades on how dollars are spent to a reasonable level. Reasonable level can be determined/defined by the contractor, but dollars should be identifiable by major cost drivers at a minimum and allow for accurate progress payment processing, see Form J attached to the solicitation.

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Price Information: Information beyond that required by this instruction shall not be submitted unless the Offeror considers it essential to document or support its price position. All information relating to the proposed prices/rates, including all required supporting documentation, must be included in the section of the proposal designated as the Pricing Volume. Under no circumstances shall this information and documentation be included elsewhere in the proposal, with the exception of Schedule B pricing if separate and included with the SF 1442.

Rounding: All total dollar amounts provided shall be rounded to the nearest dollar.

Pricing Proposal at a minimum shall include;

- 1) Filled out/Completed Schedule B and Form J attached to this RFP with all Unit Prices
- 2) Proposed Lump Sum Price at proposal design submittal that acts as the contract ceiling. Lump Sum Price is to be paid in full to the successful offeror after successful completion of the contract. Lump Sum Price to be paid out in progress payments, not in any form of advance payment schedule, and will be paid as the project progresses. Long-lead items can generally be reimbursed with evidence of payment to supplier on a case-by-case basis/approval method. At final completion and successful submittal of all final as-built drawings, required submittals (O&M manuals, etc.) final payment shall release the balance of the Lump Sum Price to the contractor.
- 3) Lump Sum Price must include the full pricing volume at proposal design (as defined in specifications 01 81 05). Should include generalized rationale and data to allow for successful processing of modifications. Purpose is to provide Reclamation with the basic structure of the pricing groups to extrapolate that rationale to modifications as they surface. Pricing should include generalized labor groupings and Davis Bacon (DB) wage determination assumptions/application.
- 4) Pricing Assumptions: If an assumption has risk associated or takes any exception to pricing structures the offeror must provide accompanying rationale with any assumption or exception taken to pricing. Please note, if a change in contract pricing structure is proposed it is likely not acceptable and will be discarded. The basic contract type (FFP w/EPA – 10-15% adjustments) cannot be changed and is not subject to any negotiations.
- 5) The following listed items will be retained and applied to modification actions if applicable. This method allows using 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
 - e. – Equipment Rates – per piece of equipment
 - f. – Labor Rates – if over Davis-Bacon-Act (DBA) or non-applicable to DBA wage determination (e.g. key personnel, professional categories).
 - g. – Escalation Rates - if applicable per 12-month period from time of basic award.
- 6) Lump Sum Price Marked Clearly with no confusion as to the total amount considered by the offeror to be the Lump Sum Price.

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7) Subcontracting Plan (with dollars, no dollars in Volume II subcontracting copy) as identified under Evaluation Factor Three.

8) Offerors are hereby notified that even if cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuant to FAR 15.403-5(a)(1).

Additional Items:

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

(b) Cost Information in Other Volumes. No cost information shall be included in any other volume of a proposal unless required by paragraph (d) of the Technical Proposal Instructions -- Bureau of Reclamation provision of this solicitation.

(c) Page Numbering. All pages in the cost proposal shall be consecutively numbered (including pages with tables and exhibits). The offeror shall clearly identify all exhibits and supporting information.

(End of Provision)

L.12 52.216-30 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS – OTHER THAN COMMERCIAL ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION NOV 2021

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation (this provision only applies to the T&M CLIN).

(b) The offeror must specify separate fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit for each category of labor to be performed by-

- (1) The offeror;
- (2) Each subcontractor; and
- (3) Each division, subsidiary, or affiliate of the offeror under a common control.

(c) Unless exempt under paragraph (d) of this provision, the fixed hourly rates for services transferred between divisions, subsidiaries, or affiliates of the offeror under a common control-

- (1) Shall not include profit for the transferring organization; but
- (2) May include profit for the prime Contractor.

(d) The fixed hourly rates for services that meet the definition of “commercial service” at Federal Acquisition Regulation [2.101](#) that are transferred between divisions, subsidiaries, or affiliates of the offeror under a common control may be the established catalog or market rate when it is the established practice of the transferring organization to price interorganizational transfers at other than cost for commercial work of the offeror or any division, subsidiary or affiliate of the offeror under a common control.

(End of Provision)

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L.13 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 but shall not exceed \$3 million.
- (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.14 1452.233-2 – SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR JUL 1996 (Deviation)

- (b) 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)
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.15 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,

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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)

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SECTION M -- Evaluation Factors for Award

M.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
52.217-3	Evaluation Exclusive of Options	April 1984

M.2 WBR 1452.215-80 SOURCE SELECTION EVALUATION PROCEDURES – BUREAU OF RECLAMATION MAR 2021

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

(a) Technical evaluation. A Technical Proposal Evaluation Committee has been established to objectively evaluate technical proposals in accordance with the Evaluation Factors for Award -- Bureau of Reclamation provision of this solicitation. Technical proposals shall be submitted in accordance with the Proposal Instructions -- Bureau of Reclamation provision of this solicitation.

(b) Past performance evaluation. In addition to any other past performance information required under the solicitation, the contracting officer shall use past performance information available from the Contractor Performance Assessment Reporting System (CPARS) in the source selection process on offerors competing for awards in excess of the simplified acquisition threshold, unless the contracting officer has documented an exception from past performance consideration in accordance with FAR 15.304(c)(2)(iv).

(c) Cost or price evaluation. An objective cost or price evaluation of contract pricing proposals will be made in accordance with the Evaluation Factors for Award provision of this solicitation. Pricing proposals shall be submitted in accordance with the Proposal Instructions -- Bureau of Reclamation provision of this solicitation. A cost or price analysis will be performed to determine price reasonableness and any instances of unbalanced pricing, using one or more of the techniques at FAR 15.404-1.

(End of Provision)

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M.3 WBR 1452.215-83 EVALUATION FACTORS FOR AWARD—COST OR PRICE PREDOMINANCE – BUREAU OF RECLAMATION MAR 2021

(a) Award will be made to the responsible offeror submitting a proposal which conforms to the solicitation and is most advantageous to the Government considering the factors and any significant subfactors listed in this provision.

(b) In the evaluation of proposals, all evaluation factors other than cost or price (listed in this provision), when combined, are considered to be significantly less important than cost or price. The relative importance to be placed on the evaluation factors in relation to each other is contained in paragraph (e) of this provision. However, the degree of importance of non-cost or non-price factors may increase with the degree of cost or price equality between the proposals. If a proposal is determined by the Contracting Officer to be "technically unacceptable" as a result of evaluating all factors other than cost or price, the proposal may be rejected from further consideration. The Contracting Officer reserves the right to make award to other than the technically acceptable offeror with the lowest cost or price proposal if it is determined that the technical benefits of another offeror's proposal justify its higher cost/price.

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

(c) Pursuant to FAR 15.305(a)(1), a cost or price analysis will be performed to determine price reasonableness and any instances of unbalanced pricing, using one or more of the techniques at FAR 15.404 -1.

OWNERS OBJECTIVES: For consideration of the offerors in preparing the Phase I SOQ's and short-listed firms in preparing their Proposal responses to the Phase II RFP. Reclamation's objectives for consideration are as follows.

Quality: Provide treatment facilities and equipment that will be sustainable and will reliably produce required quantities of finished water in full compliance with the Safe Drinking Water Act requirements and applicable State, and Navajo regulations and contractual standards set forth in specification Section 01 86 46 – Water Treatment Performance Requirements.

Cost: Balanced construction and OM&R costs of the Water Treatment Plant, as well as sustainable, feasible, and affordable Operations and Maintenance (O&M).

Schedule: Achieve the scheduled completion date of 30 June 2029 for design, construction, and performance testing & O&M of the project.

Risk: Achieve an optimal balance of risk allocation between the owner and the Design-Builder.

Safety: Safety is paramount to Reclamation and is in both its Mission and Vision statements for the Agency. Implementation of an effective safety program is critical and should incorporate industry best practices.

PHASE ONE EVALUATION – QUALIFICATIONS ONLY / NO PRICING

(i) Short-Listing of the highest technically rated firms (minimum of three and maximum of four firms) will be decided and phase two RFP's will be sent to the responsible offeror(s) submitting a proposal which conforms to the solicitation and is most advantageous to the Government considering the factors and any significant subfactors listed in this provision.

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

The following evaluation factors and subfactors (if listed) will be considered in evaluating proposals and short-listing the firms based on qualifications:

PHASE ONE – REQUEST FOR QUALIFICATIONS EVALUATION FACTORS

- i. Evaluation Factor 1 – Past Performance/Experience

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- ii. Evaluation Factor 2 – Teaming Arrangements
- iii. Evaluation Factor 3 – Key Personnel
- iv. Evaluation Factor 4 – General Technical Approach
- v. Evaluation Factor 5 – Safety

(e1) The relative importance of the evaluation factors is as follows, listed in descending order of importance:

- i. Evaluation Factors are listed in descending order of importance.
 - ii. All subfactors within an evaluation factor are of equal importance.
 - iii. Price will not be evaluated in Phase One.
- (a) **Evaluation Factor 1 – Past Performance / Experience:** Past performance information will be gathered from offeror submissions, Government databases such as the Contractor Performance Assessment Reports System (CPARS) and/or using Government and commercial customer interviews and questionnaires. Only recent and relevant past performance information will be considered. Offerors without any past performance will be rated as neutral. For the purposes of this RFP neutral is rated as “Satisfactory.”

“Recent” is defined as performance less than ten years old. The Government will not consider performance on contracts/task orders where performance was concluded more than ten years prior to this solicitation’s issue date.

“Relevant” is defined as work that involves substantially the same types of work in terms of complexity, and scope, including WTP expansions/retrofits, with low finished water total organic carbon (TOC) requirements, SCADA integration, and an O&M component, as described in this solicitation. Relevancy includes WTP rehabilitations, retrofits, and expansions greater than \$70 M. All WTP experience is considered minimally relevant at any MGD but is weighted higher and considered more relevant the closer to 37.6 MGD the project was/is. Projects over 37.6 MGD are all weighted at full values and are considered fully relevant.

WTP rehabilitations, retrofits, and expansions less than \$70M in value will be considered but at a lower value than if the projects were \$70M or higher. Projects less than \$70M will be considered on a sliding scale, the further below \$70M in magnitude the project is, the lower the value of the project to the government evaluation team the project will be. Example: a WTP rehabilitation project submitted at \$35M is approximately half the value of a WTP rehabilitation project submitted at the full \$70M value, meaning the further below \$70M the project is the less relevant it becomes.

This evaluation factor is acceptable when the Offeror’s submission clearly exhibits:

Verification of successful performance and experience on all submitted projects identified under Evaluation Factor 1 as instructed in Section L.

The following project experience types are listed in descending order of importance:

- Water Treatment Plant design-build
- Water Treatment Plant design-build rehabilitation, retrofit, and expansion
- Wastewater Treatment Plant design-build including rehabilitation, retrofit, and expansion
- Water or Wastewater Treatment Plant design-bid-build
- Major Water or Wastewater Construction, design-build \$100M or higher in value
- Water Treatment Plant operation

Offerors who submit projects that demonstrate the prime Designer and the Builder proposed under this solicitation with experience working together on a Design-Build Team project are more advantageous to the Government.

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Failure to show the experience of individual and team efforts in all of the subfactors (see Section L, Phase 1, Evaluation Factor 1) shall negatively affect the overall rating of the Offeror's proposal.

Past performance examples with similar personnel that are required for this solicitation/contract will be rated more favorably. Relevant Federal experience will be rated more favorably than non-Federal experience. Relevant Federal experience with Reclamation will also be rated more favorably than generalized Federal government experience. Relevancy of the past performance examples to the likely WTP process and treated water capacity will be rated more favorably. More recent past performance evaluations will be weighted higher.

In accordance with FAR 15.305(a)(2)(iv), the lack of relevant past performance will result in a neutral rating (i.e. not rated favorably or unfavorably). Offerors who do not include either past performance information with their proposal or a statement of no relevant past performance will not be eligible to receive the neutral rating.

- (a) The Government will consider the information provided by the references and may also consider information obtained from other sources when evaluating an offeror's past performance.
 - (b) If negative feedback is received from an Offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A rating will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment if that information makes a difference in the Government's decision.
 - (c) Any information collected concerning an Offeror's past performance will be maintained in the official contract file.
- (b) Evaluation Factor 2 – Teaming Arrangements: This evaluation factor is acceptable if it meets all proposal submission requirements (section L) and the Offeror's submission clearly addresses the teaming arrangements as identified under Evaluation Factor 1 and as instructed in Section L. Prime self-performance of design, construction, and O&M activities will be rated more favorably with an emphasis on construction activities. Teaming Arrangements that demonstrate experience working together on past projects will be rated more favorably. Highly favorable ratings will be given for firms that perform more than 15% of the work internally.
- (c) Evaluation Factor 3 – Key Personnel: This evaluation factor is acceptable when the Offeror's submission meets all proposal submission requirements (section L) and clearly states:
- (a) Design-Build Project Manager(s)/Director
 - (b) Lead Construction Manager
 - (c) General Superintendent
 - (d) Lead Designer-of-Record
 - (e) Lead Operations and Maintenance Manager for operations and maintenance
 - (f) Lead Water Treatment Designer/Manager
 - (g) Lead Architect
 - (h) Conveyance System Communications and Control System Integrator

* All key personnel must have a minimum of 10 years' experience

Offerors may obtain a higher rating if resumes are also submitted for each alternate key personnel. Failure to include a fully completed worksheet for each of the positions above shall affect the overall rating of the Offeror's proposal. Disparity in past performance, experience, education including relevant licenses and other professional credentials between proposed and alternate key personnel will be viewed unfavorably. Experience of Key Personnel demonstrated under this Evaluation

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Factor that matches one or more of the projects submitted under Evaluation Factor 1 will be rated more favorably. Key personnel that demonstrate experience working together on past projects will be rated more favorably. Key personnel (including alternates) with more than the minimum 10 years' experience requested will be rated more favorably.

- (d) Evaluation Factor 4 – General Technical Approach: This evaluation factor is acceptable when the Offeror's proposal meets all proposal submission requirements (section L) and the Offeror's promises are established as feasible, sound, effective, conform to all applicable requirements of the specifications, and clearly illustrates evidence of the full capability their team possesses for successfully executing all aspects of this project.
- (e) Evaluation Factor 5 – Safety: Offerors shall ensure the proposal clearly states understanding and knowledge for the safety requirements identified under Evaluation Factor 3 of Section L including the requirements of the RSHS.
- Were the appropriate plans submitted in a complete format? Includes: Project specific training plan that includes record of employee training, Offeror/project specific risk assessment/safety plan, Liability and regulatory qualitative history (included recent events, awards, etc.), and a project specific corrective action plan. Safety plans that are more relevant and tailored specifically to this project will be rated more favorably. Higher ratings may be obtained by showcasing events that transpired, effective handling of the event, and most importantly how that incident was used to improve operations to avoid future incidents. How were the lessons learned applied practically? Incidents that do not show any application to improvement of operations/reducing future risk will be rated less favorably. Reclamation will factor into ratings the seriousness and number of safety violations, including OSHA violations.
 - Failure to fully submit the requested safety information may result in the inability of the government to rate the offeror's safety evaluation factor and may affect the overall rating of the offeror's proposal.

PHASE II – REQUEST FOR PROPOSAL (RFP) EVALUATION FACTORS

***** Three to Four Firms Expected to be Short-Listed to RFP Phase II *****

- Evaluation Factor 1 – Proposal Design and Technical Approach
- Evaluation Factor 2 – Project Management Plan
- Evaluation Factor 3 – Small Business Subcontracting Plan
- Evaluation Factor 4 – Lump Sum Price

The relative importance of the evaluation factors listed above for Phase Two is as follows: Evaluation Factors 1-3 are listed in descending order of importance. The technical evaluation factors 1-3 are significantly less important than evaluation factor 4 (Lump Sum Price). Subfactors are equal in importance.

Evaluation Factor 1 – Proposal Design and Technical Approach: Offerors shall provide a complete Proposal Design as well as a thorough understanding of all features of work required under this solicitation. The Proposal Design should include the overall Proposal Design including renderings, models, illustrations, drawings, narratives, and/or other documents to appropriately convey such concepts for the project that meets the project performance requirements in Section C and also provides support to the Lump Sum Price provided in Evaluation Factor 4. Offerors shall ensure the proposal clearly states understanding and knowledge for the project about the performance requirements identified under Evaluation Factor 1 in Volume III's section L.5. Offerors will be rated higher if submitting full FISMA/cybersecurity sections as well as showing WTP commissioning and operations experience.

Evaluation Factor 2 – Project Management Plan: Offerors shall demonstrate a complete and thorough understanding of all features of work required under this solicitation/contract and shall provide evidence of the requisite comprehensive and detailed knowledge to successfully design, manage, and construct such features. The Offeror shall provide a Project Management Plan

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that addresses all items under Evaluation Factor 2 in section L.5. The Offeror shall also demonstrate a Project Organizational Structure/Staffing Plan that includes confirmation of key personnel that were proposed under Phase One. Project Management Plan and narratives shall address all subfactors listed below:

- a. Subfactor 2a: Design-Build Approach (Traditional Design-Build approach):
- b. Subfactor 2b: Design and Construction Schedule:
- c. Subfactor 2c: For Information Only Submittals:
- d. Subfactor 2d: Risk Management:
- e. Subfactor 2e: Quality Control (QC) / Quality Assurance (QA):
- f. Subfactor 2f: Public Outreach:
- g. Subfactor 2g: Resource Management Plan:

Evaluation Factor 3 – Small Business Participation and Indian Hiring Plan: The Offeror shall submit a small business subcontracting plan (Attachment #8 of Section J) indicating small business goals as well as providing past performance for meeting small business goals depending on the size of the Offeror under NAICS 237110 and as required in L.5.

All offerors will be evaluated on the extent of proposed participation/commitment to use U.S. small businesses in the performance of this acquisition relative to the objectives and requirements established herein, as well as commitment to its Indian Preference Plan as identified in Phase Two, Evaluation Factor 3 of Section L. Small business offerors self-certified in SAM.gov will receive the maximum credit for the small business portion of this evaluation factor and do not need to submit any documentation supporting the small business participation portion of this Evaluation Factor. All offerors must submit its Indian Preference Plan for evaluation.

The small business subcontracting plan required by FAR 52.219-9 (attachment #8 to the solicitation) is still required to be submitted in addition to the Small Business Participation Document (SBPD) but will not be applied to the final ratings of firms during evaluations. The subcontracting plan required by FAR 52.219-9 is not required to be submitted by small business offerors.

For all offerors that are not small business, the Government will evaluate the following in no order of importance:

Small Business Participation Document (SBPD):

- The extent of identification and participation of small and socio-economic business subcontractors in terms of the value of the total acquisition (total contract value)
- The extent to which offerors met or exceed DOI subcontracting goals for small and socio-economically disadvantaged businesses. Offerors that propose small or socio-economic subcontractors that met or exceed DOI’s prior year subcontracting performance will be evaluated favorably

Small or Socio-Economic Business Type	DOI Goal	Most Recent Prior Year Subcontract Performance
Small Business	44%	44%
Socio-Economically Disadvantaged Small business (SDB)	5%	5%
Women Owned Small Business (WOSB)	5%	5%

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Service-Disabled Veteran Owned Small Business (SDVOSB)	3%	3%
Historically Underutilized Business District Small Business (HUBZone)	3%	3%
Indian Small Business Economic Enterprises (ISBEE)	N/A	N/A

- The extent to which offerors demonstrate substantive commitment to small business firms, such as, letters of commitment, Joint Ventures, mentor/protégé agreements, or other demonstrations of commitment (i.e., binding commitments will become enforceable/contractual requirements)
- Identification of the type and variety of the work small firms are to perform (i.e., binding commitments will become enforceable/contractual requirements)
- The extent to which the offeror provides detailed explanations/documentation supporting the proposed quantitative participation
- The extent to which the offeror complied with requirements of FAR 52.219-8, Utilization of Small Business Concerns

The Government will evaluate the proposal to determine which offeror proposes the best value in terms of Small Business Participation. Offers submitted by a small business prime offeror will also be evaluated and will receive the maximum score for this evaluation criteria.

Small Business Subcontracting Plan:

Attention to detail will be rated more favorably. References to other agencies in the plan that obviously show the document was not read and rewritten correctly will receive a lower rating (reuse of templates not properly filled out and scrubbed from prior use). Failure to discuss why the goals are what were proposed will be rated less favorably. Example: If the geographic region is a limitation, then state that rationale. If there are other limitations to small business participation, a narrative explanation provided will be rated more favorably. DO NOT INCLUDE DOLLAR AMOUNTS IN THIS DOCUMENT, ONLY USE PERCENTAGES. Dollar amounts in the Small Business Subcontracting Plan may be submitted in the pricing proposal Volume IV.

Indian Preference Plan (IPP):

Small business and Native American hiring goal information provided during oral presentations shall be evaluated in coordination with the provided technical narrative for this evaluation factor. The Indian Preference Plan (IPP) will be evaluated as follows;

1. Was the methodology used to communicate with the local population for hiring Native American workers stated and explained? Since COVID, the Navajo Nation Chapter Houses may not be the most effective method to advertise (e.g. radio commercials, flyers, newspaper ads, etc.).
2. Projected number and percentage of Native American workers hired as well as what positions they will fill. How does the firm plan to mentor and train the Native American workers so they obtain marketable skills for continued productivity?
3. How will the firm communicate and coordinate with the Navajo Nation Labor Relations to ensure it is compliant with all Native rules and regulations, and will it be effective? Positive consideration is given for feasible plans that address the current COVID/post-COVID environment of communication with the local population.

Additional positive consideration will be given for key personnel positions filled with Native American personnel.

NOTE: Preference is not a guarantee of work, hiring, or subcontractor opportunities. The requirement of the Indian Preference clauses is that the prime contractor show preference in its hiring. If the opportunities available internally are not able to be filled

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with qualified Native American candidates, this does not restrict the prime contractor from filling those positions or seeking alternative subcontractors.

SMALL BUSINESS OFFERORS

If the Offeror is a small business concern under NAICS 237110, the Offeror shall receive full weighting for the Small Business Participation portion of Evaluation Factor 4 as it is not required for small business concerns. Small business Subcontracting Plans and Small Business Participation Documents are not required for small business offerors IAW FAR 19.702(b)(1) All offerors will be evaluated for Native American hiring procedures and efforts portion IAW Section L Evaluation Factor 4.

EXCEPTIONAL LARGE BUSINESS OFFERORS (SB for IPP)

Offeror demonstrates outstanding past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB. Examples of outstanding performance include but are not limited to: the offeror consistently exceeded previously established subcontracting goals and received widely recognized awards for achievement in support of small business. The proposed plan includes extensive efforts and firm commitments in subcontracting to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB. The proposed plan may have some minor weaknesses which are clearly offset by related strengths.

LB & SB IPP: Offeror demonstrates outstanding Indian Preference Plans (IPP) and utilization of local Navajo population for its workforce. Examples of outstanding IPP include but are not limited to; the offeror consistently exceeded previous efforts and goals, as well as recognition or positive remarks from the Navajo Nation Labor Relations (NNLR) office for exceeding goals and aiding the local population. Proposed plan includes extensive efforts in recruitment, active hiring, recruitment methodology appropriate for COVID/post-COVID environment, coordination with local Chapter Houses, and the percentages exceed the regulatory minimums. The proposed plan may have some minor weaknesses which are clearly offset by related strengths.

ACCEPTABLE LARGE BUSINESS OFFERORS (SB for IPP)

Offeror demonstrates satisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. An example of satisfactory performance is that the offeror met previously established subcontracting goals. The offeror proposes positive efforts and commitments to subcontract with SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. Or, if applicable, the offeror provides a fully substantiated explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. The proposal may have some minor weaknesses.

LB & SB IPP: Offeror demonstrates a satisfactory IPP and utilization of local Navajo population for its workforce. An example of a satisfactory IPP is that the offeror met previously established hiring goals, or if not performed before expects to meet established hiring goals. The offeror proposed feasible methods of communication, hiring and training, and recruitment of local population as well as explanations on limitations of hiring if the goals may not be met. The proposal may have some minor weaknesses.

MARGINAL LARGE BUSINESS OFFERORS (SB for IPP)

Offeror has marginally satisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. An example of marginally satisfactory performance is that the contractor did not meet some previously established small business subcontracting goals and the explanation for the failure was not substantiated. The proposed plan does not include positive efforts and commitments in subcontracting to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. And, if applicable, the offeror's explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms is not substantiated.

LB & SB for IPP: Offeror has a marginally satisfactory IPP. An example of marginally a satisfactory IPP is that the contractor did not meet some goals or expects to not meet some goals if the firm has not worked in the local area before, and the narrative

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for the failure or expected failure is not substantiated. The proposed IPP does not include positive efforts and commitments to hiring of local Navajo workforce, does not include effective communication plans to hire, and does not reflect an effective plan for training and mentoring hired Navajo workers. Also, if applicable, the plan does not effectively explain why local workforce can, or will not, be hired for the resultant effort.

**UNACCEPTABLE
LARGE BUSINESS OFFERORS (SB for IPP)**

Offeror has unsatisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. An example of unsatisfactory performance is that the contractor failed to meet established goals and provided no explanation for the failure. The proposed plan does not include efforts and commitments in subcontracting to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. And, the offeror's explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms is not substantiated.

LB & SB for IPP: An offeror has an unsatisfactory IPP that is not acceptable. An example of an unsatisfactory IPP is that the contractor failed to meet, or try to meet, the established goals and provides no explanation for the failure. The communication methods are not relevant or not thought out and do not reflect an accurate approach to hiring and training local workforce. The offeror's explanation as to why it will not hire, or train local Navajo workers is not substantiated, and the plan as a whole is not feasible.

VOLUME IV – PRICING PROPOSAL EVALUATION

Evaluation Factor 4 – Lump Sum Price:

a. The pricing criteria used for evaluation are (1) Completeness, (2) Price Reasonableness, and (3) Lump Sum Price which will act as the Total Evaluated Price (Design and Construction).

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

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

d. Lump Sum Price as Total Evaluated Price (TEP): The offeror must submit its pricing volume IAW Section L of the solicitation, to include the appropriate level of detail requested by Reclamation, as well as the complete proposal that address all items in the Form J attached to this solicitation. Lump Sum Price must be clearly called out and free from all confusion on what the proposed Lump Sum Price is. Taxes, downstream repairs included in the T&M CLIN, and the optional 12-months of O&M are not evaluated as part of the TEP and are considered separate. Estimated lifecycle costs are not evaluated as part of the TEP and are submitted as information only. No cost needs to be input in the T&M downstream repair CLIN as they cannot accurately or reliably be estimated at time of award, the contractor may leave the T&M downstream repairs as \$0.00. Downstream repairs will be handled in case-by-case modifications if/when the repairs are needed.

(e2) Phase 2: Evaluation Factors one through three (1-3) when combined are significantly less important than price. Evaluation Factors one through three (1-3) are listed in descending order of importance.

(End of Provision)