

# RECLAMATION

*Managing Water in the West*

**Bureau of Reclamation  
Solicitation No. R12PS40020**

**\*\*\* DRAFT ONLY \*\*\***



## **POJOAQUE BASIN REGIONAL WATER SYSTEM ENVIRONMENTAL IMPACT STATEMENT COMPLIANCE SUPPORT SERVICES**

**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
UPPER COLORADO REGION**

**Pojoaque Basin, New Mexico**

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**POJOAQUE BASIN REGIONAL WATER SYSTEM  
ENVIRONMENTAL IMPACT STATEMENT COMPLIANCE SUPPORT SERVICES  
POJOAQUE BASIN, NEW MEXICO**

**FOREWORD**

The work to be performed hereunder is for the preparation of an Environmental Impact Statement, to include the completion of the necessary environmental impact analyses and their appropriate documentation and review under the requirements of the National Environmental Policy Act (NEPA). The resulting NEPA analyses and associated documentation will identify and evaluate all relevant impacts, conditions, and issues associated with the proposed action (Construction of the Pojoaque Regional Water System), and its alternatives in accordance with federal policies and regulations that govern NEPA requirements.

**NAICS:** The NAICS code classification for this solicitation is 541620 - a NAICS code for Environmental Consulting Services with a small business size standard of \$7.0 million.

For information regarding the Bureau of Reclamation's Handbook entitled "Reclamation Safety and Health Standards," which is applicable to work under this contract, see the following link:

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

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***ALL OFFERS MUST BE CLEARLY IDENTIFIED AS SUCH  
(OFFER) TO PRECLUDE MISHANDLING***

Offers that are mailed **MUST** be delivered to:

Bureau of Reclamation  
Attention: UC-843, Kent Munro  
UC Regional Office  
125 South State Street, Room 6107  
Salt Lake City UT 84138-1147

Offers that are hand-carried or delivered by a commercial carrier **MUST** be delivered to:

Bureau of Reclamation  
Attention: UC-806, Tara Ashby  
UC Regional Office  
125 South State Street, Room 6438  
Salt Lake City UT 84138-1147

**PRIOR** to the time set for offer receipt.

E-mail inquiries regarding this solicitation should be made to the offices listed below:

**Kent Munro**  
Salt Lake City, UT .....[kmunro@usbr.gov](mailto:kmunro@usbr.gov)

Phone calls will not be returned. Use the above e-mail address only to convey your inquiries.

**\*\*\*Proposals are DUE on TBD, Mountain Standard Time\*\*\***

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All correspondence regarding this Solicitation should reference number **R12PS40020**

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**SECTION A – SOLICITATION/CONTRACT FORM**

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## SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

### POJOAQUE BASIN REGIONAL WATER SYSTEM ENVIRONMENTAL IMPACT STATEMENT COMPLIANCE SUPPORT SERVICES POJOAQUE BASIN, NEW MEXICO

#### B.1 CONTRACT TYPE

The Government anticipates that this will be a fully-funded **fixed-price award fee performance-based** GSA FSS Task Order for services for 5 years from time of Task Order award. Potential Offerors should ensure that they have at least 5 years remaining on their GSA FSS IDIQ contract with GSA (a combination of current FSS option years plus a future option for an additional 5 years).

#### B.2 SCHEDULES

- (a) **IMPORTANT:** Only proposals that price out all CLINs (Contract Line Item Numbers) in the following schedule on a fixed price basis (or via fixed unit price where per meeting is stated) **AND** quantities are filled in, will be considered for award, assuming all other terms and conditions of the solicitation are also properly addressed in your proposal. Any proposal that fails to do so may no longer be considered for award. The Government anticipates that a Performance-based Payment Schedule will be incorporated into the Contract. Presently, the Government envisions using the CLIN-based approach to structure such a Performance-based Payment Schedule. However, the Government may, at its discretion, consider alternate Performance-based Payment Schedules proposed by Offerors. See **Section J, Attachment (5) – Performance-based Guide** for guidance on this subject. All offers are subject to all terms and conditions of this solicitation. See Section L of this solicitation for instructions on preparing your proposal.
- (b) **Pre-Proposal Conference for Potential Offerors:** A Pre-Proposal Conference will be conducted on **Tuesday, March 6, 2012**. The purpose of this conference is to brief potential offerors on the project, provide an opportunity for both potential offerors and Government personnel to ask questions pertaining to this project, and to solicit feedback from potential offerors on what improvements could be made to this solicitation. Note that all questions from Potential Offerors must be submitted in writing either prior to the preproposal conference, during the conference, or afterwards. This will ensure the Government has a record of the questions and answers provided for the purpose of future amendments or draft revisions to this solicitation.

Highly interested Potential Offerors are strongly encouraged to participate in the pre-proposal conference. Please indicate your interest in attending by contacting the Contracting Officer via e-mail ([kmunro@usbr.gov](mailto:kmunro@usbr.gov)) and providing the names, job titles, and employer(s) of individuals anticipated to attend.

Failure by Potential Offerors to attend the pre-proposal conference will not relieve them of the responsibility of properly and accurately estimating the difficulty or cost of successfully performing the work in accordance with the performance work statement and all other terms and conditions set forth in this solicitation.

#### **Planning Details for Pre-Proposal Conference:**

**Date:** Tuesday, March 6, 2012

**Time:** 1:00 pm Mountain Standard Time. If a larger number of interested attendees are noted prior to the conference which exceeds the capacity of the conference room, an additional conference may be

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scheduled on another date shortly thereafter. If so, this will be indicated via an amendment to this solicitation.

**Location:** Bureau of Reclamation, Albuquerque Area Office  
Rio Grande conference room  
555 Broadway NE, Suite 100  
Albuquerque, NM 87102

- (c) **Optional Site Tour:** We will conduct a site tour of the area which is to be evaluated via the NEPA process beginning at **8:30 am Mountain Standard Time on Wednesday, March 7, 2012**, and returning to the Albuquerque Area Office at approximately 5:00 pm the same day. For those who wish to attend this site tour, it is recommended that sturdy walking shoes, drinking water, and sunscreen be brought. No special safety gear is required. Please indicate your interest in attending the optional site tour by contacting the Contracting Officer via e-mail ([kmunro@usbr.gov](mailto:kmunro@usbr.gov)) and providing the names, job titles, and employer(s) of individuals anticipated to attend. Potential Offerors will be expected to provide their own transportation. Car pooling is encouraged as available parking areas in the project area are very constrained. The group will leave together from the AAO at approximately 8:40 a.m. Information about the first meeting location and estimated arrival time in the Pojoaque Basin will be provided during the pre-proposal conference on March 6. Potential Offerors also have the option to meet up with the group at the first meeting location in the Pojoaque Basin.
- (d) **Possible Amendments or Draft Revisions to this Solicitation:** It is possible that, as a result of information gathered by the Government during the Pre-Proposal Conference, one or more amendments may be issued to amend this solicitation's terms and conditions. Potential Offerors are encouraged to provide input and feedback in writing on how the solicitation can be improved in order to ensure the Government receives responsive and qualitative proposals.

<b>PRICE SCHEDULE - SERVICES TO BE PROVIDED:</b>				
<b>CLIN</b>	<b>TASK DESCRIPTION</b>	<b>Unit</b>	<b>Qty</b>	<b>Proposed Price</b>
0001	Task 1(a) Project Management	Monthly	60	
0002	Task 1(b) Methods of Analysis Work Plan	Lump Sum	1	
0003	Task 2(a) Public Involvement	Lump Sum	1	
0004	Task 2(b) Coordination Meetings	Lump Sum or Per Meeting		
0005	Task 2(c) Cooperating Agency Scoping	Lump Sum or Per Meeting		
0006	Task 2(d) Government to Government Consultation	Lump Sum or Per Meeting		
0007	Task 2(e) Public Scoping and Scoping Report	Lump Sum	1	
0008	Task 3 - Purpose and Need Chapter	Lump Sum	1	
0009	Task 4 - Alternatives Development	Lump Sum	1	
0010	Task 5(a) Preparation of the Draft EIS	Lump Sum	1	
0011	Task 5(b) Public Meetings	Lump Sum or Per Meeting		
0012	Task 5(c ) Comment Report	Lump Sum	1	
0013	Task 6(a) Water Resources	Lump Sum	1	

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0014	Task 6(b) Socioeconomics	Lump Sum	1	
0015	Task 6(c ) Environmental Justice	Lump Sum	1	
0016	Task 6(d) Biological Resources	Lump Sum	1	
0017	Task 6(e) Wetlands	Lump Sum	1	
0018	Task 6(f) Cultural Resources	Lump Sum	1	
0019	Task 6(g) Indian Trust Assets	Lump Sum	1	
0020	Task 6(h) Air Quality	Lump Sum	1	
0021	Task 7 Biological Assessment	Lump Sum	1	
0022	Task 8 Final EIS and ROD	Lump Sum	1	
0023	Task 9 Administrative Record	Lump Sum	1	
0024	Award Fee Pool*	Biannually	10	
		<b>Total Proposed Price:</b>		

**END OF SCHEDULE**

**END OF SECTION B**

**\*NOTE:** See Performance Evaluation Plan (Section J – Attachment (3)) for details on how Award Fee is to be earned.

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## **SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**Items 0001 through 0023** – The Contractor shall perform and deliver the supplies and services hereunder in accordance with the specifications, drawings, and other attachments listed in **Section J – List of Attachments**, as well as all clauses contained in this Task Order as well as the pertinent GSA Schedule Contract, with the exception of GSA-unique clauses that apply only to Task Orders placed by the General Services Administration for GSA-specific requirements.

*END OF SECTION C*

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## **SECTION D – PACKAGING AND MARKING**

**Items 0001 through 0023** – The Contractor shall package and mark supplies provided hereunder in accordance with any packaging and marking instructions that may be indicated in the specifications shown in **Section J – List of Attachments**, as well as all clauses contained in this Task Order as well as the pertinent GSA Schedule Contract, with the exception of GSA-unique clauses that apply only to Task Orders placed by the General Services Administration for GSA-specific requirements.

***END OF SECTION D***

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## SECTION E – INSPECTION AND ACCEPTANCE

**Items 0001 through 0023** – The supplies and services provided hereunder shall be inspected and accepted in accordance with any inspection and acceptance instructions that may be indicated in the specifications shown in **Section J – List of Attachments**, as well as all clauses contained in this Task Order as well as the pertinent GSA Schedule Contract, with the exception of GSA-unique clauses that apply only to Task Orders placed by the General Services Administration for GSA-specific requirements.

*(End of Clause)*

### E.1 52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE – AUGUST 1996

(a) **Definition.** “Supplies,” as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor’s or subcontractor’s premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)

(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

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(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either

- (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or
- (2) terminate the contract for default.

Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)

(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time --

(i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

(ii) When the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than **2 workdays** of advance notification if the Government representative is in residence in the Contractor's plant, nor more than **7 workdays** in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor

(1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer;

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provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or

(2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of **10 days** (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

*(End of Clause)*

## **E.2 52.246-4 INSPECTION OF SERVICES -- FIXED PRICE - AUGUST 1996**

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

*(End of Clause)*

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**E.3 52.246-15 CERTIFICATE OF CONFORMANCE – APRIL 1984**

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government’s right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor’s signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor’s expense.

(d) The certificate shall read as follows:

I certify that on \_\_\_\_\_ [*insert date*], the \_\_\_\_\_ [*insert Contractor’s name*] furnished the supplies or services called for by Contract No. \_\_\_\_\_ via \_\_\_\_\_ [*Carrier*] on \_\_\_\_\_ [*identify the bill of lading or shipping document*] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(*End of Clause*)

**E.4 52.246-16 RESPONSIBILITY FOR SUPPLIES – APRIL 1984**

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon --

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

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(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) of this section shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this section shall apply.

(d) Under paragraph (b) of this section, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

*(End of Clause)*

***END OF SECTION E***

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## SECTION F -- Deliveries or Performance

**Items 0001 through 0023** – The supplies and services provided hereunder shall be delivered and/or performed in accordance with the delivery schedule table shown below, and in accordance with any other terms and conditions in this Task Order which govern delivery/performance requirements.

CLIN	TASK DESCRIPTION	QTY	DELIVERABLES	REQUIRED DELIVERY SCHEDULE	DELIVERY LOCATION/ ADDRESS
	<b>General Requirements For All Deliverables unless specified differently below:</b>		The Contractor shall submit 3 hard copies and 3 electronic copies of all draft and final deliverables described in this SOW to the designated COR. In addition, 1 hard copy and 1 electronic copy of all final deliverables shall be submitted to the CO. Deliverables shall follow the Documentation Standards described in the SOW.	Delivery schedule will be as listed below unless superceded by the delivery dates shown in the approved Project Schedule.	COR: Bureau of Reclamation, Albuquerque Area Office, Attn: ALB-186, 555 Broadway Ave. NE, Albuquerque, NM 87102; CO: Bureau of Reclamation, Upper Colorado Regional Office, Attn: UC-843, 125 South State Street, Room 6107, Salt Lake City, UT 84138-1147
<b>1</b>	<b>Task 1(a) - Project Management</b>	<b>Monthly</b>	<b>DELIVERABLES</b>	<b>REQUIRED DELIVERY SCHEDULE</b>	<b>DELIVERY LOCATION/ ADDRESS</b>
			Baseline project management plan and Project Schedule	Within 30 calendar days after the kickoff meeting	See above.
			Electronic, critical path project management schedule file, for the project tasks in Gantt format	Within 30 calendar days after the kickoff meeting	See above.
			Monthly report showing the updated project schedule in Gantt Chart format, indicating which activities have been completed, which are on-going, and which have not yet been started	Within 15 calendar days after the end of each month	See above.
			Monthly Action Items List (list of work to be completed the next quarter, including responsible party and due date)	Within 15 calendar days after the end of each month	See above.
			Documentation of contacts and communications	Within 15 calendar days after the end of each month	See above.
			Correspondence	In accordance with approved project schedule	See above.
			Biweekly (every other week) project status conference call agendas and notes	Agendas to be provided 1 week prior to conference calls. Summary notes to be provided within 3 business days of each conference call.	See above.
<b>2</b>	<b>Task 1(b) - Methods of Analysis Work Plan</b>	<b>Lump Sum</b>	<b>DELIVERABLES</b>	<b>REQUIRED DELIVERY SCHEDULE</b>	<b>DELIVERY LOCATION/ ADDRESS</b>
			Draft Methods of Analysis Work Plan	At least 60 days prior to beginning Task 6	See above.
			Final Methods of Analysis Work Plan	At least 2 weeks prior to beginning Task 6	See above.
<b>3</b>	<b>Task 2(a) -</b>	<b>Lump</b>	<b>DELIVERABLES</b>	<b>REQUIRED</b>	<b>DELIVERY LOCATION/</b>

	Public Involvement	Sum	DELIVERY SCHEDULE	ADDRESS	
			Draft Final Public Involvement Plan	Within 30 calendar days after the kickoff meeting	See above.
			Final Public Involvement Plan	Within 14 calendar days after receiving comments from Reclamation on Draft Final Public Involvement Plan	See above.
			Initial mailing list	Within 30 calendar days after the kickoff meeting	See above.
			Updated mailing lists	Within 15 calendar days after the end of each month	See above.
			Newsletters, posters, and other products to notify, educate and inform the public	In accordance with approved Public Involvement Plan	In accordance with approved Public Involvement Plan
<b>4</b>	<b>Task 2(b) - Coordination Meetings</b>	<b>Lump Sum or Per Meeting</b>	<b>DELIVERABLES</b>	<b>REQUIRED DELIVERY SCHEDULE</b>	<b>DELIVERY LOCATION/ ADDRESS</b>
			Kickoff Meeting with Project Team	Within 30 days of award	Bureau of Reclamation, Albuquerque Area Office, 555 Broadway Ave. NE, Albuquerque, NM 87102
			Draft meeting agendas	No later than one week prior to scheduled meeting date	1 electronic copy to COR
			Draft meeting summaries	Within 5 business days of meeting occurrence	1 electronic copy to all meeting attendees
			Final meeting summaries	Within 5 business days of receiving comments from Reclamation	See above.
			Plan for completing cooperating agency scoping	Within 30 calendar days after the kickoff meeting	See above.
<b>5</b>	<b>Task 2(c) - Cooperating Agency Scoping</b>	<b>Lump Sum or Per Meeting</b>	<b>DELIVERABLES</b>	<b>REQUIRED DELIVERY SCHEDULE</b>	<b>DELIVERY LOCATION/ ADDRESS</b>
			Draft meeting agendas	No later than one week prior to scheduled meeting date	1 electronic copy to COR
			Draft meeting summaries	Within 5 business days of meeting occurrence	1 electronic copy to all meeting attendees
			Final meeting summaries	Within 5 business days of receiving comments from Reclamation	See above.
<b>6</b>	<b>Task 2(d) - Government to Government Consultation</b>	<b>Lump Sum or Per Meeting</b>	<b>DELIVERABLES</b>	<b>REQUIRED DELIVERY SCHEDULE</b>	<b>DELIVERY LOCATION/ ADDRESS</b>
			Consultation documentation and draft consultation meeting summaries	Within 5 business days of meeting occurrence	
			Final consultation meeting summaries	Within 5 business days of receiving comments from Reclamation	
			Revised public, pueblo and agency scoping plan	Within 14 calendar days after all consultation meeting summaries have	

				been finalized	
			Revised methods of analysis work plan	Within 14 calendar days after all consultation meeting summaries have been finalized	
			Record of follow up phone calls to tribes	Within 15 calendar days after the end of each month	
<b>7</b>	<b>Task 2(e) - Public Scoping and Scoping Report</b>	<b>Lump Sum</b>	<b>DELIVERABLES</b>	<b>REQUIRED DELIVERY SCHEDULE</b>	<b>DELIVERY LOCATION/ ADDRESS</b>
			Draft Scoping Announcement/Newspaper ad	No later than 8 weeks prior to the first public scoping meeting	1 electronic copy to COR
			Final Scoping Announcement/Newspaper Ad	No later than 6 weeks prior to the first public scoping meeting	1 electronic copy to COR
			Draft electronic version of the Scoping Brochure	No later than 4 weeks prior to the first public scoping meeting	1 electronic copy to COR
			Final electronic version of the Scoping Brochure	No later than 3 weeks prior to the first public scoping meeting	See above.
			Printed version of the Scoping Brochure	Mailed out three weeks prior to the public scoping meetings	To everyone on the mailing list
			Draft meeting exhibits, Power point slide show, sign-in sheet and comment card	At least five weeks prior to the first public scoping meeting	See above.
			Draft final meeting exhibits, Power point slide show, sign-in sheet, and comment card	At least one week prior to the first public scoping meeting	See above.
			Final meeting exhibits, power point slide show, sign-in sheet and comment cards	At least two days prior to the first public scoping meeting	As defined in the final Public Involvement Plan
			Public and Pueblo Member Scoping Meetings	Within 90 calendar days after the close of the public scoping period.	Multiple locations within the Pojoaque Basin and surrounding areas as described in the approved Public Involvement Plan
			Draft Scoping Report	Within 30 calendar days after the close of the public scoping period	See above.
			Final Scoping Report	Within 14 calendar days after receiving comments from Reclamation on Draft Scoping Report	See above.
<b>8</b>	<b>Task 3 - Purpose and Need Chapter</b>	<b>Lump Sum</b>	<b>DELIVERABLES</b>	<b>REQUIRED DELIVERY SCHEDULE</b>	<b>DELIVERY LOCATION/ ADDRESS</b>
			Summary of information gathered from EIS Team and during scoping on water supply and demand and purpose and need for the project	30 calendar days after the close of the public scoping period	See above.
			Evaluation/recommendations regarding participant demand projections	30 calendar days after providing the summary of information for this task	See above.

			Preliminary Draft of EIS Chapter 1, Purpose and Need for Action	In accordance with the approved project schedule. Target date is 1 <sup>st</sup> week of August 2012	See above.
			Administrative Draft of EIS Chapter 1, Purpose and Need for Action	In accordance with the approved project schedule. Target date is mid-November 2012	See above.
<b>9</b>	<b>Task 4 - Alternatives Development</b>	<b>Lump Sum</b>	<b>DELIVERABLES</b>	<b>REQUIRED DELIVERY SCHEDULE</b>	<b>DELIVERY LOCATION/ ADDRESS</b>
			Matrix of all components and options for action alternatives	In accordance with the approved project schedule.	See above.
			Draft Screening criteria memorandum	In accordance with the approved project schedule.	See above.
			Final Screening criteria memorandum	In accordance with the approved project schedule.	See above.
			Preliminary Draft Alternatives chapter documenting final alternatives to be considered in EIS and alternatives considered but eliminated	In accordance with the approved project schedule. Target date is December 2014	See above.
			Administrative Draft Alternatives chapter documenting final alternatives to be considered in EIS and alternatives considered but eliminated	February 2015	See above.
			Preliminary Draft description of the no action alternative	In accordance with the approved project schedule. Target date is December 2014	See above.
			Administrative draft description of the no action alternative	February 2015	See above.
<b>10</b>	<b>Task 5(a) - Preparation of the Draft EIS</b>	<b>Lump Sum</b>	<b>DELIVERABLES</b>	<b>REQUIRED DELIVERY SCHEDULE</b>	<b>DELIVERY LOCATION/ ADDRESS</b>
			Administrative Draft of Alternatives Chapter 2	4/1/2015	See above.
			Administrative Draft of Affected Environment section of Chapter 3	2/1/2015	See above.
			Administrative Draft of Environmental Consequences section of Chapter 3	4/1/2015	See above.
			Administrative Draft of Chapter 4, Consultation and Coordination	7/1/2015	See above.
			Complete Preliminary Draft EIS incorporating all comments on Administrative Draft Chapters	9/1/2015	See above.
			Draft Notice of Availability	9/1/2015	1 electronic copy to the COR
			Camera-ready Draft EIS incorporating feedback on the Preliminary Draft EIS	10/31/2015	1 copy to the COR
			Additional Copies of the Camera-ready Draft EIS	10/31/2015	25 hard (bound paper) copies of the Draft EIS and 300 electronic copies of the Draft EIS on CDs with mailing packaging to the COR
<b>11</b>	<b>Task 5(b) - Public Meetings</b>	<b>Lump Sum or Per Meeting</b>	<b>DELIVERABLES</b>	<b>REQUIRED DELIVERY SCHEDULE</b>	<b>DELIVERY LOCATION/ ADDRESS</b>
			Draft Public Meeting	no later than 8 weeks prior	1 electronic copy to COR

			Announcement/Newspaper ad	to the first public meeting	
			Final Public Meeting Announcement/Newspaper Ad	no later than 6 weeks prior to the first public meeting	1 electronic copy to COR
			Draft electronic version of the Project Newsletter	no later than 4 weeks prior to the first public meeting	1 electronic copy to COR
			Final electronic version of the Project Newsletter	no later than 3 weeks prior to the first public meeting	See above.
			Printed version of the Scoping Brochure	Mailed out three weeks prior to the public meetings	To everyone on the mailing list
			Draft meeting posters/exhibits, Power point slide show, sign-in sheet and comment card	At least five weeks prior to the first public meeting	See above.
			Draft final meeting posters/exhibits, Power point slide show, sign-in sheet, and comment card	At least one week prior to the first public meeting	See above.
			Final meeting posters/exhibits, power point slide show, sign-in sheet and comment cards	At least two days prior to the first public meeting	As defined in the final Public Involvement Plan
			Public Meetings on DEIS	3/1/2016	Multiple locations within the Pojoaque Basin and surrounding areas as described in the approved Public Involvement Plan
<b>12</b>	<b>Task 5(c) - Comment Report</b>	<b>Lump Sum</b>	<b>DELIVERABLES</b>	<b>REQUIRED DELIVERY SCHEDULE</b>	<b>DELIVERY LOCATION/ ADDRESS</b>
			Draft Comment-Response Report	Within 30 calendar days of end of public comment period. Target date is April 2016.	See above.
			Electronic copy of comments received	Within 30 calendar days of end of public comment period. Target date is April 2016.	See above.
			Conference call minutes	Within 5 business days of the conference call to discuss comment responses	See above.
			Final Comment-Response Report	Within 14 calendar days of receiving feedback on the draft comment-response report from Reclamation. Target date is May 2016.	See above.
<b>13</b>	<b>Task 6(a) - Water Resources</b>	<b>Lump Sum</b>	<b>DELIVERABLES</b>	<b>REQUIRED DELIVERY SCHEDULE</b>	<b>DELIVERY LOCATION/ ADDRESS</b>
			Results of Literature Search: Water Resources, including pertinent data gaps	Within 180 days of contract award	See above.
			Draft Technical Memorandum (Tech Memo) – Surface Water Hydrology	In accordance with approved Project Schedule and not later than June 2013	See above.
			Electronic copies of all data used in analysis of Surface Water Hydrology	Submitted at same time as draft Tech Memo for Surface Water Hydrology	See above.
			Minutes from meetings held on surface water issues	Within 5 business days of meeting occurrence	See above.
			Final Technical Memorandum – Surface	Within 14 calendar days	See above.

	Water Hydrology	after receiving comments from Reclamation on Draft Tech Memo - Surface Water Hydrology	
	Draft Technical Memorandum (Tech Memo) – Ground Water	In accordance with approved Project Schedule and not later than June 2013	See above.
	Electronic copies of all data used in analysis of Ground Water	Submitted at same time as draft Tech Memo for Ground Water	See above.
	Minutes from meetings held on ground water issues	Within 5 business days of meeting occurrence	See above.
	Final Technical Memorandum – Ground Water	Within 14 calendar days after receiving comments from Reclamation on Draft Tech Memo - Ground Water	See above.
	Draft Technical Memorandum (Tech Memo) – Water Quality	In accordance with approved Project Schedule and not later than June 2013	See above.
	Draft Technical Memorandum –Water Quality Model Documentation (if a model was used in analysis of Water Quality)	Submitted at same time as draft Tech Memo for Water Quality and not later than June 2013	See above.
	Electronic copies of all data and models used in analysis of Water Quality	Submitted at same time as draft Tech Memo for Water Quality	See above.
	Minutes from meetings held on water quality issues	Within 5 business days of meeting occurrence	See above.
	Final Technical Memorandum – Water Quality	Within 14 calendar days after receiving comments from Reclamation on Draft Tech Memo - Water Quality	See above.
	Final Technical Memorandum – Water Quality Model Documentation	Within 14 calendar days after receiving comments from Reclamation on Draft Tech Memo - Water Quality Model Documentation	See above.
	Draft Technical Memorandum (Tech Memo) – Geomorphology	In accordance with approved Project Schedule and not later than June 2013	See above.
	Electronic copies of GIS database, maps, aerial photography, and other data used in analysis of Geomorphology	Submitted at same time as draft Tech Memo for Geomorphology	See above.
	Minutes from meetings held on Geomorphology issues	Within 5 business days of meeting occurrence	See above.
	Final Technical Memorandum – Geomorphology	Within 14 calendar days after receiving comments from Reclamation on Draft Tech Memo - Geomorphology	See above.
	Draft Water Resources sections for Chapter 3, Affected Environment	In accordance with the approved project schedule. Target date is 9/1/2013	See above.

			Final Water Resources sections for Chapter 3, Affected Environment	Within 14 calendar days after receiving comments from Reclamation on Draft water resources sections of Chapter 3, Affected Environment	See above.
			Draft Water Resources Technical Report	12/1/2014	See above.
			GIS data base with results of water resources analysis; any raw data and any models used used in analysis that were not previously submitted	12/1/2014	See above.
			Final Water Resources Technical Report	Within 14 calendar days after receiving comments from Reclamation on Draft Water Resources Technical Report	See above.
<b>14</b>	<b>Task 6(b) - Socioeconomics</b>	<b>Lump Sum</b>	<b>DELIVERABLES</b>	<b>REQUIRED DELIVERY SCHEDULE</b>	<b>DELIVERY LOCATION/ ADDRESS</b>
			Results of Literature Search: Socioeconomics, including pertinent data gaps	Within 180 days of contract award	See above.
			Draft Socioeconomics section for Chapter 3, Affected Environment	9/1/2013	See above.
			Final Socioeconomics section for Chapter 3, Affected Environment	Within 14 calendar days after receiving comments from Reclamation on Draft socioeconomics section of Chapter 3, Affected Environment	See above.
			Any GIS databases of results, maps and raw data used to analyze the effects of the alternatives on socioeconomic resources that were not previously submitted	4/1/2015	See above.
<b>15</b>	<b>Task 6(c) - Environmental Justice</b>	<b>Lump Sum</b>	<b>DELIVERABLES</b>	<b>REQUIRED DELIVERY SCHEDULE</b>	<b>DELIVERY LOCATION/ ADDRESS</b>
			Draft section for Chapter 3 of the EIS describing the environmental justice populations in the affected environment	9/1/2013	See above.
			Final section for Chapter 3 of the EIS describing the environmental justice populations in the affected environment	Within 14 calendar days after receiving comments from Reclamation on Draft section, Chapter 3, describing the environmental justice populations	See above.
			Draft section for Chapter 3 of the EIS describing the potential impacts the alternatives will have on environmental justice populations	12/1/2014	See above.
			Final section for Chapter 3 of the EIS describing the potential impacts the alternatives will have on environmental justice populations	Within 14 calendar days after receiving comments from Reclamation on Draft section, Chapter 3, describing potential impacts on the environmental justice populations	See above.

		Any GIS databases of results, maps and raw data used to analyze the effects of the alternatives on environmental justice populations that were not previously submitted	4/1/2015	See above.	
<b>16</b>	<b>Task 6(d) - Biological Resources</b>	<b>Lump Sum</b>	<b>DELIVERABLES</b>	<b>REQUIRED DELIVERY SCHEDULE</b>	<b>DELIVERY LOCATION/ ADDRESS</b>
			Results of Literature Search for Aquatic Resources, Vegetation, Special Status Species, and General Wildlife, including pertinent data gaps and recommendations if additional field studies are needed	Within 180 days of contract award	See above.
			Draft Aquatic Resources section for Chapter 3 of the EIS, Affected Environment	9/1/2013	See above.
			GIS database of results, maps and raw data used to prepare the analysis	Submitted at same time as Draft Aquatic Resources Section for Chapter 3, Affected Environment	See above.
			Final Aquatic Resources section for Chapter 3 of the EIS, Affected Environment	Within 14 calendar days after receiving comments from Reclamation on Draft aquatic resource section of Chapter 3, Affected Environment	See above.
			Draft Vegetation section for Chapter 3 of the EIS, Affected Environment	9/1/2013	See above.
			GIS database of results, maps and raw data used to prepare the analysis	Submitted at same time as Draft Vegetation section for Chapter 3, Affected Environment	See above.
			Final Vegetation section for Chapter 3 of the EIS, Affected Environment	Within 14 calendar days after receiving comments from Reclamation on Draft Vegetation section of Chapter 3, Affected Environment	See above.
			Draft Special Status Species section for Chapter 3 of the EIS, Affected Environment	9/1/2013	See above.
			GIS database of results, maps and raw data used to prepare the analysis	Submitted at same time as Draft Special Status Species section for Chapter 3, Affected Environment	See above.
			Final Special Status Species section for Chapter 3 of the EIS, Affected Environment	Within 14 calendar days after receiving comments from Reclamation on Draft Special Status Species section of Chapter 3, Affected Environment	See above.
			Draft Wildlife section for Chapter 3 of the EIS, Affected Environment	9/1/2013	See above.
			GIS database of results, maps and raw data used to prepare the analysis	Submitted at same time as Draft Wildlife section for Chapter 3, Affected Environment	See above.
			Final Wildlife section for Chapter 3 of the	Within 14 calendar days	See above.

			EIS, Affected Environment	after receiving comments from Reclamation on Draft Wildlife section of Chapter 3, Affected Environment	
			Any GIS databases of results, maps and raw data used to analyze the effects of the alternatives on biological resources that were not previously submitted	4/1/2015	See above.
<b>17</b>	<b>Task 6(e) - Wetlands</b>	<b>Lump Sum</b>	<b>DELIVERABLES</b>	<b>REQUIRED DELIVERY SCHEDULE</b>	<b>DELIVERY LOCATION/ ADDRESS</b>
			Results of Literature Search: Wetlands, including pertinent data gaps	Within 180 days of contract award	See above.
			Draft Wetland Delineation Report	7/1/2013	See above.
			GIS database, maps, and raw data used to prepare the analysis for the Wetlands report	7/1/2013	See above.
			Draft Wetland section for Chapter 3, Affected Environment	9/1/2013	See above.
			Final Wetland Delineation Report	In accordance with the approved project schedule.	See above.
			Final Wetland section for Chapter 3, Affected Environment	Within 14 calendar days after receiving comments from Reclamation on Draft Wetland section of Chapter 3, Affected Environment	See above.
			Any GIS databases of results, maps and raw data used to analyze the effects of the alternatives on wetlands that were not previously submitted	4/1/2015	See above.
<b>18</b>	<b>Task 6(f) - Cultural Resources</b>	<b>Lump Sum</b>	<b>DELIVERABLES</b>	<b>REQUIRED DELIVERY SCHEDULE</b>	<b>DELIVERY LOCATION/ ADDRESS</b>
			Results of Class I Survey: Draft Cultural Resources Technical Report, including pertinent data gaps and recommendations for any additional surveys needed	Within 180 days of contract award	See above.
			GIS database, maps, photographs and other raw data used to prepare the Technical Report	9/1/2012	See above.
			Final Cultural Resources Technical Report	Within 14 calendar days after receiving comments from Reclamation on Draft Cultural Resources Technical Report	See above.
			Draft Cultural Resources section for Chapter 3, Affected Environment	9/1/2013	See above.
			Final Cultural Resources section for Chapter 3, Affected Environment	Within 14 calendar days after receiving comments from Reclamation on Draft Cultural Resources section of Chapter 3, Affected Environment	See above.
			Any GIS databases of results, inventory reports, site documents, maps, photographs and other data used to analyze the effects of the alternatives on cultural resources that	4/1/2015	See above.

			were not previously submitted		
<b>19</b>	<b>Task 6(g) - Indian Trust Assets</b>	<b>Lump Sum</b>	<b>DELIVERABLES</b>	<b>REQUIRED DELIVERY SCHEDULE</b>	<b>DELIVERY LOCATION/ ADDRESS</b>
			Draft Indian Trust Assets (ITA) section for Chapter 3, Affected Environment	9/1/2013	See above.
			Final Indian Trust Assets section for Chapter 3, Affected Environment	Within 14 calendar days after receiving comments from Reclamation on Draft ITA section of Chapter 3, Affected Environment	See above.
			Any GIS databases of results, maps and raw data used to analyze the effects of the alternatives on ITAs that were not previously submitted	4/1/2015	See above.
<b>20</b>	<b>Task 6(h) - Air Quality</b>	<b>Lump Sum</b>	<b>DELIVERABLES</b>	<b>REQUIRED DELIVERY SCHEDULE</b>	<b>DELIVERY LOCATION/ ADDRESS</b>
			Draft Air Quality and Traffic sections for Chapter 3, Affected Environment	9/1/2013	See above.
			Any GIS databases, maps, aerial photography, and other data used for analysis of air quality and traffic	9/1/2013	
			Final Air Quality and Traffic sections for Chapter 3, Affected Environment	Within 14 calendar days after receiving comments from Reclamation on Draft Air Quality and Traffic sections of Chapter 3, Affected Environment	See above.
			Any GIS databases of results, maps, aerial photography and other data used to analyze the effects of the alternatives on air quality and traffic that were not previously submitted	4/1/2015	See above.
<b>21</b>	<b>Task 7 - Biological Assessment</b>	<b>Lump Sum</b>			
			Preliminary Draft Biological Assessment (BA)	12/1/2014	See above.
			Draft Final Biological Assessment	Within 14 calendar days after receiving comments from Reclamation on Preliminary Draft BA	See above.
			Final Biological Assessment	Within 14 calendar days after receiving comments from Reclamation on Draft Final BA	See above.
			Draft meeting notes and documentation of discussions between Reclamation and the USFWS regarding the Biological Assessment	Within 5 business days of meeting occurrence	See above.
<b>22</b>	<b>Task 8 - Final EIS and ROD</b>	<b>Lump Sum</b>	<b>DELIVERABLES</b>	<b>REQUIRED DELIVERY SCHEDULE</b>	<b>DELIVERY LOCATION/ ADDRESS</b>
			Preliminary Final Environmental Impact Statement (EIS)	6/1/2016	

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			Preliminary Draft Record of Decision (ROD)	6/1/2016	
			Draft Final Environmental Impact Statement (EIS)	8/1/2016	
			Draft Final Record of Decision (ROD)	8/1/2016	
			Preliminary Draft Notice of Availability of the Final EIS	8/1/2016	1 electronic copy to COR
			Draft Notice of Availability of the Final EIS	8/9/2016	1 electronic copy to COR
			Final Notice of Availability of the Final EIS	8/16/2016	1 electronic copy to COR
			Camera Ready Final EIS	9/30/2016	1 copy to COR
			Final EIS	9/30/2016	See above.
			Additional printed copies of the Final EIS for mailing to the public	9/30/2016	25 copies submitted to the COR
			Additional electronic copies of the Final EIS	9/30/2016	300 copies on CDs with mailing packaging and printed mailing labels, submitted to the COR
			Final ROD	12/31/2016	See above.
<b>23</b>	<b>Task 9 - Administrative Record</b>	<b>Lump Sum</b>	One hard (paper) copy of the complete Administrative Record and two electronic copies of the complete Administrative Record.	Within 30 days of completion of the tasks contained in this SOW and prior to contract close-out	Bureau of Reclamation, Albuquerque Area Office, Attn: ALB-186, 555 Broadway Ave. NE, Albuquerque, NM 87102

## **F.1 52.211-11 LIQUIDATED DAMAGES—SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT - SEPTEMBER 2000**

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of   \$                   per calendar day of delay *[Contracting Officer insert amount]*.

(b) If the Government terminates this contract in whole or in part under the Default -- Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default -- Fixed-Price Supply and Service clause in this contract.

*(End of Clause)*

## **F.2 52.211-16 VARIATION IN QUANTITY - APRIL 1984 [This clause requires a deviation and will likely not be included in the final solicitation/contract]**

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

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\_\_\_\_\_ Percent increase [Contracting Officer insert percentage]

\_\_\_\_\_ Percent decrease [Contracting Officer insert percentage]

This increase or decrease shall apply to \_\_\_\_\_. [Identify applicable CLINs]

*(End of Clause)*

### **F.3 52.242-15 STOP WORK ORDER - AUGUST 1989**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of **90 days** after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of **90 days** after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within **30 days** after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

*(End of Clause)*

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#### **F.4 52.242-17 GOVERNMENT DELAY OF WORK – APRIL 1984**

(a) If the performance of all or any part of the work of this contract is delayed or interrupted

(1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or

(2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly.

Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed --

(1) For any costs incurred more than **20 days** before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

*(End of Clause)*

#### **F.5 52.247-34 F.O.B. - DESTINATION – NOVEMBER 1991**

(a) The term “f.o.b. destination,” as used in this clause, means --

(1) Free of expense to the Government, on board the carrier’s conveyance, at a specified delivery point where the consignee’s facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee’s wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or “constructive placement” as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including “piggyback”) is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for “heavy or bulky freight.” When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if

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requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall --

- (1) (i) Pack and mark the shipment to comply with contract specifications; or  
(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

*(End of Clause)*

## **F.6 WBR 1452.219-80 DISTRIBUTION OF SUMMARY SUBCONTRACTING REPORT-- BUREAU OF RECLAMATION - JUNE 2002**

(a) The original of each Standard Form 295, Summary Subcontracting Report, shall be sent to the Director, Office of Small and Disadvantaged Business Utilization, Department of the Interior, 1849 C Street NW, Washington DC 20240-0001.

(b) One copy of each report shall be furnished to the Business and Economic Development Program Manager, Acquisition and Assistance Management Services, Reclamation Service Center, PO Box 25007, D-7800, Denver, CO 80225-0007.

(c) One copy of each report shall be furnished to the contracting officer.

(d) One copy of each report shall be furnished to the Small Business Administration (SBA) cognizant Commercial Market Representative (CMR) at the address provided by SBA. This address may be obtained by calling SBA Headquarters at (202) 205-6475.

*End of Clause*

**END OF SECTION F**

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## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 WBR 1452.242-80 POSTAWARD CONFERENCE--BUREAU OF RECLAMATION - JULY 1993

- (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 will be held at a time mutually agreeable to both parties.
- (c) The Contracting Officer and the Contractor will agree to the date and time of the conference after award of the contract. In event of a conflict in schedules, the Contracting Officer shall establish the date for the conference.
- (d) The Contractor shall include any associated costs for attendance at the conference in its offer.

*End of Clause*

### G.2 GOVERNMENT AND CONTRACTOR POINTS OF CONTACT

Contracting Officer's Representative (COR) point-of-contact information:

**TBD**

Bureau of Reclamation  
Albuquerque Area Office  
555 Broadway Ave. NE,  
Albuquerque, NM 87102-2352  
Phone: **TBD**  
Email: **TBD**

Contractor point-of-contact information:

**To be determined upon contract award.**

Contracting Officer (CO) point-of-contact information:

Kent Munro, UC-843  
Bureau of Reclamation  
Upper Colorado Regional Office  
125 South State Street, Room 6104  
Salt Lake City UT 84138-1147  
Phone: (801) 503-9572  
Email: [kmunro@usbr.gov](mailto:kmunro@usbr.gov)

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### **G.3 INVOICE INSTRUCTIONS:**

**Applicable only to Schedule A:** Requests for progress payments shall be pursuant to FAR clause 52.232-32 – Performance-Based Payments (August 2010).

**Original requests for Performance-based Payments shall be sent to:**

Kent Munro, UC-843  
Bureau of Reclamation  
Upper Colorado Regional Office  
125 South State Street, Room 6104  
Salt Lake City UT 84138-1147

**With copies to:**

**TBD**  
Bureau of Reclamation  
Albuquerque Area Office  
555 Broadway Ave. NE,  
Albuquerque, NM 87102-2352  
Phone: **TBD**  
Email: **TBD**

**AND**

**TBD**  
Bureau of Reclamation  
Albuquerque Area Office  
555 Broadway Ave. NE,  
Albuquerque, NM 87102-2352  
Phone: **TBD**  
Email: **TBD**

### **G.4 DIAR 1452.201-70 -- AUTHORITIES AND DELEGATIONS (MAY 2010)**

(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. The COR for this contract will be:

**Contracting Officer's Representative (COR) point-of-contact information:**

**TBD**  
Bureau of Reclamation  
Albuquerque Area Office  
555 Broadway Ave. NE,  
Albuquerque, NM 87102-2352

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Phone: **TBD**  
Email: **TBD**

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

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the Contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within **3 days** of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within **30 days** to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

*(End of Notice)*

***END OF SECTION G***

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 DIG 2010-4 PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING - MARCH 2010

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref.: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or –rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

*(End of notice)*

### H.2 ET 02-20 AUTHORIZED WORKERS NOTICE TO POTENTIAL BUREAU OF RECLAMATION CONTRACTORS - SEPTEMBER 2002

#### Definitions.

IRCA - Immigration Reform and Control Act of 1986

INA - Immigration and Nationality Act

INS - Immigration and Naturalization Service

SSA - Social Security Administration

INS SAVE Program - The INS Systematic Alien Verification for Entitlements Program

ESA - Employment Standards Administration (Department of Labor)

**(a) Authority.** Immigration Reform and Control Act of 1986 (8 USC 1101 as amended) and the Immigration and Nationality Act, Section 274A.

**(b) Who is Covered.** INA includes provisions addressing employment eligibility, employment verification, and nondiscrimination. These provisions apply to all employers, including government contractors.

**(c) Basic Provisions/Requirements.** Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). Employers must keep each I-9 on file for at least three years, or one year after employment ends, whichever is longer. Detailed guidance on the I-9 is available at the INS web site: <http://www.uscis.gov/i-9>

**(d) Employment Verification Pilot Programs.** The INS and the SSA are conducting the following programs that provide employers a way to confirm the employment eligibility of their newly hired employees. Any employer located in a pilot state may volunteer to participate in a pilot program. If employers are not located in a pilot state, they would verify employment eligibility by following the procedures currently in place, i.e., by completing Form I-9.

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(1) The Basic Pilot is a joint pilot being conducted by the INS and SSA in the States of California, Florida, Illinois, Nebraska, New York, and Texas. This pilot involves verification checks of the SSA and INS databases of all newly hired employees, regardless of citizenship. To receive information on the Basic Pilot program please call the INS SAVE Program toll free at 1-888-464-4218, or fax your request for information to (202) 514-9981, or write to USINS, SAVE Program, 425 I Street, NW, ULLICO Building 4th Floor, Washington, DC 20536. You may also contact the Social Security Administration by calling (410) 966-1940, or writing to Social Security Administration, Office of Program Benefits Policy, 6401 Security Blvd., 760 Altmeyer, Baltimore, MD 21235.

(2) The INS is conducting the Citizen Attestation Pilot in the States of Arizona, Maryland, Massachusetts, Michigan, and Virginia. The Citizen Attestation Pilot permits participating employers to electronically verify the employment eligibility of newly hired alien employees by using a personal computer with a modem. To receive information on the Citizen Attestation Pilot program please call the INS SAVE Program toll free at 1-888-464-4218, or fax your request for information to (202) 514-9981. Employers may also write to US/INS, SAVE Program, 425 I Street, NW, ULLICO-4th Floor, Washington, DC 20536.

(3) The INS and the SSA are conducting the Machine-Readable Document Pilot in the State of Iowa. The Machine-Readable Document Pilot is identical to the Basic Pilot in all respects, except for the geographic scope of the pilot and for one additional feature. If an employee presents an Iowa's driver's license or identification card containing a machine-readable SSN, the employer will make an inquiry through the confirmation system by using the machine-readable feature. To receive information on the Machine-Readable Document Pilot program please call the INS SAVE Program toll free at 1-888-464-4218, or fax your request for information to (202) 514-9981. You may also write to US/INS, SAVE Program, 425 I Street, NW, ULLICO-4th Floor, Washington, DC 20536.

**(e) Employee Rights.** The INA protects U.S. citizens and aliens authorized to accept employment in the U.S. from discrimination in hiring or discharge on the basis of national origin and citizenship status.

**(f) Compliance Assistance.** More detailed information, including copies of explanatory brochures and regulatory and interpretative materials, may be obtained from local offices of the Department of Labor's Employment Standards Division, Wage and Hour Division, and the Office of Federal Contract Compliance Programs.

**(g) Penalties/Sanctions.** Employers who fail to complete and/or retain the I-9 forms are subject to penalties. The INS enforces the INA requirements on verification of employment eligibility. The Justice Department enforces the anti-discrimination provisions. As part of their ongoing enforcement efforts, the ESA's Wage and Hour Division and Office of Federal Contract Compliance Programs conduct inspections of the I-9 forms. They report their findings to the INS and to the Department of Justice when they find cases of disparate treatment or unauthorized employment. A debarring official may debar a contractor, based on a determination by the Attorney General of the United States, or designee, that the contractor is not in compliance with the INA. The Attorney General's determination is not reviewable in the debarment proceedings.

*(End of notice)*

### **H.3 DIAPR 2010-14 - CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM - JULY 2010**

(a) 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

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(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.

(b) The past performance evaluation process is a totally paperless processing 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.

(c) We request that you furnish to Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firms'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. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, system requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within **60 days** after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, block 1 - 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within **30 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." Your response is due within **30 calendar days** after receipt of the CPAR.

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

(1) 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 Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertised, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

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(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer 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 **30 - day** review period.

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

(End of notice)

## H.4 NOTIFICATION TO CONTRACTORS REGARDING RELEASE OF U.S. GOVERNMENT DOCUMENTS AND INFORMATION

### Notification to all Contractors

The recent disclosure of U.S. Government documents by WikiLeaks has resulted in damage to our national security. Each contractor is obligated to protect classified information pursuant to all applicable laws, and to use government information technology systems in accordance with agency procedures so that the integrity of such systems is not compromised.

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

Contractors therefore are reminded of the following obligations with respect to the treatment of classified information and the use of non-classified government information technology systems:

- Except as authorized by their agencies and pursuant to agency procedures, contractors shall not, while using government issued computers or other devices (such as Blackberries or Smart Phones) that access the web on non-classified government systems, access documents that are marked classified (including classified documents publicly available on the WikiLeaks and other websites), as doing so risks that material still classified will be placed onto non-classified systems. This requirement applies to access that occurs either through agency or contractor computers, or through employees' or contractors' personally owned computers that access non-classified government systems. This requirement does not restrict contractor access to non-classified, publicly available news reports (and other non-classified material) that may in turn discuss classified material, as distinguished from access to underlying documents that themselves are marked classified (including if the underlying classified documents are available on public websites or otherwise in the public domain).
- Contractors shall not access classified material unless a favorable determination of the person's eligibility for access has been made by an agency head or the agency head's designee, the person has signed and approved non-disclosure agreement, the person has a need to know the information, and the person has received contemporaneous training on the proper safeguarding of classified information and on the

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criminal, civil, and administrative sanctions that may be imposed on an individual who fails to protect classified information from unauthorized disclosure.

- Classified information shall not be removed from official premises or disclosed without proper authorization.
- Contractors who believe they may have inadvertently accessed or downloaded classified or sensitive information on computers that access the web via non-classified government systems, or without prior authorization, should contact their Contracting Officer immediately.

Thank you for your cooperation, and for your vigilance to these responsibilities. If you have any questions regarding handling classified documents, or the blocking of access to the WikiLeaks web site, please contact your Contracting Officer. It will be the Contracting Officer's responsibility to contact the appropriate government personnel regarding these matters.

*(End of notice)*

**END OF SECTION H**

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## SECTION I – TASK ORDER AND CONTRACT CLAUSES

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

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

FAR Clauses - <https://www.acquisition.gov/far/>

DOI Clauses - <http://www.doi.gov/pam/aindex.html>

**IMPORTANT:** Note that the GSA Federal Supply Schedule (GSA FFS number: \_\_\_\_\_) against which this Task Order is placed contains many FAR clauses incorporated by reference. The following clauses incorporated by reference are those in addition to clauses identified in the GSA Federal Supply Schedule (GSA FFS number: \_\_\_\_\_).

Clause	Title	Date
52.203-5	Covenant Against Contingent Fees	April 1984
52.203-7	Anti-Kickback Procedures	October 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	October 2010
52.203-14	Display of Hotline Poster(s)	December 2007
52.203-16	Preventing Personal Conflicts of Interest	December 2011
52.204-2	Security Requirements	August 1996
52.204-7	Central Contractor Registration	April 2008
52.204-9	Personal Identity Verification of Contractor Personnel	September 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	December 2010
52.209-9	Updates of Publically Available Information Regarding Responsibility Matters	January 2011
52.211-5	Material Requirements	August 2000
52.215-2	Audit and Records – Negotiation	October 2010
52.215-8	Order of Precedence--Uniform Contract Format	October 1997
52.215-10	Price Reduction For Defective Certified Cost or Pricing Data	August 2011
52.215-11	Price Reduction For Defective Certified Cost or Pricing Data – Modifications	August 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	October 2010
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications	October 2010
52.215-15	Pension Adjustments and Asset Reversions	October 2010
52.215-16	Facilities Capital Cost of Money	June 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	July 2005
52.215-19	Notification of Ownership Changes	October 2010

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52.215-21 A4	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications – Alternate IV	October 2010
52-219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	January 2011
52-219-4 AI	Notice of Price Evaluation Preference for HUBZone Small Business Concerns – Alternate I	January 2011
52.222-99	Notification of Employee Rights Under the National Labor Relations Act (Deviation 2010-O0013)	June 2010
52.223-6	Drug Free Workplace	May 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	May 2008
52.227-1	Authorization and Consent	December 2007
52.227-3	Patent Indemnity	April 1984
52.227-17	Rights in Data – Special Works	December 2007
52.227-18	Rights in Data – Existing Works	December 2007
52.228-1	Bid Guarantee	September 1996
52.228-2	Additional Bond Security	October 1997
52.228-11	Pledges Of Assets	September 2009
52.228-14	Irrevocable Letter of Credit	December 1999
52.228-16	Performance and Payment Bonds—Other Than Construction	November 2006
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	April 2003
52.232-1	Payments	April 1984
52.232-8	Discounts for Prompt Payment	February 2002
52.232-11	Extras	April 1984
52.232-15	Progress Payments Not Included	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	October 2008
52.232-32	Performance-Based Payments	August 2010
52.233-1 A1	Disputes - Alternate I	December 1991
52.243-1 A3	Changes – Fixed Price – Alternate III	April 1984
52.244-2	Subcontracts	October 2010
52.244-6	Subcontracts for Commercial Items	December 2010
52.245-9	Use And Charges	August 2010
52.246-20	Warranty of Services	May 2001
52.246-23	Limitation of Liability	February 1997
52.246-25	Limitation of Liability—Services	February 1997
52.248-1	Value Engineering	October 2010
52.249-2	Termination for Convenience of the Government (Fixed-Price)	May 2004
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	April 1984
52.249-8	Default (Fixed-Price Supply and Service)	April 1984
52.252-4	Alterations in Contract	April 1984
52.252-6	Authorized Deviations in Clauses	April 1984
52.253-1	Computer Generated Forms	January 1991

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**I.2 1452.203-70 RESTRICTION ON ENDORSEMENTS--DEPARTMENT OF THE 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.3 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.4 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.5 1452.228-70 LIABILITY INSURANCE -- DEPARTMENT OF THE INTERIOR - JULY 1996**

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

\$100,000

**GENERAL LIABILITY**

\$500,000 per occurrence

**AUTOMOBILE LIABILITY**

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\$200,000 each person  
\$500,000 each occurrence  
\$ 20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer **30 days prior to the effective date** of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

*End of Clause*

## **I.6 1452.236-70 PROHIBITION AGAINST USE OF LEAD-BASED PAINT - DEPARTMENT OF THE INTERIOR - JULY 1996**

Paint containing more than .06 percent by weight of lead in paint, or the equivalent measure of lead in the dried film of paint already applied, shall not be used in the construction or rehabilitation of residential structures under this contract or any resulting subcontracts.

*End of Clause*

## **I.7 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES – OCTOBER 1997**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Contracting Officer (CO) **within 30 days**.

(2) The Contractor shall also notify the CO **within 30 days** whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the CO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

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(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

*(End of Clause)*

## **I.8 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION - APRIL 2009**

**(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 means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

**(b)** If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the 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

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

**(c)** 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 assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

**(d)** The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

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(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, 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 that the data have been validated or updated, and provide the date of the validation or update

(f) 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 (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA 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:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 541620 assigned to contract number TBD.

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

*End of Clause*

## **I.9 52.228-1 OFFER GUARANTEE JUNE 2007**

(a) Failure to furnish an offer guarantee in the proper form and amount, by the time set for submission of proposals, may be cause for rejection of the proposal.

(b) The bidder shall furnish an offer 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 offer guarantees, other than bid bonds --

(1) To unsuccessful offerors as soon as practicable after the receipt of proposals; and

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

(c) The amount of the bid guarantee shall be **20 percent** of the offer price or **\$3,000,000.00**, whichever is less.

(d) If the successful offeror, upon acceptance of its proposal by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 15 days after receipt of the forms by the offeror, the Contracting Officer may terminate the contract for default.

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

*(End of Provision)*

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## I.10 52.245-1 GOVERNMENT PROPERTY JUNE 2007

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

"Acquisition cost" means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

"Cannibalize" means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

"Contractor-acquired property" means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

"Contractor inventory" means-

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans there under or of the termination of the contract (or subcontract there under), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

(4) "Contractor's managerial personnel" means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

"Demilitarization" means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

"Discrepancies incident to shipment" means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

"Equipment" means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

"Government-furnished property" means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

"Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

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"Material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

"Nonseverable" means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

"Plant equipment" as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

"Precious metals" means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

"Property" means all tangible property, both real and personal.

"Property Administrator" means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

"Provide" means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

"Real property" means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

"Sensitive property" means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

"Surplus property" means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

**(b) Property management.**

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government

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property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

**(c) Use of Government property.** The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

**(d) Government-furnished property.**

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time-

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

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(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

**(e) Title to Government property.**

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts. (i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract-

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon-

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts. (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon-

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

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(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

**(f) Contractor plans and systems.**

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

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(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control. (A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique Item Identifier (if available).

(5) Accountable Contract number.

- (6) A statement indicating current or future need.
- (7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.
- (8) All known interests in commingled property of which the Government property is a part.
- (9) Cause and corrective action taken or to be taken to prevent recurrence.
- (10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.
- (11) Copies of all supporting documentation.
- (12) Last known location.
- (13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is-

- (A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;
- (B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or
- (C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property. (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

- (B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon

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termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

**(g) Systems analysis.**

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

**(h) Contractor Liability for Government Property.**

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies-

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the

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Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

**(i) Equitable adjustment.** Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

- (1) Any delay in delivery of Government-furnished property.
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use.
- (3) An increase, decrease, or substitution of Government-furnished property.
- (4) Failure to repair or replace Government property for which the Government is responsible.

**(j) Contractor inventory disposal.** Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause. (i) Contractor with an approved scrap procedure. (A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that-

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements. (i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority-

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules.

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify-

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for-

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than-

(i) **30-days** following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) **60 days**, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) **120 days**, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may-

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Post submission adjustments. The Contractor shall notify the Plant Clearance Officer at least **10 working days** in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage. (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within **120 days** following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the **121st day**.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions. (i) If the Government does not furnish disposition instructions to the Contractor within **45 days** following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the

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Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

**(k) Abandonment of Government property.**

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

**(l) Communication.** All communications under this clause shall be in writing.

**(m) Contracts outside the United States.** If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

*End of Clause*

(End of Clause)

## **I.11 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES – APRIL 1984**

**(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 **Bureau of Reclamation (WBR) or Department of the Interior Regulation (DIAR)** clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

*End of Clause*

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## **I.12 WBR 1452.201-80      AUTHORITIES AND LIMITATIONS -- BUREAU OF RECLAMATION - JULY 1993**

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

**(b)** The Contracting Officer may designate other Government employees to act as authorized representatives in administering this contract in accordance with the requirements of DIAR 1401.670 (48 CFR 1401.670). Any designation shall be made to the authorized representative by an appointment memorandum signed by the Contracting Officer which contains the scope and limitations of authority delegated for purposes of administering this contract. A copy of the memorandum, and any revisions to it, shall be provided to the Contractor which shall acknowledge receipt.

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

**(d)**

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

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

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

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

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

(v) Any other information considered pertinent.

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

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

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

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

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

(f) A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

### **I.13 WBR 1452.209-82 PROHIBITION ON RELEASE OF INFORMATION - BUREAU OF RECLAMATION - JULY 1997**

(a) The Contractor shall not disclose information pertaining to the services performed under this contract to anyone other than Government or other personnel authorized by the Contracting Officer. The Contractor agrees that it will protect any information obtained from other companies during the performance of this contract from unauthorized use or disclosure for as long as the information remains proprietary and shall refrain from using such information for any purpose other than that for which it was furnished.

(b) In the event that the Contractor intends to employ individuals other than its own staff or other firms in the performance of the contract, each individual or firm shall be required to furnish the same written certification.

(c) The contractor shall insert, in any subcontract which requires the performance of work similar to that being performed by the Contractor, terms which shall conform substantially to the language of this clause, including this paragraph (c).

*End of Clause*

### **I.14 WBR 1452.209-83 LIMITATION ON FUTURE CONTRACTING - DECEMBER 1994**

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5, Organizational Conflicts of Interest.

(b) The nature of this conflict is that the Contractor for this procurement will likely obtain an unfair advantage over other offerors on any future design and/or construction procurement(s) for the Pojoaque Basin Regional Water System that are awarded prior to publication of the Final Environmental Impact Statement and Record of Decision for this project.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a future

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Government solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontract under an ensuing contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid an unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). The Government shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary or confidential data of other companies, and as long as these data remain proprietary or confidential, the contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

*End of Clause*

## **I.15 WBR 1452.223-81 SAFETY AND HEALTH--BUREAU OF RECLAMATION - MAY 2010**

(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) In addition to the requirements of the Accident Prevention clause of this contract, the Contractor shall comply with the Bureau of Reclamation "Reclamation Safety and Health Standards (RSHS) (Revised November 2009) manual. Some contracts may not contain the Accident Prevention clause, e.g., those formed under simplified acquisition procedures. Even if the Accident Prevention clause is not part of this contract, the Contractor must still comply with the Reclamation RSHS manual.

(c)

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

(2) The RSHS manual as referenced in subparagraph (b) above is available at the following website:  
<http://www.usbr.gov/sslelsafety/RSHStrshs.html>.

(d) The Contractor shall submit a written proposed safety program in the form and time intervals prescribed in section 3 of the RSHS manual and amendments or revisions thereto in effect on the date of the solicitation.

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

(1) The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer (or authorized representative) in the manner prescribed by the Contracting Officer, all cases of death, occupational diseases, or traumatic injury to employees or the public involved, and property damage in excess of \$2,500 occurring during performance of work under this contract.

(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.

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

*End of Clause*

**I.16 WBR 1452.223-82 PROTECTING FEDERAL EMPLOYEES AND THE PUBLIC FROM EXPOSURE TO TOBACCO SMOKE IN THE FEDERAL WORKPLACE -- BUREAU OF RECLAMATION - DECEMBER 2009**

(a) In performing work under this contract, the contractor shall comply with the requirements of Executive Order 13058, dated August 9, 1997, which prohibits the smoking of tobacco products in all interior space owned, rented, or leased by the executive branch of the Federal Government, and in any outdoor areas under executive branch control in front of air intake ducts.

(b) In addition, pursuant to Federal Management Regulation (FMR) Bulletin 2009-B1, effective December 22, 2008, smoking is prohibited in courtyards and within 25 feet of doorways and air intake ducts on outdoor space under the jurisdiction, custody or control of GSA.

*End of Clause*

**I.17 WBR 1452.228-84 CERTIFICATION OF REPRESENTATIVES FOR CORPORATE SURETIES--BUREAU OF RECLAMATION - SEPTEMBER 1996**

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

- (1) be accompanied by a power of attorney to the signatory agent or attorney-in-fact; and
- (2) the power of attorney or attorney-in-fact shall have been executed by the corporate surety upon a date prior to the date of the execution of the bond; or
- (3) be accompanied by a certification of the sureties to the effect that the power of attorney was in full force and effect upon the date of the bond.

*End of Clause*

*End of Clause*

**I.18 WBR 1452.232-80 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) - BUREAU OF RECLAMATION - SEPTEMBER 2003**

(a) Pursuant to Section 12 of the Reclamation Project Act of 1939 (43 U.S.C. 388) incremental funding for this contract will be made available in accordance with this clause. This statute permits the Secretary of the Interior to enter into contracts which will cover such periods as the Secretary may consider necessary but in which liability of the United States shall be contingent upon appropriations being made therefore. For purposes of this clause, the term "appropriations" includes the Bureau of Reclamation's subsequent allocation of funds for this contract.

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(b) **100% of funding is estimated to be presently available** for payment and allotted under this contract for **all line items identified in Section B, Schedules A & B.** This present funding allotment is contemplated to cover the work to be performed until **the contract is completed.** A schedule for anticipated future funding allotments is as follows. This information is for planning purposes only and may not be fully representative of the funds actually allotted under this contract.

<b>SCHEDULE A</b>	
<b>FISCAL YEAR</b>	<b>FUNDING AMOUNT</b>
FY2012 through FY2017	\$ 100%

(c) For work identified in paragraph (b) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of specified work for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor shall not be obligated to continue performance of this work beyond that point. The Government shall not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for this work notwithstanding any contrary provisions of the Termination for Convenience of the Government clause of this contract.

(d) Notwithstanding the date specified in paragraph (b) of this clause, the Contractor shall notify the Contracting Officer in writing at least **sixty days prior** to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate **75 percent** of the total amount then allotted to the contract for performance of work identified in paragraph (b) of this clause. The notification shall state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the work up to the next scheduled date for allotment of funds identified in paragraph (b) of this clause, or to a mutually agreed upon substitute date. The notification shall also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of work funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (b) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer shall terminate any work for which additional funds have not been allotted, pursuant to the Termination for Convenience of the Government clause of this contract.

(e) When additional funds are allotted for continued performance of the work identified in paragraph (b) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (c) through (e) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly through revision of paragraph (b) of this clause. The Contracting Officer is the only person authorized to provide notice, communication, or other form of representation to increase or decrease the amount of funds allotted by the Government to this contract. If agreement cannot be reached, the Contracting Officer will make a final decision as to the period of contract performance that will be covered by the funds. This decision may be appealed by the Contractor under the Disputes clause of the contract.

(f) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the work identified in paragraph (b) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of work, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(g) The Government may at any time prior to termination allot additional funds for the performance of the work identified in paragraph (b) of this clause.

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(h) The termination provisions of this clause do not limit the rights of the Government under the Default clause of this contract. The provisions of this clause are limited to the work and allotment of funds as set forth in paragraph (b) of this clause. This clause is inapplicable once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (e) or (f) of this clause.

(i) Change orders shall not be considered authorization to exceed the amount allotted by the Government as specified in paragraph (b) of this clause unless the amount is increased by inclusion of a statement contained in the change order.

(j) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

*End of Clause*

## **I.19 WBR 1452.233-82 NOTICE OF PROPOSED PARTNERING--BUREAU OF RECLAMATION - MAY 1994**

Reclamation policy is to try to resolve all contractual issues in controversy by mutual agreement through the use of an appropriate alternative disputes resolution process. Thus to most effectively complete the work required under the future contract, the Bureau of Reclamation proposes to mutually form a voluntary Partnering arrangement with the Contractor. This bilateral relationship would strive for mutual trust, dedication to common goals, and a understanding of each other's individual expectations and values. The expected benefits would include improved efficiency, cost effectiveness and innovation between all parties to ensure a quality deliverable that is completed on time and within budget. Any cost associated with implementing this Partnering arrangement will be agreed to by both parties and will be shared equally, with no change in contract price. Additional information on Partnering and suggested implementation procedures are contained in the Bureau of Reclamation "Partnering" guide book, that is available from the contracting officer.

*End of Clause*

## **I.20 WBR 1452.236-84 PRESERVATION OF CULTURAL RESOURCES—BUREAU OF RECLAMATION - FEBRUARY 2000**

**(a) 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.

**(b) 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.

(1) 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. This requirement is prescribed under the Native American Graves Protection and Repatriation Act (NAGPRA). Many States have "burial laws" that apply to non-Federal and non-Indian lands; the Contractor is responsible for complying with applicable state law when operating on non-Federal and non-Indian lands.

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(2) 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 **2 days** to the responsible tribal official and the Contracting Officer. (The Reclamation office will supply the name and phone number of the tribal official. This information also can be obtained at <<http://web.cast.uark.edu/other/nps/nacd>>.)

(3) 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.

**(c) Destruction of Archaeological Resources.** Any person who excavates, removes, damages, alters or defaces or attempts to excavate, remove, damage, or otherwise alter or deface any archaeological resource located on public lands or Indian lands is subject to a maximum of five years in prison and \$250,000 fine, as prescribed under Sections 6 and 7 of the Archaeological Resources Protection Act. State law may provide other penalties on non-Federal lands.

**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.

**(i) Definitions.**

(1) "Cultural items" as defined by NAGPRA include Native American human remains, funerary objects, sacred objects, and objects of cultural patrimony.

(2) "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.

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(3) "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.

(4) "Human remains" means the physical remains of the body of a person.

(5) "Native American" means of, or relating to, a tribe, people, or culture that is indigenous to the United States.

(6) "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.

(7) "Objects of cultural patrimony" means Native American items having ongoing historical, traditional, or cultural importance central to the Indian 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.

*End of Clause*

## **I.21 WBR 1452.237-80 SECURITY REQUIREMENTS--BUREAU OF RECLAMATION - FEBRUARY 2011**

### **(a) General Security Requirements:**

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

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

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

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

(5) Any Contractor employee that will have access to a Federally-controlled facility or information system will be required to have a Government-issued identification card, consisting of either a

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Personal Identity Verification (PIV) Card, a temporary identification card, or a visitor badge. During performance of the contract, the Contractor shall keep the COR apprised of any changes in personnel, or changes in personnel access or duration, to ensure that performance is not delayed by compliance with credentialing processes.

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

(7) All Contractor employees shall access the facility via the facility's entry screening system and visibly display the Government-issued PIV Card, temporary identification card, or visitor identification badge at all times. Contractor employees must visibly wear the Government-issued identification card at all times they are on Government facilities. Contractor employees are responsible for the safekeeping of all Government-issued identification cards, whether on-site or off-site. Cards that have been lost, damaged, or stolen must be reported to the COR within 24 hours. The Contractor shall return all identification cards and card keys and any other Government property and information upon completion of performance or when personnel depart permanently or for a period of 7 days or more. The Contractor may be required to turn in access control cards or identification cards on a daily basis.

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

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

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

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

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

(13) These security requirements apply to all sections of this Contract including Contract

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Drawings and other Contract Specifications as applicable. Related documents include other general provisions of Construction or Operations and Maintenance type Contracts, including FAR clauses by reference or as amended by related documents.

**(b) Information Security Requirements.**

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

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

(3) The Contractor shall not release to anyone outside the Contractor’s organization any sensitive, or otherwise protected information, regardless of medium in which it is contained (for example, film, tape, document, electronic), pertaining to any part of this contract or any Reclamation program or activity, unless the CO has given prior written approval. This includes, but is not limited to, news releases, marketing promotions, articles, interviews, reports, and any other media releases. Requests for approval shall identify the specific information to be released, the medium to be used, the purpose for the release, and a description of the need-to-know. The Contractor shall submit its request to the CO ten business days before the proposed date for release. Subcontractors shall submit requests for authorization to release through the prime Contractor to the CO.

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

information.

**(c) Contractor Employee Suitability and Issuance of Government Identification Cards:**

(1) Performance of this contract requires Contractor personnel to have a Federal Government-issued HSPD-12/FIPS-201 compliant Personal Identification Verification Card (PIV Card) before being allowed unsupervised access to a Federally-controlled facility or information system. (Note: within the Department of the Interior this card is known as a DOI Access Card.) An active PIV Card issued by another Federal Government agency will be accepted by Reclamation if the associated background investigation is sufficient for the work and access to facilities and information systems required under this contract, as determined solely by Reclamation.

(2) At the Government's sole discretion, the Government may issue a temporary identification card or visitor identification badge, in lieu of a PIV Card, under one of the following conditions:

(i) The individual will only be associated with Reclamation for a period of 180 days or less, will not have access to sensitive information, and any access to a sensitive area or Federal-controlled information systems will be fully supervised. The 180 calendar day period begins on the first day of the individual's affiliation with Reclamation (in this case, the date that the individual's contract performance begins) and ends exactly 180 days later, regardless of the number of times the individual actually accesses a Government facility or information system.

(ii) The individual will only have sporadic access to Federal facilities and information systems; will not have access to sensitive information, and any access to a sensitive area or Federal-controlled information system will be fully supervised.

(iii) The individual will work exclusively outdoors, will not have access to sensitive information, and any access to a sensitive area or Federal-controlled information system will be fully supervised.

(iv) In paragraphs (i) through (iii), supervised access means the individual's access to, and movement within, a facility is monitored and controlled sufficiently to prevent access to any unauthorized areas, equipment, or information; and the individual's access to an information system is monitored and controlled sufficiently to ensure appropriate use of the system and information, and to prevent access to any unauthorized systems or information. Supervision must be performed by an individual with an active Government-issued PIV Card.

(3) The Contractor shall furnish to the COR an alphabetical list of contract personnel, to include subcontractors, who will require access to a Government facility or information system. The list shall provide the full name, social security number, date of birth, place of birth, purpose or job title, and the estimated duration of access. If the Contractor believes an individual should be issued a temporary identification card or visitor identification badge in lieu of a PIV Card based on the conditions in paragraph (4), then the Contractor must also submit a sufficient written justification as to why the specific individual or individuals will not need a PIV Card. The Contractor shall provide this information before the start of contract performance, or before the start of an individual's performance when there is a change or addition of personnel, with sufficient time to ensure that performance is not delayed by compliance with credentialing processes.

(4) Any contract employees that will be issued a temporary identification card or visitor identification badge, in lieu of a PIV Card, at the Government's sole discretion, will be subject to the following credentialing procedures:

*Contract employees must follow all security requirements when working in Federal buildings. These typically include signing in on a visitor log sheet and wearing the visitor badge issued by the security guard or receptionist. These requirements may also include showing the security guard or receptionist a valid state driver's license or other form of government-issued identification.*

(5) Any contract employees that will be issued a PIV Card will be subject to the following

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credentialing procedures:

(i) For Contractor employees needing a PIV Card, as determined by the Government, the CO or COR will initiate the e-Qip electronic background investigation process, and give the Contractor instructions for completing the background investigation and PIV Card process. As part of the PIV Card process, each Contractor employee shall be required to appear in person at a Government PIV Enrollment Station to have personal identity verification documents verified, have a photograph taken, be fingerprinted, and to pick up and activate the PIV Card when completed. The Contractor must make its personnel available at the place and time specified by the COR in order to initiate this process. The following electronic or paper forms shall be used to initiate the background investigation and PIV process: OPM Standard Form 85, 85P, or 86; OF 306; Fingerprint Card FD-258 or electronic fingerprints; and Fair Credit Reporting Act Authorization Form.

(ii) The cost of completing the above processes and submitting the above forms, including any charges for obtaining fingerprints and traveling to a Credentialing Center for card enrollment and activation, shall be borne by the Contractor. The cost of suitability and PIV-related background investigations shall be borne by Reclamation. For contracts that require a national security clearance, the cost of obtaining the national security clearance, including any associated background investigation, will be borne by the Contractor.

(iii) Contractor employees are required to complete all forms and to give, and to authorize others to give, full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize provision of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the Contractor personnel being investigated in person, by telephone, or in writing, and the Contractor agrees to make them available for such contact.

(iv) For each Contractor employee that will be issued a PIV Card, the Government will conduct a background investigation. The level of background investigation for each Contractor employee will be determined by the Government based on the risk and sensitivity levels as described in Reclamation's Personnel Security and Suitability Directives and Standards," SLE 01-01, which is available at <http://www.usbr.gov/recman/DandS.html#sle>. At a minimum, each Contractor employee that will be issued a PIV Card will receive a National Agency Check with Written Inquiries (NACI) Background Investigation. The minimum standards which will be used in suitability determinations are contained in the DOI Departmental Manual Part 441, Chapter 5, which is available at [http://elips.doi.gov/app\\_dm/act\\_getfiles.cfm?relnum=3862](http://elips.doi.gov/app_dm/act_getfiles.cfm?relnum=3862).

(v) Each Contractor employee in a position designated as higher than Low Risk Non-Sensitive shall be reinvestigated on a periodic basis as described in Reclamation's Personnel Security and Suitability Directives and Standards. A reinvestigation may also be initiated when the Contractor or the Government believes that a particular individual's continued ability to meet the contract's minimum standards is in question; or if it is determined that the position has changed and a higher level investigation is warranted.

(vi) If a Contractor employee has worked under a Federal agency contract within the past two years, and that contract required a successfully-adjudicated background investigation at the same risk level as (or higher than) this contract, further investigation may not be necessary. The Contractor shall provide the COR with documentation that supports the individual's previous contract work and any information, including name and social security number, date of birth, and place of birth, needed for Government verification of previous background investigation.

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(vii) If the final adjudication is unfavorable on a Contractor employee, or if Reclamation finds a Contractor employee to be unsuitable or unfit for his or her assigned duties, the CO will direct the Contractor to remove the individual from the contract and access to the Federal facility at which the contract activities are occurring. In the event of a disagreement between the Contractor and the Government concerning the suitability of a particular employee to perform work under this contract, the Government shall have the right of final determination. Determinations under this requirement are subject to the Disputes Clause. Failure of the Contractor to comply with the requirements of this clause could constitute grounds for termination for default.

(viii) Reclamation will not allow a Contractor employee access to their investigation files. An individual may request, under the provisions of the Privacy Act and/or Freedom of Information Act, copies of their files from the investigative agency (Office of Personnel Management). Reclamation will not release a copy of any investigative file, in whole or part, to the Contractor or any Contractor representative.

#### **(d) Site Security Requirements**

**(1) General Description.** This section provides provisions to ensure the full security integrity of the facility and personnel working at the facility. The work of this section may involve interfaces with a number of Government security personnel, normally coordinated through the designated COR. The Contractor is responsible for ensuring that activities are accomplished in a manner that complies fully with applicable security statutes, regulations, policies, directives, and standards.

**(2) Government Security Personnel.** When and where applicable, security personnel may be assigned to control access, secure materials or activities at the work site, or escort Contractor personnel in sensitive areas. Personnel may include security managers, security guards, security contractors acting as agents of the Government, law enforcement personnel, or others. These individuals may be used to ensure the overall security and integrity of the site or building and provide controlled access. These individuals may conduct inspection of all workers, vehicles, equipment, or materials entering, or re-entering the work site. The inspection may be done with walk-through and/or hand-held metal detectors or by other means as may be deemed necessary by Reclamation.

**(3) Contractor Guard Force.** At the Contractor's sole discretion, and at the Contractor's own expense, with prior written Government approval, a Contractor may be authorized to hire its own guards to secure Contractor-owned equipment and/or to protect Contractor employees or subcontractors. If such a relationship is permitted, the Contractor shall be exclusively liable for all guard activities to include action or inaction of Contractor's guard personnel. The Government will not offer nor provide any indemnification. Contractor shall be solely responsible for guards at all times to include any supervision, oversight, and for the development of local guard orders and/or procedures. The Contractor shall be responsible for coordinating all guard activities with the COR and shall develop and submit to the COR, for advance approval, any guard orders and/or guard procedures.

#### **(4) Additional Security-Related Submittals**

**(i) Visitor List.** The Contractor shall furnish to the COR, in advance, notification of visit of any Contractor-sponsored visitor to a Government-controlled facility. This notification should be in writing and must include the purpose or nature of the visit, the full name of the visitor, and the full name and phone number of the designated sponsor who will be physically responsible for escorting the visitor for the duration of the scheduled visit.

**(ii) Delivery Schedule.** The Contractor shall furnish to the COR, in advance, a schedule for all deliveries. This list shall include estimated delivery date, time, nature of the materials being delivered, and – where available – the name of delivery company and type of vehicle.

**(iii) Explosive Security Plan.** The Contractor shall furnish to the COR for approval, in advance, an explosive security plan at any work site where explosives will be stored or used.

#### **(5) General Provisions.**

**(i) General.** The Contractor shall comply with the Government's site security

procedures as specified, and as requested subsequent to award of Contract. Failure of the Contractor to comply with required access controls, information handling procedures, or any other security controls or procedures, may result in revocation of Contractor personnel access to the work site. The Government reserves the right to modify or clarify security provisions of this contract based on changing political and civil circumstances, and perceived threats to personnel or the facility.

**(ii) Security Facilities and Equipment.** The Contractor shall use security facilities and equipment only for the purposes intended and as directed by the CO. The Contractor shall comply with the Government's instructions for use of secure storage areas, site enclosure and gates, temporary security lighting, building space enclosure, and lockup devices and systems established for detection, monitoring, signaling, and alarming field office facilities. Measures necessary to secure the integrity of materials, equipment, and tools installed or used in furtherance of this contract shall be at no cost to the Government.

**(iii) Security Personnel Availability/Work Schedules.** The Contractor shall notify the COR at least 24 hours in advance of any projected work which might impact on security or require the scheduling of extended security personnel support. The Contractor shall provide a weekly work schedule which may have security implications, such as anticipated delivery of materials, use of explosives or heavy machinery, and extra time needed for continuous or inherently lengthy construction or project specific operations (such as concrete placement).

**(iv) Deliveries.** The Contractor shall provide at least one day's advance notice of major deliveries, including time of arrival and trucks/carriers/documentation to be expected for arrival at work site. The Contractor shall provide reasonable advanced notice of deliveries which must be accommodated/accepted at times other than the Government's established working hours. Failure to provide adequate advanced notice may result in delivery delays at the Contractor's expense.

**(v) Site Access.** All Contractor personnel will be issued appropriate identification and must comply with all local access control procedures. The Government reserves the exclusive right to refuse or disallow any vehicular or pedestrian access to any Government-controlled facility or for any deliveries to the work site, regardless if access was scheduled or unscheduled.

**(vi) Inspections and Searches.** The Government reserves unqualified and unlimited right at any time to conduct security-related inspections or searches of work, material, equipment, personnel, and temporary facilities at the work site. The Contractor shall afford unrestricted access to work and allow surveillance and inspection by any Government personnel as authorized by the COR. The Government reserves the right to conduct searches of articles and personal effects of all Contractor personnel, both at point of entry and exit from the work site or Government facility. All Contractor personnel entering and leaving the work site may be required to pass through a Walk-Through-Metal-Detector device and/or other detection devices.

**(vii) After Duty Hours.** No Contractor personnel shall be permitted access to the work site after the Government's established working hours without prior authorization from the Government. All personnel seeking access to the site after the Government's established working hours may be required to sign in and out in a visitor's log that may be maintained by the on duty security personnel (if any).

**(viii) Access Procedures at Sensitive Areas.** In some instances, the Contractor may be required to erect temporary security barriers and doors to isolate a sensitive area as instructed by the Government. The Contractor may be required to install locks and thereafter control access. The Contractor shall comply with the Government's requirement for limited and escorted access to the sensitive area. The Contractor shall notify the COR at least one day prior to each requested access to the sensitive area that is outside of the Government's established working hours.

**(ix) Reported Violations.** Where an indication, report, or observation of unauthorized access or performance of unauthorized work has occurred, the Government reserves the right to stop work and deny access until the circumstance and work can be investigated, inspected, tested, and resolved. The entire cost of such stoppages and resolutions shall be borne by Contractor, except when

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alleged violations of established security requirements, after investigation, are found not to be the fault of the Contractor.

**(x) Briefings.** Contractor personnel who will be assigned to this project, and who will have access to the work site, may be required to attend Government-conducted security briefings. The Government reserves the right to conduct security briefings for Contractor personnel and visitors at all levels of involvement in performance of work and maintenance of security. Required briefings may include, but are not limited to, the following: Information Security, Site Security Requirements and Procedures, Delivery Methods and Inspections, Storage Requirements, Reporting Requirements, Supervisory Procedures, Contractor Employee Conduct, Visitor Control, and Threats.

**(xi) Key Control.** Control of keys/access codes and lock combinations is essential for the Government’s project security. The Contractor shall not allow keys or access codes to be duplicated or removed from the work site, nor allow lock combinations to be divulged without specific written advanced authorization from the COR. Such loss of control, observed or suspected, may result in a requirement to change locks involved at the Contractor’s expense. At the direction of the COR, the Contractor shall provide duplicate keys and lock combinations to Government security personnel when requested for the purpose of security inspections and emergency actions, including keys, combinations, and access codes needed for unrestricted access to every area and element of the project. The Contractor may be required to establish a key control program that is acceptable to the Government for Government-issued keys and for heavy machinery parked at the construction site (if this is a construction contract).

**(xii) Vehicle Control.** In general, parking of vehicles on the work site shall not be permitted, except for tractors, cranes, and similar equipment used directly in performance of work, for delivery of materials/supplies, and for removal of waste and surplus material. The Government may designate an approved contractor employee parking area. Upon entering the work site, vehicles and drivers may be subject to search and inspection. The Contractor shall obtain authorization from the COR to park the Contractor’s official vehicles and motorized vehicular construction equipment that are required/desired to be parked on the work site. Vehicles in violation may be towed off the work site at the Contractor’s expense. Where Government-designated employee parking is not available, parking of construction employees’ automobiles and similar transportation vehicles may be excluded from the work site. It is the Contractor’s responsibility to arrange for suitable accommodation for these vehicles.

**(xiii) Prohibited/Restricted Items.** Prohibited/restricted items and activities on the work site include but are not limited to the following: firearms and other weapons, except as specifically authorized by the COR in compliance with state and Federal laws and regulations; drugs, including narcotics, barbiturates, marijuana, alcoholic beverages, and similar substances, except for use with valid medical prescription; and explosives.

**(xiv) Exceptions for Explosives.** When needed for use in specifically limited amounts and controlled circumstances for construction work, explosives may be brought onsite with written prior authorization from the COR. As a hazardous material, the Contractor shall treat the use of explosives in accordance with regulations and guidance provided by Federal, State, and local authorities. The storage of explosives shall be in accordance with requirements of the Bureau of Alcohol, Tobacco, and Firearms or the State in which they are stored. If onsite storage of explosives is necessary, explosives shall be stored at a pre-designated, secure site approved by the COR. Prior to Government approval of storage, the Contractor shall develop and submit to the COR a complete storage/security/retrieval plan for approval. The storage/security plan can be included in a “Blasting Safety Plan.” The plan shall make accommodations for surveillance, detection, and response. Explosives firing systems shall be stored off-site and under no circumstances shall be stored together with explosives.

**(xv) Photography.** The use of photographic equipment and taking of photographs shall only be allowed as authorized by the COR.

**(e) Information Technology Security – Basic Security Requirements:**

- (1) The Contractor shall ensure that its employees, in performance of the contract, receive

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annual IT security training in Reclamation IT Security policies, procedures, computer ethics, and best practices in accordance with the awareness and training requirements of the latest version of the Department of the Interior *Information Technology Security Policy*. Applicable excerpts from this document are available, upon request, from the CO. The Contractor may use web-based training available from Reclamation to meet this requirement.

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

(3) In addition to the notification requirements (b)(4), the Contractor shall immediately notify the COR, of all cyber-related incidents (including the compromise of Contractor- or Government-owned systems for which the Contractor bears operational or management responsibility), regardless of location.

*(End of Clause)*

## **I.22 WBR 1452.243-80 MODIFICATION PROPOSALS —BUREAU OF RECLAMATION - DECEMBER 2001**

(a) In submitting any proposal for a modification under this contract (including any proposal for an equitable adjustment resulting from a change under the 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 \$500,000 (considering both increases and decreases) --
  - (i) Submit 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;

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

(iii) Comply with the requirements of either the Subcontractor Cost or Pricing Data clause or the the Subcontractor Cost or Pricing Data -- Modifications clause of this contract when the adjustment includes a subcontract modification involving a pricing adjustment expected to exceed 500,000.

(b) Under the 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 Disputes clause of this contract.

*End of Clause*

***END OF SECTION I***

**DRAFT**

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## SECTION J – LIST OF ATTACHMENTS

Attach. #	Description	Date	Pages	File
1	<b>PERFORMANCE WORK STATEMENT</b> – Pojoaque Basin Regional Water System Environmental Impact Statement	3 February 2012	48	 Performance Work Statement
2	<b>Key Personnel Qualifications</b>	N/A	2	 Key Personnel Qualifications for EIS
3	<b>Performance Evaluation Plan (PEP) [DRAFT ONLY]</b>	29 February 2012	38	 Draft PEP 2-29-2012.pdf
4	<b>Pojoaque Basin Regional Water System Environmental Impact Statement Area of Potential Impact</b>	27 January 2012	1	 20120131_EIS_Aam odt_AreaOfPotentialI
5	<a href="#"><u>Performance-Based Payments Guide</u></a> -	30 November 2001	66	 PBP Guide.pdf
6	<b>Past Performance Questionnaire Form</b>	N/A	6	 PAST PERFORMANCE QUES
7	<a href="#"><u>Oral Presentation Guide for Offerors</u></a> – Lawrence L. Tracy	N/A	10	 The Oral Presentation.pdf
8	<b>Small Business Subcontracting Plan Format</b>	10 December 2001	14	 Microsoft Office Word 97 - 2003 Docu

*END OF SECTION J*

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## SECTION K -- Representations, Certifications and Other Statements of OFFERORS OR RESPONDENTS

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

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

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

DOI provisions <http://www.doi.gov/pam/aindex.html>

Clause	Title	Date
52.209-7	Information Regarding Responsibility Matters	April 2010

### K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS- FEBRUARY 2009

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is **541620**.

(2) The small business size standard is **\$7.0 million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction of service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

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

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

(i) Paragraph (d) applies.

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

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(c)

(1) The following representations or certifications in ORCA 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 \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 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.

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

(vi) 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.

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

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(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.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

(xi) 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.

(xii) 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 items.

(xiii) 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.

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

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

(xvi) 52.225-4, Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 \$67,826, the provision with its Alternate II applies.

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

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to-

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

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- (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.
- (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.
- (iii) 52.219-22, Small Disadvantaged Business Status.
  - (A) Basic.
  - (B) Alternate I.
- (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- (vi) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Certification.
- (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.
- (ix) 52.227-6, Royalty Information.
  - (A) Basic.
  - (B) Alternate I.
- (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

**(d)** The Contractor has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the Contractor 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 [*Contractor to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

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

*(End of Provision)*

### **K.3 WBR 1452.209-80 ORGANIZATIONAL CONFLICT OF INTEREST -- BUREAU OF RECLAMATION - SEPTEMBER 2006**

**(a) Definition.** "Organizational conflict of interest," as used in this clause, means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

**(b) Disclosure.** By submission of this offer, offeror represents that it is not aware of any information bearing on the existence of any actual or potential organizational conflict of interest in connection with this solicitation number ,

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except as herein provided in the following disclosure statement.

(1) This disclosure statement submitted with this offer describes all relevant information concerning any past, present, or planned interests bearing on whether this firm (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest. List any potential organizational conflict of interest in the space provided below. If no potential conflicts exist, list "NONE."

(2) The offeror agrees that if awarded a contract under this solicitation that, throughout the life of the contract, immediate notification will be provided to the contracting officer if at any time a potential or actual conflict becomes known to this firm.

**(c) Policy guidance.** FAR Subpart 9.5 and Reclamation Acquisition Regulation Subpart 1409.5 contain the policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest, and may be used as guidance by an offeror in determining an appropriate course of action.

*(End of provision)*

**END OF SECTION K**

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## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

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

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

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

DOI provisions <http://www.doi.gov/pam/aindex.html>

Clause	Title	Date
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
52.211-2	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST)	January 2006
52.211-3	Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards, and Commercial Item Descriptions	June 1988
52.211-4	Availability for Examination of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions	June 1988

### L.2 52.215-1 A1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION – OCTOBER 1997 (ALTERNATE II)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.”

“In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

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“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

**(b) Amendments to solicitations.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

**(c) Submission, modification, revision, and withdrawal of proposals.**

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and e-mail addresses of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

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

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

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(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

**(d) Offer expiration date.** Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

**(e) Restriction on disclosure and use of data.** Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

**(f) Contract award.**

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive

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range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

*(End of Provision)*

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### L.3 52.215-3 REQUEST FOR INFORMATION OR SOLICITATION FOR PLANNING PURPOSES – OCTOBER 2007

(a) The Government does not intend to award a contract on the basis of this **DRAFT solicitation** or to otherwise pay for the information solicited except as an allowable cost under other contracts as provided in subsection 31.205-18, Bid and proposal costs, of the Federal Acquisition Regulation.

(b) Although “proposal” and “offeror” are used in this Request for Information, your response will be treated as information only. It shall not be used as a proposal.

(c) This solicitation is issued for the purpose of: *Allowing Potential Offerors to review and provide comment on how to improve this Draft Solicitation at the Pre-Proposal Conference scheduled for 6 March 2012 at the Bureau of Reclamation’s Albuquerque Office.*

*(End of Provision)*

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

The Government contemplates award of a **fixed-price award fee performance-based Task Order against the awardee’s current GSA FSS IDIQ contract** resulting from this solicitation. See Section B for details.

*End of Provision*

### L.5 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

*(End of provision)*

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## **L.6 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES - FEBRUARY 1993**

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

*(End of Provision)*

## **L.7 52.232-28 A1 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS - ALTERNATE I - MARCH 2000**

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

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(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with payment terms of this contract.

(2) The terms and conditions of the performance-based payments must--

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(f) The Government will adjust each proposed price to reflect the cost of providing the proposed performance-based payments to determine the total cost to the Government of that particular combination of price and performance-based financing. The Government will make the adjustment using the procedure described in FAR 32.205(c).

*(End of Provision)*

## **L.8 52.233-2 SERVICE OF PROTEST—DEPARTMENT OF THE INTERIOR (JULY 1996) (DEVIATION) - SEPTEMBER 2006**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

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**Department of the Interior, Bureau of Reclamation  
Upper Colorado Regional Office  
Acquisition Management Division, UC-843  
Room 6107  
Salt Lake City, UT 84138-1147**

(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 for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240

*End of Provision*

**L.9 52.237-1 SITE VISIT - APRIL 1984**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

*End of Provision*

**L.10 52.252-3 ALTERATIONS IN SOLICITATION - APRIL 1984**

Portions of this solicitation are altered as follows:

**TO BE DETERMINED**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*End of Provision*

**L.11 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS - APRIL 1984**

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

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

*End of Provision*

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## L.12 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:

(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) Marking Requirements on Proposal Cover Pages:** 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) Marking Requirements on Proposal Pages:** 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) Purpose/Use of Marked Information by the Government:** 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) Freedom of Information Act Requests:** 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

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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) Limitation of Government Liability:** 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*

### **L.13 1452.211-80 NOTICE OF INTENT TO ACQUIRE METRIC PRODUCTS AND SERVICES—BUREAU OF RECLAMATION - MARCH 1993**

**(a) Metric Transition Plan.** The Department of the Interior on December 6, 1991, issued a Metric Transition Program (Part 758 Department Manual Chapter 1) to establish and describe the program's policies and responsibilities. The Bureau of Reclamation (Reclamation), has developed a Metric Transition Plan to implement metrication in Reclamation. This plan describes Reclamation's overall strategy for using the metric system, defines general requirements and procedures for carrying out the transition, and details the tasks with milestones for Reclamation offices to complete.

**(b) The Omnibus Trade and Competitiveness Act of 1988 (Trade Act).**

(1) Section 5164 of Public Law 100-418, the Trade Act, amended the Metric Conversion Act of 1975 and designated the metric system of weights and measures for United States trade and commerce.

(2) The Trade Act establishes September 30, 1992, as the implementation date (to the extent economically feasible) for Federal agencies to use the metric system of measurement in its procurements, grants, and other business-related activities.

(3) The Trade Act permits exceptions to the use of the metric system to the extent that such use is impractical or is likely to cause significant inefficiencies or loss of markets to United States firms, such as when foreign competitors are producing competing products in non-metric units.

(4) As a result of the Trade Act, the President issued Executive Order 12770 dated July 25, 1991, to implement the congressional designation of the metric system as the preferred system of weights and measures for United States trade and commerce.

**(c) Bureau of Reclamation Implementation.** As a result of the Trade Act, Reclamation will, to the maximum extent practicable, use hard conversion and soft conversion metric systems in designing its construction projects, eventually phasing out use of the soft conversion metric system. Exceptions to this policy will only be made when such use is impractical, produces inefficiencies or market losses, or is not economically feasible.

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**(d) Expected Results.** Reclamation expects its support of the metric system to result in increased use of the metric system by U.S. contractors, thereby increasing their ability to compete in the international marketplace. Increasing use of the metric system by U.S. contractors will eliminate possible restrictions on their bidding in the international marketplace and will eliminate any impact of economic blocks by metric countries restricting the acceptance of non-metric products.

*End of Provision*

## **L.14 WBR 1452.215-80 (ALT I) - SOURCE EVALUATION AND SELECTION PROCEDURES -- BUREAU OF RECLAMATION - SEPTEMBER 2000**

The Government intends to evaluate proposals submitted under this solicitation, conduct negotiations, and select a source for contract award in accordance with the following provision: FAR 52.215-1 Instructions to Offerors - Competitive Acquisition (Feb 2000) -- Alternate I (Oct 1997). 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.** Technical proposals are being requested in order to obtain information to be used in the evaluation process. 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 in Part IV, Section M of this solicitation. Technical proposals shall be submitted in accordance with the Technical Proposal Instructions -- Bureau of Reclamation provision in Part IV, Section L of this solicitation.

**(b) Past Performance Evaluation.** In addition to any other past performance information required under the solicitation, the Contracting Officer (CO) shall use past performance information available from the Past Performance Information Retrieval System (PPIRS.GOV) in the source selection process on offerors competing for awards in excess of \$100,000, unless the CO 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 in Part IV, Section M of this solicitation. Pricing proposals shall be submitted in accordance with the Contract Pricing Proposal Instructions -- Bureau of Reclamation provision in Part IV, Section L of this solicitation. Pursuant to FAR 15.404-1, cost or price evaluation will be used to determine cost/price reasonableness and the offeror's understanding of, and ability to perform, the prospective contract.

**(d) Clarifications.** Clarifications are limited exchanges, between the Government and offerors that may occur when award without discussions is contemplated. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of proposals (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

**(e) Communications.** Communications are exchanges, between the Government and offerors, after receipt of proposals, leading to establishment of the competitive range. Communications may be conducted to enhance Government understanding of proposals, allow reasonable interpretation of the proposal, or facilitate the Government's evaluation process. Such communications may not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal. Communications are for the purpose of addressing issues that must be explored to determine whether a proposal should be placed in the competitive range. They shall not provide an opportunity for the offeror to revise its

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proposal, but may address ambiguities in the proposal or other concerns and information relating to past performance.

**(f) Competitive range.** If discussions are to be conducted, the contracting officer shall establish the competitive range based on the ratings of each proposal against all evaluation criteria. The competitive range shall comprise all the most highly rated proposals, unless the range is further reduced for purposes of efficiency. The contracting officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. The contracting officer may then limit the number of proposals in the range to the greatest number that will permit an efficient competition among the most highly rated proposals. If, after discussions have begun (see paragraph (g) below), an offeror originally in the competitive range is no longer considered to be among the most highly rated offerors being considered for award, that offeror may be eliminated from the range whether or not all material aspects of the proposal have been discussed, or whether or not the offeror has been afforded an opportunity to submit a proposal revision.

**(g) Preaward debriefing of offerors.** Offerors excluded from the competitive range or otherwise excluded from further consideration prior to the final source selection decision may request a debriefing before award. The process for requesting and conducting preaward debriefings may be found at FAR 15.505.

**(h) Discussions.** Discussions are exchanges between the Government and offerors, after establishment of the competitive range that are undertaken with the intent of allowing the offeror to revise its proposal. These discussions may include bargaining, including persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract. Discussions are tailored to each offeror's proposal, and shall be conducted by the contracting officer with each offeror within the competitive range. The primary objective of discussions is to maximize the Government's ability to obtain best value, based on the requirement and the evaluation factors set forth in the solicitation.

**(i) Proposal revisions.** The contracting officer may request or allow proposal revisions to clarify and document understandings reached during negotiations. At the conclusion of discussions, each offeror in the competitive range shall be given an opportunity to submit a final proposal revision. The contracting officer is required to establish a common cut-off date only for receipt of final proposal revisions. Requests for final proposal revisions shall advise offerors that the final proposal revisions shall be in writing and that the Government intends to make award without obtaining further revisions.

**(j) Preaward survey.** A Government survey activity may contact an offeror, or visit its facility, to obtain information for determining its financial resources and/or its technical capabilities to perform the work when available information is not sufficient for the Contracting Officer to make a determination regarding contractor responsibility as required by FAR Subpart 9.1. Current financial statements and other information required to make this determination shall be made available to the survey activity. Information provided shall be protected from release or disclosure outside the Government, except as provided in FAR Subpart 24.2, Freedom of Information Act.

**(k) Organizational conflicts of interest.** Award will not be made to an apparent successful offeror when an organizational conflict of interest is determined to exist and cannot be avoided or mitigated, unless the Contracting Officer determines that award is in the best interest of the United States and a waiver is obtained pursuant to DIAR 1409.503 (48 CFR 1409.503).

**(l) Source selection decision.** The source selection authority's (SSA) decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and criteria prepared by others, the source selection decision shall represent the SSA's independent judgment. The

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source selection decision shall be documented, and the documentation shall include the rationale for any business judgments and tradeoffs made or relied on by the SSA, including benefits associated with additional costs. Although the rationale for the selection decision must be documented, that documentation need not quantify the tradeoffs that led to the decision.

**(m) Postaward notice.** After contract award, unsuccessful offerors will be provided with written notice regarding contract award (including the information listed in FAR 15.503(b)) by the Contracting Officer. Offerors receiving prior notice of exclusion from the competitive range under paragraph (f) of this provision will not receive this notice.

**(n) Postaward debriefing of offerors.** An offeror shall be debriefed and furnished the basis for the source selection decision and contract award if its written request is received by the contracting officer within **three days** after the offeror receives notice of contract award. The process for requesting and conducting postaward debriefings may be found at FAR 15.506.

*(End of provision)*

## **L.15 WBR 1452.215-81 (ALT II) GENERAL PROPOSAL INSTRUCTIONS – ALTERNATE II -- BUREAU OF RECLAMATION – DECEMBER 2001**

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

**(a) General contents.** Each proposal shall:

- (1) Be specific and complete in every detail;
- (2) Conform to all solicitation provisions, clauses, or other requirements;
- (3) Be logically assembled, practical, legible, clear, concise, coherent; and indexed (cross-indexed, where appropriate); and
- (4) Contain appropriately numbered pages of each volume or part.

**(b) Arrangement of Proposal.** Each copy of your entire proposal shall consist of two (2) physically separated volumes, individually entitled as stated below. **In addition, separate electronic copies of each Volume shall be provided on a single Compact Disk.** The required number of hard copies for each volume are shown below:

<b>Volume</b>	<b>Title</b>	<b>Copies Required</b>
I	Representations, Certifications, and Other Statements of Offerors And Pricing Proposal	2
II	Technical Proposal	6

**(c) Separation of volumes.** All copies of each proposal volume (i.e., all copies of Volume I) are to be packaged individually and clearly marked to identify contents. The exterior of each package containing proposals shall be marked with the solicitation number, and the time and date for receipt of proposals and the name and address of the offeror, in order to prevent mishandling.

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**(d) Representations, certifications, and other offeror statements and Pricing Proposal (Volume I).**

Volume I shall incorporate the other Volume by reference, but shall not physically include them. It shall consist of:

- (1) A fully executed Solicitation, Offer, and Award form 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;
- (2) Fully executed and completed offeror representations, certifications, and acknowledgments required by Part IV, Section K of this solicitation;
- (3) 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;
- (4) Make or Buy Program (if applicable); any waivers of any solicitation provisions or contract clauses; and
- (6) A summary of any exemptions from, or deviations to, any other solicitation requirements.
- (7) Offerors must provide the following information in sufficient detail to allow proper evaluation and rating of the Small Business evaluation factor of this solicitation. If firm commitments to subcontract exist, list the subcontractors by name. Otherwise, list the type of services to be subcontracted.

(i) Participation of small business in the performance of this project:

**LARGE BUSINESS OFFERORS**

(A) Identify, in terms of dollar value and percentage of total proposed price, the extent of work you will perform as the prime contractor.

(B) Submit with your proposal a subcontracting plan for this project, preferably following the format shown in **Section J, Attachment (8)** (Subcontracting Plan form WBR 1453.303-1419-1). Alternatively, your firm’s Comprehensive Subcontracting Plan can be submitted if current and approved by another Government agency (i.e., Defense Contract Management Agency) as demonstrated by Government officials’ signature(s).

**SMALL BUSINESS OFFERORS**

(A) Identify, in terms of dollar value and percentage of total proposed price, the extent of work you will perform as the prime contractor.

(B) State the extent of work you plan to subcontract to large business, Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZone Small Business (HUBZone), and Veteran-Owned Small Business (VOSB).

**JOINT VENTURES-TEAMING ARRANGEMENTS**

(A) 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 VOSB; and the dollar value of the work to be performed by each member of your joint venture or team.

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(B) The Government will evaluate your joint venture or team as either a large business or small business based upon the information provided in subparagraph (i) directly above.

(ii) Past performance in utilizing SB, SDB, WOSB, HUBZone, and VOSB in previous contracts:

### **LARGE BUSINESS OFFERORS**

(A) Provide information on any awards you received within the past three years for outstanding support to SB, SDB, WOSB, HUBZone, and VOSB.

(B) Provide final SF 294s, Subcontracting Report for Individual Contracts, on your three most recently completed contracts, or any other documentation showing compliance with the utilization of SB, SDB, WOSB, HUBZone, and VOSB requirements of those contracts. Include the dollar value percentage of work (of total contract value) subcontracted to large business, SB, SDB, WOSB, HUBZone, and VOSB for each.

(C) Provide performance evaluation ratings obtained on implementation of subcontracting plans for three recently completed contracts.

### **SMALL BUSINESS OFFERORS**

(A) Provide information on any awards you received within the past three years for outstanding support to SB, SDB, WOSB, HUBZone, and VOSB.

(B) 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 VOSB firms.

**(8) Pricing Proposal.** See **L.17 Price Proposal Instructions -- Bureau of Reclamation** provision of the solicitation, Part IV, Section L. 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).

**(e) Technical Proposal (Volume II).** See **clause L.16., Technical Proposal Instructions -- Bureau of Reclamation** provision of the solicitation, Part IV, Section L.

**(f) Thorough Proposals:** Offerors should submit proposals that are acceptable without additional explanation or information. The Government may make a final determination regarding a proposal's acceptability solely on the basis of the proposal as submitted and the Government may proceed with award without requesting further information from any offeror; however, the Government may request additional information from offerors of proposals that it considers reasonably susceptible of being made acceptable, and may discuss proposals with their offerors.

*(End of provision)*

## **L.16 WBR 1452.215-82 TECHNICAL PROPOSAL INSTRUCTIONS – BUREAU OF RECLAMATION – APRIL 2001**

**(a) General.** The technical proposal shall be identified as Volume 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

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"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.

**(b) 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."

**(c) Format and Content.** To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the technical proposal:

**(1) Table of contents.** The Table of Contents shall list all sections of the technical proposal. Any future amendments, additions and/or revisions to the proposal shall be included in an updated Table of Contents;

**(2) Index.** The index shall cross reference the work statement to the terms of the proposal and indicate how the proposal conforms to the evaluation factors contained in Part IV, Section M;

**(3) Enclosures.** The enclosures shall include a list of any tables, drawings, charts, and any other enclosures which summarize data or information;

**(4) Executive summary.** The Executive Summary shall include a brief discussion of how the required work will be performed and important highlights of the proposal.

**(5) Evaluation Factors.** Your technical proposal shall address each of the factors listed in Provision M.1 (WBR 1452.215-85 A1 - EVALUATION FACTORS FOR AWARD – QUALITY PREDOMINANCE--- BUREAU OF RECLAMATION-ALTERNATE I). Instructions for what your proposal should contain at a minimum for us to evaluate each factor are listed below. Your proposal will be evaluated by an interdisciplinary panel of experienced evaluators who will expect to be able to easily locate and review all elements of your proposal. A well-organized proposal which is responsive to all requirements listed below will enable evaluators to more effectively review and appreciate the capabilities your firm is proposing.

**FACTOR 1. TECHNICAL CAPABILITY.**

**Subfactor 1a – Technical Expertise:** Your proposal should clearly and thoroughly demonstrate that your firm and partners / joint venture team members possess the necessary technical expertise in environmental compliance work comparable in size, magnitude, and complexity to this project.

**Subfactor 1b – Proposed Public Involvement Plan:** Your proposal should clearly and thoroughly demonstrate that your firm and partners / joint venture team members possess the necessary expertise in coordinating public and private meetings with various Federal, local, and tribal governments on complex environmentally- and politically-sensitive issues. Your proposal should contain a **Proposed Public Involvement Plan (PPIP)** which describes the proposed public involvement opportunities, including public meetings and other means of effectively engaging potentially affected parties. The PPIP shall include a description of how interested and potentially affected parties will be identified, how the mailing will be maintained, and the timing for mail

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distributions and public notices. The PPIP will describe the proposed format for each public involvement opportunity and will describe how minority, low income, and non-English speaking populations affected by the project will be included. The PPIP will also describe how the public notice and participation requirements that apply to the presence of various environmental resources, such as those required for flood plain protection and wetland protection, will be met.

**Subfactor 1c – Integration Expertise:** Your proposal should clearly and thoroughly demonstrate your firm’s and partners / joint venture team members ability to integrate existing knowledge and literature of the project area’s ecology, biology, geology, hydrology, and cultural resources (at a minimum) so as to demonstrate creativity, flexibility, effectiveness, and efficiency in developing the EIS.

**Subfactor 1d – Expertise in use of Applied Knowledge:** Your proposal should clearly and thoroughly demonstrate your firm’s and partners / joint venture team members possession and ability to use applied knowledge in Federal, state, local, and tribal policies and regulations that enable settlement parties to make informed decisions affecting varied resources including, at a minimum, the environment, financials, and stakeholder interests.

**FACTOR 2. ORGANIZATION, PROJECT MANAGEMENT AND COORDINATION.**

**Subfactor 2a – Planned Firm & Team Organization:** Your proposal should identify the project team members, all key personnel, and their respective responsibilities for this project. Organizational Charts to illustrate and identify all of the players and their interrelationships to one another organizationally is expected in your proposal. Also, describe the organizational structure for the project, as well as the personnel that will be working on each task indicated in the Performance Work Statement. Furthermore, identify tasks and sub-tasks that will be performed by proposed subcontractors.

**Subfactor 2b - Schedule:** Your proposal should include a time-scaled bar chart or Critical Path Method (CPM) proposed project schedule showing the sequence of events involved in carrying out the project tasks within this SOW. This CPM should be at a detailed level of scheduling sufficient to identify all major tasks including those that control the flow of work. The bar chart or schedule shall include review and correction periods proper to submittal of each item and should be illustrated as being used as a forward-planning and project monitoring tool. Note that the bar chart or schedule should reflect calendar days, not dates, for each activity. Overall, the chart or CPM should accurately reflect the Government requirement as dictated by the Settlement Act, and demonstrate your firm’s and partner’s / joint venture team member’s thorough understanding of the schedule, as well as the ability to manage it effectively throughout the life of the project.

**Subfactor 2c – Communication Plan:** Your proposal should contain a **Communication Plan** which clearly demonstrates your firm’s ability to coordinate multiple tasks effectively and efficiently by various personnel and disciplines. The Communication Plan shall describe how the Contractor’s key personnel will work with each other, and with the EIS team to complete the tasks described in this SOW within the desired timeframe. It should clearly describe the roles of each key person, how coordination within and between the Contractor team(s) and the Government will occur, and the communication process(es) to be used to do so in an effective manner.

**Subfactor 2d – Work Plan & Quality Control Plan & Risk Management Plan:** Your proposal should contain drafts of the following management plans: a **Work Plan**, a **Quality Control Plan**, and a **Risk Management Plan**, all of which offers concise, succinct strategies to ensure

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completion of all required tasks stated in the **Performance Work Statement (Section J, Attachment (1))**. The following items shall be addressed by your proposal:

**2d(i). Draft Work Plan:** The Work Plan shall include a discussion of the technical approach to be used in completing all tasks included in this SOW (equipment, methods, procedures, etc). All personnel shall be identified and work schedules formulated. The technical approach shall be described in enough detail that the technical proposal evaluation committee can evaluate whether the proposed equipment, methods, procedures, and personnel can effectively and successfully complete the tasks described in this SOW within the desired timeframes.

**2d(ii). Draft Quality Control Plan (QCP):** Your proposal shall describe, via a draft QCP, how it will provide and maintain an effective quality control program that will assure that all services required by this contract are performed and provided in a manner that meets professional quality standards. Your proposed QCP is expected to comply with the Work Product Quality Assurance Review procedures listed in the Documentation Standards section of the Performance Work Statement. The plan should demonstrate how, and by whom, all documents will be technically reviewed by competent, independent reviewers. The QC Plan should also include discipline-specific checklists to be used during the progress of the work and quality control of each required submittal.

**2d(iii). Risk Management Plan:** The Risk Management Plan shall describe in detail how your firm proposes to manage risks in order to ensure timely delivery of work products, defensibility of work products, and completion of the FEIS and ROD within the statutorily mandated deadlines for this project.

**Subfactor 2e – Oral Presentation:** Offerors whose proposals are found to be the most highly rated during the initial technical evaluation and are determined by the Government to be within the Competitive Range will be invited to give an Oral Presentation to a Government Panel. Only the proposed Key Personnel for the **Program/Project Manager** and the **Senior Principal Scientist/Engineer** positions will be allowed to present the Oral Presentation on behalf of their proposed Team. However, two other Offeror Team representatives who are not key personnel may be brought to assist the presenters in answering technical questions during and after the presentation itself. Generally, the Oral Presentation will be limited to 2 hours per Offeror to cover both the time to present and to answer questions from Government personnel; however, the Government has the discretion to extend the Presentation time if deemed beneficial to the Government.

The anticipated topics of the Oral Presentation your Team should prepare for include, but are not limited to the following:

- An overview of its written technical proposal
- Proposed scheduling approach and plans
- Offeror’s Team strategy for ensuring a truly effective public outreach and education plan
- Strategies for addressing inherent complications in the EIS process such as difficulty obtaining timely feedback from stakeholders; delayed completion of feasibility-level designs and cost estimates by 6 months or longer; delayed completion of cultural resource surveys, etc.
- Addressing impromptu questions from the Government Panel

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**FACTOR 3. COMPANY AND KEY PERSONNEL EXPERIENCE.** Your proposal should contain the following:

**1. Description of Company and Key Personnel Experience:** Your proposal should describe your company's and, if applicable, planned teaming partner's experience in performing environmental compliance work which are similar in scope, complexity, and magnitude to the work required under this solicitation that meet (or exceed) the requirements of the specification, and which would clearly demonstrate ability to successfully accomplish the Reclamation project in a timely manner, effectively manage subcontractors, and work effectively with Project owners. In addition, describe any similar work your firm / team members and Key Personnel have performed in New Mexico and any work performed with New Mexico Pueblos.

**2. Key Personnel Resumes:** A resumé or Curriculum Vitae (CV) shall be submitted for each of the Key Personnel that will be assigned directly to this project by your firm / team partners / joint venture members. These CVs should reflect recent and relevant experience and publication(s) and should not exceed 2 pages for each individual. The Key Personnel proposed should already meet the minimum qualification requirements for each labor category listed in **Section J, Attachment (2)**.

**FACTOR 4. PAST PERFORMANCE.**

**1. Past Performance Questionnaires:** Using the Past Performance Questionnaire in **Section J, Attachment (6)**, request evaluations from current and former customers for which you performed work within the last 5 years which is relevant and similar in scope and magnitude to the work described in this solicitation. Instruct questionnaire respondents to send the completed questionnaires in accordance with the submission instructions shown on the questionnaire itself. All responses must be received by the Government no later than the closing date of the solicitation.

**2. List of Projects and References:** In addition, your proposal should contain complete and detailed information regarding contracts and subcontracts undertaken by your firm (or its joint ventures, or major subcontractors) for work related to, or of a similar nature to, that required by this solicitation. Past Performance shall cover the last 5 years, and should include contracts and subcontracts currently in process for environmental compliance work. Information in excess of the 5-year period is not desired unless it is particularly pertinent to your current capability. Experience gained as a joint venture shall be included only if the offeror sponsored the joint venture, and performed at least 50 percent of the actual work. If the offeror has not done business under its present organizational name and status over the last 5 years, other experience brought to it by principals or through mergers or similar corporate creations shall be included. It is anticipated that, for a proposal to be competitive, the requested 5-year period experience must be provided.

The following details should be provided at a minimum: Name of project, customer, cost of project, completion date, reference point-of-contact information (including phone numbers, email addresses, and names), description of project and its similarity to the Bureau of Reclamation's requirement in this solicitation in terms of scope, complexity and magnitude. Offerors should also provide descriptions of both resolved and unresolved problems related to environmental compliance work.

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References with incorrect or missing phone numbers, contact names, or e-mails may not be evaluated, potentially resulting in a less favorable rating of the offeror's proposal.

**FACTOR 5: PARTICIPATION OF SMALL DISADVANTAGED BUSINESS (SDB) CONCERNS**

See clause **L.15**, paragraph (7)(d) for instructions on addressing this factor.

**(d) Electronic Information.** The offeror shall submit a CD or DVD containing a Microsoft Word, PDF, or compatible word processing file reflecting the physical version of its technical proposal, and which is searchable via the use of the Microsoft Office Word Processor or Adobe Acrobat software. Members of the evaluation team will depend on these electronic versions of your technical proposal to be able to readily search it using the Search Function in the Microsoft Word Processing program during the evaluation process. The data submitted shall comply with the restrictive legend requirements of paragraph (b) of this provision. If the electronic version of your technical proposal is not searchable in either Microsoft Word or Adobe Acrobat, it may affect the evaluator's ability to thoroughly evaluate your proposal within time constraints, and which may result in otherwise lower evaluation ratings.

*(End of provision)*

**L.17 WBR 1452.215-83 (ALT I) PRICING PROPOSAL INFORMATION -  
ALTERNATE I - BUREAU OF RECLAMATION - JULY 1997**

**(a) General.** The pricing proposal shall be included in Volume I of the offeror's proposal and shall be an orderly, specific, and complete document in every detail. It should be a coherent document free of internal inconsistencies and should be consistent with the technical approach(es) proposed in the technical proposal (Volume II). Offerors are hereby notified that even though 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).

**(b) 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."

**(c) Format and Content.** To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the pricing proposal:

**(1) Table of contents.** The Table of Contents shall list all sections of the pricing proposal. Any modifications or revisions to the proposal, up to the date of agreement on price, shall include an updated Table of Contents;

**(2) Index.** The index shall cross reference the work statement to the terms of the proposal and indicate how the proposal conforms to the evaluation factors contained in Part IV, Section M of this solicitation;

**(3) Enclosures.** A list shall be included of all enclosures, attachments, tables, drawings, charts, and any other (4) Pricing proposal breakdown. The offeror shall submit Section B of the contract Schedule (Part I of this solicitation) with its proposed total prices/costs for each contract line item (including any options) and proposed unit price(s), if required. In addition, a total proposed price consisting of the sum of all contract line items (excluding options) shall be submitted. Offerors are hereby notified that even though additional data to support

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proposed prices are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary.

**(d) 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.

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

**(f) Rounding of Costs.** All price or cost amounts proposed shall be expressed to the nearest whole dollar except for individual hourly labor rates (if required). All percentages shall be expressed to one decimal place.

**(g) Alternate Proposals.** If submission of alternate technical proposals is permitted by the General Proposal Instructions -- Bureau of Reclamation provision of this solicitation, the offeror shall submit a separate, detached pricing proposal conforming to the requirements of this provision for each alternate submitted. The alternate pricing proposal(s) shall be clearly labeled and identified.

**(h) Performance-based Payments.** The Government anticipates that a Performance-based Payment Schedule will be incorporated into the final Contract. The tentative approach is to use a CLIN-based Payment Schedule, i.e., payment upon completion of each line item in the Section B Price Schedule, or perhaps reflecting the Section F delivery schedule format to some degree. However, the Government will consider alternate Performance-based Payment Schedules proposed by an Offeror.

**(i) Electronic Information.** The offeror shall submit a CD or DVD containing a Microsoft Excel Workbook file reflecting its cost/price proposal. The spreadsheet should contain the formulas and factors used in calculating the data contained therein so that it's clear to the evaluator how each figure is calculated. The data submitted shall comply with the restrictive legend requirements of paragraph (b) of this provision.

*(End of provision)*

***END OF SECTION L***

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## SECTION M – EVALUATION FACTORS FOR AWARD

### M.1 WBR 1452.215-85 (ALT I) -- EVALUATION FACTORS FOR AWARD – QUALITY PREDOMINANCE--BUREAU OF RECLAMATION (December 2001 – Alternate I)

**(a) General basis of award:** 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) Quality predominance:** In the evaluation of proposals, all evaluation factors other than price (listed in this provision), when combined, are considered to be significantly more important than price. The relative importance to be placed on the factors in relation to each other is **contained in paragraph (e) of this provision**. However, the degree of importance of price may increase with the degree of non-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 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 price proposal if it is determined that the technical benefits of another offeror's proposal justify its higher price. The Contracting Officer also reserves the right to make award to a lower-price, lower-scored offeror if it is determined that the price premium involved in awarding to a higher-rated, higher-price offeror is not justified.

**(c) Price and price-related factors:** Pursuant to FAR 15.305, a price evaluation will be performed to determine the reasonableness of prices proposed and the offeror's understanding of, and ability to perform, the prospective contract. Prices may be evaluated for cost-realism purposes. The more cost and pricing data an offeror's proposal contains, which is clear, accurate and traceable, and which enables a more effective a cost-realism analysis by the Government, will be considered more favorably from a cost/price risk standpoint. A proposed Performance-based Payment Schedule will be evaluated for balance of pricing relative to each performance deliverable.

**(d) Evaluation factors:** The following factors will be considered in evaluating proposals and making the source selection:

#### **FACTOR 1. TECHNICAL CAPABILITY.**

**Subfactor 1a – Technical Expertise:** The extent to which the offeror demonstrates technical expertise in environmental compliance work comparable in size, magnitude, and complexity.

**Subfactor 1b – Proposed Public Involvement Plan (PPIP):** The extent to which the offeror demonstrates, via a PPIP, expertise in coordinating public and private meetings with various Federal, local, and tribal governments on complex environmentally- and politically-sensitive issues.

**Subfactor 1c – Integration Expertise:** The extent to which the offeror demonstrates integration of existing knowledge and literature of the project area's ecology, biology, geology, hydrology, and cultural resources (at a minimum) so as to demonstrate creativity, flexibility, effectiveness, and efficiency in developing the EIS.

**Subfactor 1d – Expertise in use of Applied Knowledge:** The extent to which the offeror demonstrates applied knowledge in Federal, state, local, and tribal policies and regulations that

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enable settlement parties to make informed decisions affecting varied resources including, at a minimum, the environment, financials, and stakeholder interests.

## **FACTOR 2. ORGANIZATION, PROJECT MANAGEMENT AND COORDINATION.**

**Subfactor 2a – Planned Firm & Team Organization:** The extent and detail to which the offeror’s proposal describes and illustrates the planned team organization which would perform the requirements of this project.

**Subfactor 2b –Schedule:** The extent and detail to which the offeror’s Schedule of tasks and deliverables accurately reflects the Government requirement as dictated by the Settlement Act, addressing commensurate level of experience, effort, and capacity.

**Subfactor 2c – Communication Plan:** The extent to which the offeror’s Communication plan clearly demonstrates ability to coordinate multiple tasks effectively and efficiently by various personnel and disciplines.

**Subfactor 2d – Work Plan & Quality Control Plan & Risk Management Plan:** The extent to which the offeror ‘s draft Work, QC, and Risk Management Plans offer concise, succinct strategies to ensure effective accomplishment of the required tasks and deliverables stated in the Performance Work Statement.

**Subfactor 2e – Oral Presentation:** The extent to which the offeror’s proposed Lead key personnel effectively communicate their proposed team organization’s strategies, their approach to resolving the myriad challenges inherent in a project like this, and demonstrating a thorough understanding of the EIS process by effectively and skillfully answering any questions posed by the Government Panel.

## **FACTOR 3. EXPERIENCE OF COMPANY / TEAM / PARTNERS AND KEY PERSONNEL.**

**1. Table of Federal, State, Local government or commercial projects:** The extent to which listed projects completed within the last five (5) years **ARE** similar in scope, complexity, and magnitude to the work required under this solicitation, and which clearly demonstrate ability to successfully accomplish the Reclamation project in a timely manner, effectively manage subcontractors, and work effectively with Project owners.

**2. Key Personnel Resumes:** The extent to which each Key Personnel’s experience reflect the expected level of responsibilities and accomplishments comparable to the work to be performed for this project, as well as whether they meet the minimum qualifications listed in **Section J, Attachment (2).**

**FACTOR 4. PAST PERFORMANCE OF COMPANY / TEAM / PARTNERS AND KEY PERSONNEL.**

**1. General:** The Government will evaluate the quality of the offeror's past performance in terms of what it suggests about the relative capability of the offeror to successfully meet the requirements of the solicitation. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. Offerors lacking relevant past performance history will receive a neutral rating for past performance. Please note that references with incorrect or missing phone numbers, contact names, or e-mails may not be evaluated, potentially resulting in a less favorable rating of the offeror's proposal. .

**2. Failure to Provide or Assert Past Performance Information:** The Government reserves the right not to evaluate or consider for award the entire proposal from an offeror which fails to provide the past performance information or which fails to assert that it has no relevant directly related or similar past performance information.

**3. Evaluation of Reference Information From List of Projects and Questionnaire:** This factor will be evaluated based on the detailed information provided by the references listed for Federal, State, local government or commercial projects similar in scope, complexity, and magnitude to the work required under this solicitation that meet (or exceed) the requirements of the Work Statement completed by the offeror within the last 5 years, as well as the Past Performance Questionnaire responses received by the Government. Specifically, it is the extent to which the past performance information suggests the ability of both the firm, team partners / members, and key personnel to successfully manage and accomplish projects in a timely manner, utilize resources, effectively manage subcontractors, and work with project owners, that will influence the rating provided for this evaluation factor.

**4. Evaluation of Key Personnel Past Performance:** In addition, key personnel references will be evaluated for past performance, specifically the extent to which it suggests the level of their ability to manage and perform the requirements of this project.

**FACTOR 5: PARTICIPATION OF SMALL DISADVANTAGED BUSINESS (SDB) CONCERNS**

SMALL BUSINESS - Commitments to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZone ,Small Business (HUBZone), Veteran-Owned Small Business (VOSB), and Service-Disabled Veteran-Owned Small Business (SDVOSB).

(a) The contracting officer has determined the following minimum subcontracting goals (percentages of total planned subcontracting dollars) for this solicitation:

- (1) SB: 40%
- (2) SDB: 5%
- (3) WOSB: 5%
- (4) HUBZone: 5%
- (5) VOSB 0%
- (6) SDVOSB 3%

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(b) To achieve these goals, the Government will evaluate all offerors on the basis of the extent to which offerors identify and commit to utilize SB, SDB, WOSB, HUBZone, VOSB , and SDVOSB firms as joint venture members, teaming arrangement members, or as subcontractors.

**(e) Relative Importance of Factors:** The relative importance of the factors listed in paragraph (d) of this provision is as follows: The technical factors (factors 1 through 4) are listed in descending order of importance. The subfactors within each factor are also listed in descending order of importance. All technical factors (Factors 1 through 4), when combined, are significantly more important than price and price-related factors. Factor 5, relative to each of factors 1-4, is less important. The Oral Presentation rating (under Factor 2) may be used as a tie-breaker between the most highly rated proposals with equal overall ratings.

*(End of Provision)*

***END OF SECTION M***