



— BUREAU OF —
RECLAMATION

Solicitation No. 140R3022R0010
Contract No. TBD
Full and Open Competition (Unrestricted)
Request for Proposal

**Protective Coating IDIQ – Multiple-Award
Indefinite Delivery / Indefinite Quantity (IDIQ) for
Hoover Dam, Parker Dam, and Davis Dam**

U.S. Department of the Interior
Bureau of Reclamation
Interior Region 8: Lower Colorado Basin

2022

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FOREWORD	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	
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FOREWORD

The Bureau of Reclamation, Lower Colorado Basin, Lower Colorado Dams Office (LCDO) is seeking potential sources for the application of protective coatings to mitigate corrosion on turbine generators, water tanks and other power plant equipment and steel structures at three (3) potential Reclamation sites: Hoover Dam (Nevada/Arizona), Parker Dam (Nevada/Arizona), and Davis Dam (Arizona/California). The areas of steel to be coated vary depending on the work schedule. Due to time constraints, it is often necessary to schedule coating work into specific calendar timeframes to ensure that coating does not interfere with other critical-path major maintenance schedules at Hoover Dam, Parker Dam, or Davis Dam.

This acquisition is being procured under Federal Acquisition Regulations Part 15, Contracting by Negotiation. Offerors are cautioned to carefully review the offer submission requirements contained in Section L and the evaluation criteria and standards contained in Section M. To be considered qualified for this work, Offerors must fully address all evaluation factors. Reference Section L, for instructions and Section M, paragraph M.1 for evaluation factors and acceptability standards. The Government anticipates making award without discussions.

MAGNITUDE OF CONSTRUCTION PROJECTS: In accordance with Federal Acquisition Regulation (FAR) 36.204 Disclosure of the Magnitude of Construction Projects, the estimated magnitude of each task order will range between \$250,000.00 and \$500,000.00, between \$500,000.00 and \$1,000,000.00, between \$1,000,000.00 and \$5,000,000.00, or between \$5,000,000.00 and \$10,000,000.00. Task Order 1 under this construction project is estimated to be between \$250,000.00 and \$500,000.00.

MULTIPLE AWARDS: The Government intends to issue two (2) or more awards under this Indefinite-Delivery/Indefinite-Quantity (IDIQ) solicitation, but it reserves the right to award more, less, or none at all.

IDIQ VALUE: The ordering period for the proposed IDIQ contract(s) will be for five (5) years from the date of contract award with the cumulative/maximum amount of all task orders not exceeding \$12,000,000.00. The minimum order guarantee is \$2,500.00 per contract. The Government does not guarantee an awardee will receive more than the contract's minimum guarantee. There is no guarantee that the maximum contract value will be distributed equally among the pool of contractors as the total values will be determined through a competitive task order award process. Task order procedures are identified in F.5 Task Order Issuance Procedures.

SITE VISIT: See Section L.6, FAR 52.236-27 Site Visit (Construction) for detailed information regarding the organized site visit and procedures to confirm attendance. A site visit will be held on **Thursday, August 11th, 2022, at 9:00 a.m., Pacific Time** on the Nevada side of Hoover Dam.

Vendors are urged and expected to inspect the site where work is to be performed and to satisfy themselves regarding all general and local conditions that may affect the price of the work to be performed, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitutes grounds for a claim after award of the contract.

WRITTEN QUESTIONS: Requesting Clarification. Offerors may submit written questions requesting clarification of solicitation requirements. All questions shall be received no later than **Tuesday, August 16th 2022 at 4:00 p.m., Pacific Time**. Questions received after that date will not be entertained. **ONLY WRITTEN QUESTIONS WILL RECEIVE A RESPONSE.** Each question submitted shall contain the

FOREWORD	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	
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following information: document name, document date, specific page, paragraph, clause or other definitive citation for which clarification is requested. All questions shall be submitted electronically via email to **Contract Specialist Kerri Dolezal** kdolezal@usbr.gov. Answers will be provided to only questions submitted in writing, and all answers will be provided in an amendment through the Contracting Opportunities via SAM.gov under Solicitation No. 140R3022R0010.

OFFER SUBMISSION: See solicitation Section L.10, WBR 1452.215-81, Proposal Instructions - Bureau of Reclamation, which specifies the number of copies of each proposal volume to be furnished with the Offeror's proposal.

For date and place of receipt of quotes see the Solicitation, Offer, and Award (Construction, Alteration or Repair) SF-1442 form.

OTHER NOTES TO OFFERORS: For information regarding Bureau of Reclamation's publication "Reclamation Safety and Health Standards" (2009 Edition as revised, with revisions at <http://www.usbr.gov/ssle/safety/RSHS/rshs.html>) which is applicable to work to be performed, see clause WBR 1452.223-81 Safety and Health.

TABLE OF CONTENTS	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	i
--------------------------	------------------------------------------	-------------------------------------------------	---

TABLE OF CONTENTS

FOREWORD		
TABLE OF CONTENTS		A-1
PART I – THE SCHEDULE		
SECTION A – Solicitation/Contract Form - SF-1442		A-1
SECTION B - Supplies or Services and Prices/Costs		
B.1	The Requirement	B-1
B.2	Price Schedule	B-1
SECTION C – Description/Specifications/Statement of Work		C-1
C.1	Statement of Work/Specifications	C-1
SECTION D - Packaging and Marking – Not applicable.		D-1
SECTION E - Inspection and Acceptance		E-1
E.1	52.252-2 Clauses Incorporated by Reference	E-1
SECTION F - Deliveries or Performance		F-1
F.1	52.252-2 Clauses Incorporated by Reference	F-1
F.2	52.211-10 Commencement, Prosecution, and Completion of Work	F-1
F.3	52.211-12 Liquidated Damages - Construction	F-1
F.4	Delivery Information – Lower Colorado Dams Office (LCDO)	F-1
F.5	Task Order Issuance Procedures	F-2
SECTION G - Contract Administration Data		G-1
G.1	52.216-32 Task-Order and Delivery-Order Ombudsman	G-1
G.2	DOI-AAAP-0028 V3 Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP)	G-1
G.3	DOI-AAAP-0050 V2 Notice to Contractors – Contractor Performance Assessment Reporting System	G-2
G.4	WBR 1452.242-80 Post-Award Conference – Bureau of Reclamation	G-4
G.5	Contractor’s Administration Personnel	G-4
SECTION H - Special Contract Requirements – Not applicable.		H-1
PART II - CONTRACT CLAUSES		
SECTION I - Contract Clauses		I-1
I.1	52.252-2 Clauses Incorporated by Reference	I-1
I.2	52.216-18 Ordering	I-4
I.3	52.216-19 Order Limitations	I-4
I.4	52.216-22 Indefinite Quantity	I-4
I.5	52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	I-5
I.6	52.222-36 Equal Opportunity for Workers with Disabilities	I-5
I.7	52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products - Alternate I	I-6

TABLE OF CONTENTS	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	ii
--------------------------	------------------------------------------	-------------------------------------------------	----

I.8	52.225-9 Buy American – Construction Materials	I-8
I.9	52.228-1 Bid Guarantee	I-11
I.10	52.252-6 Authorized Deviation in Clauses	I-12
I.11	1452.228-70 Liability Insurance – Department of the Interior	I-12
I.12	WBR 1452.201-80 Contracting Officer’s Representative Authorities and Limitations – Bureau of Reclamation	I-13
I.13	WBR 1452.223-80 Asbestos-Free Warranty – Bureau of Reclamation	I-14
I.14	WBR 1452.223-81 Safety and Health – Bureau of Reclamation	I-14
I.15	WBR 1452.232.81 Payment for Mobilization and Preparatory Work – Bureau of Reclamation	I-15
I.16	WBR 1452.236-84 Preservation of Cultural Resources – Bureau of Reclamation	I-17
I.17	WBR 1452.237-80 Security Requirements – Bureau of Reclamation	I-18
I.18	WBR 1452.243-80 Modification Proposals – Bureau of Reclamation	I-22
I.19	Safety Data Submittal Requirements	I-23

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - List of Attachments		J-1
J.1	Applicability of Documents	J-1
J.2	List of Contract Documents	J-1

PART IV-REPRESENTATIONS AND INSTRUCTIONS
(This part will be removed after award.)

SECTION K - Representations, Certifications and Other Statements of Offerors		K-1
K.1	52.252-1 Solicitation Provisions Incorporated by Reference	K-1
K.2	52.204-8 Annual Representations and Certifications	K-1
K.3	52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	K-5
K.4	52.209-5 Certification Regarding Responsibility Matters	K-8
K.5	52.209-7 Information Regarding Responsibility Matters	K-10
K.6	52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	K-11
K.7	52.209-13 Violation of Arms Control Treaties or Agreements- Certification	K-12
K.8	52.219-1 Small Business Program Representations	K-14
K.9	52.222-22 Previous Contracts and Compliance	K-17
K.10	52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan - Certification	K-18

SECTION L - Instructions, Conditions and Notices to Offerors		L-1
L.1	52.252-1 Solicitation Provisions Incorporated by Reference	L-1
L.2	52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29	L-1
L.3	52.216-1 Type of Contract	L-2
L.4	52.222-5 Construction Wage Rate Requirements – Secondary Site of the Work	L-2
L.5	52.225-10 Notice of Buy American Requirement – Construction	L-2

TABLE OF CONTENTS	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	iii
--------------------------	------------------------------------------	-------------------------------------------------	-----


	Materials	
L.6	52.236-27 Alt I Site Visit (Construction) - Alternate I (Feb 1995)	L-3
L.7	52.252-5 Authorized Deviations in Provisions	L-4
L.8	1452.233-2 Service of Protest – Department of the Interior (DEVIATION)	L-4
L.9	WBR 1452.215-80 Source Selection Evaluation Procedures – Bureau of Reclamation	L-5
L.10	WBR 1452.215-81 Proposal Instructions – Bureau of Reclamation	L-5
L.11	WBR 1452.236-85 Instruction for Mobilization and Preparatory Work Schedule Line Item – Bureau of Reclamation	L-14
SECTION M - Evaluation Factors for Award		M-1
M.1	WBR 1452.215-82 Evaluation Factors for Award - Quality Predominance - Bureau of Reclamation	M-1

TABLE OF CONTENTS	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	iv
--------------------------	------------------------------------------	-------------------------------------------------	----

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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 140R3022R0010	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES	
				1	3

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

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 0040567687	6. PROJECT NO.
7. ISSUED BY Bureau of Reclamation Lower Colorado Region Regional Office 500 Fir Street Boulder City NV 89005	CODE R30	8. ADDRESS OFFER TO Bureau of Reclamation Attn: Kerri Dolezal (LC-10303) 500 Fir Street Boulder City, NV 89005	
9. FOR INFORMATION CALL: 	a. NAME Kerri Dolezal	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 7022938459	

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

PROJECT: 140R3022R0010 Protective Coating Multiple-Award Indefinite-Delivery/Indefinite-Quantity (IDIQ) for Hoover Dam (Arizona/Nevada), Parker Dam (Nevada/Arizona), and Davis Dam (Arizona/California).

FULL AND OPEN COMPETITION: Unrestricted.

NAICS: The North American Industry Classification System (NAICS) code for this acquisition is 238320 Painting and Wall Covering Contractors. The small business standard is \$16.5 million in average annual receipts. This solicitation is issued as a Request for Proposals in accordance with FAR Part 15, Contracting by Negotiation.

MAGNITUDE OF CONSTRUCTION PROJECTS: In accordance with Federal Acquisition Regulation (FAR) 36.204 Disclosure of the Magnitude of Construction Projects, the estimated magnitude of each task order will range: between \$250,000.00 and \$500,000.00, between \$500,000.00 and \$1,000,000.00, between \$1,000,000.00 and \$5,000,000.00, or between \$5,000,000.00 and \$10,000,000.00. Task Order 1 under this construction project is estimated to be between \$250,000.00 and \$500,000.00.

MULTIPLE AWARDS: The Government intends to issue two (2) awards under this
Continued ...

11. The Contractor shall begin performance 0 calendar days and complete it within 0 calendar days after receiving award, notice to proceed. The performance period is mandatory negotiable. (See _____.)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES", indicate within how many calendar days after award in Item 12b.)</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 14
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 1600 (hour) local time 08/29/2022 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee is, is not required.

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

d. Offers providing less than 0 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected .

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than item 14.)
CODE	FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.									
DATE.									

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA		
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
26. ADMINISTERED BY Bureau of Reclamation Lower Colorado Region Regional Office 500 Fir Street Boulder City NV 89005	CODE R30	27. PAYMENT WILL BE MADE BY	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print) Aimee Amador		
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
140R3022R0010

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	<p>Indefinite-Delivery/Indefinite-Quantity (IDIQ) solicitation, but it reserves the right to award more, less, or none at all.</p> <p>IDIQ VALUE: The ordering period for the proposed IDIQ contract(s) will be for five (5) years from the date of contract award with the cumulative/maximum amount of all task orders not exceeding \$12,000,000.00. The minimum order guarantee is \$2,500.00 per contract. The Government does not guarantee an awardee will receive more than the contract's minimum guarantee. There is no guarantee that the maximum contract value will be distributed equally among the pool of contractors as the total values will be determined through a competitive task order award process. Task order procedures are identified in F.5 Task Order Issuance Procedures.</p> <p>PERIOD OF PERFORMANCE: From the date of award of the contract(s), approximately September 22, 2022 with a five (5) year ordering period ending September 21, 2027. Dates will be entered by the Contracting Officer at time of award.</p> <p>Protective Coating Indefinite-Delivery/Indefinite-Quantity (IDIQ) for the Lower Colorado Basin to include the states of Arizona, California, and Nevada. Product/Service Code: J047 Product/Service Description: MAINT/REPAIR/REBUILD OF EQUIPMENT- PIPE, TUBING, HOSE, AND FITTINGS Period of Performance: 09/22/2022 to 09/21/2027</p>				

Section A – Solicitation, Offer and Award	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page A-1
------------------------------------------------------	------------------------------------------	-------------------------------------------------	----------

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Section B – Supplies or Services and Prices/Costs	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page B-1
----------------------------------------------------------	------------------------------------------	-------------------------------------------------	----------

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 THE REQUIREMENT

(a) The Contractor shall furnish the items identified in this Section, in accordance with the terms, conditions, and specifications contained in the contract.

(b) Offerors are cautioned to carefully review the quote submission requirements contained in Section L.9. Failure to comply with these requirements may result in an offer being determined technically unacceptable.

(c) Offerors proposing to submit equal product(s), pursuant to the Brand Name or Equal clause of the solicitation are required to furnish descriptive literature which will demonstrate that the equal product offered meets all salient characteristics contained in the specifications. See the Section L clause “Brand Name or Equal.”

(d) Proposals will be considered for award on the schedule referenced in Paragraph B.2, but no proposal will be considered for award for only a part of the schedules or a part of any single schedule. Quotes for only a part of the schedules or parts of a single schedule may be determined unacceptable.

(e) Offerors shall complete the Price Schedule in Section J, Attachment (5). The Section J, Attachment (5) Price Schedule shall be incorporated into Section J Attachment (3), Section 4.01 upon task order award. See solicitation Section L.10 for pricing proposal instructions and solicitation Section M.1 for discussion of Price as an evaluation factor.

(f) The Section I clause entitled "Payment for Mobilization and Preparatory Work" applies to Schedule item(s) for Mobilization and Preparatory Work. Also, see the Section L provision entitled “Instruction for Mobilization and Preparatory Work Schedule Line Item.”

(g) IMPORTANT NOTE: The requirement for submission of performance and payment bonds is applicable for construction in excess of \$150,000.00.

B.2 PRICE SCHEDULE

(a) All pricing will be accomplished at the Task Order level. Reference Task Order 1 “Tailbay Stoplogs Recoating” Section J, Attachment (3) for Task Order specification content, Section J, Attachment (4) for Task Order drawings, and Section J, Attachment (5) for the Price Schedule.

(b) This solicitation will result in an IDIQ type contract with a five (5) year term ordering period starting on the date of award. The proposed IDIQ contract(s) will be for a period of five (5) years from date of contract award, with the cumulative/maximum amount of all Task Orders not exceeding \$12,000,000.00 when combined across all IDIQ contracts.

Section B – Supplies or Services and Prices/Costs	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page B-2
----------------------------------------------------------	------------------------------------------	-------------------------------------------------	----------

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Section C – Supplies or Services and Prices/Costs	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page C-1
----------------------------------------------------------	------------------------------------------	-------------------------------------------------	----------

SECTION C – DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

C.1 STATEMENT OF WORK/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, materials, equipment, services, and facilities (except as otherwise specified) to perform the requirement(s) specified in the Statement of Work/Specifications contained in Section J, Attachment (1) (Base Contract: IDIQ Specifications) and Section J, Attachment (3) (Task Order “Tailbay Stoplogs Recoating”) of this solicitation.

*Note: Each individual task order will have its own performance work statement and performance periods.

Section C – Supplies or Services and Prices/Costs	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page C-2
----------------------------------------------------------	------------------------------------------	-------------------------------------------------	----------

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Section D – Packaging and Marking	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page D-1
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SECTION D – PACKAGING AND MARKING
(There is no additional information in this section)

Section D – Packaging and Marking	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page D-2
------------------------------------------	------------------------------------------	-------------------------------------------------	----------

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Section E – Inspection and Acceptance	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page E-1
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SECTION E – INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations (FAR) clauses: <https://www.acquisition.gov/browse/index/far> and Department of the Interior Acquisition Regulations (DIAR) clauses: <https://www.acquisition.gov/diar>

In addition, clauses can be identified as follows:

FAR - by the number prefix 52, e.g. 52.252-01, etc.; and

DIAR - by the number prefix 1452 and number suffix of -70, e.g. 1452.204-70.

The following referenced clauses are hereby incorporated into and made a part of this contract.

Clause	Title	Date
52.246-12	Inspection of Construction	AUG 1996

Section E – Inspection and Acceptance	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page E-2
--------------------------------------------------	------------------------------------------	-------------------------------------------------	----------

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Section F – Deliveries or Performance	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page F-1
----------------------------------------------	------------------------------------------	-------------------------------------------------	----------

SECTION F – DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations (FAR) clauses: <https://www.acquisition.gov/browse/index/far> and Department of the Interior Acquisition Regulations (DIAR) clauses: <https://www.acquisition.gov/diar>

In addition, clauses can be identified as follows:

FAR - by the number prefix 52, e.g. 52.252-01, etc.; and

DIAR - by the number prefix 1452 and number suffix of -70, e.g. 1452.204-70.

The following referenced clauses are hereby incorporated into and made a part of this contract.

Clause	Title	Date
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.242-14	Suspension of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK APR 1984

The Contractor shall be required to (a) commence work under this contract within **(TO BE SPECIFIED IN EACH INDIVIDUAL TASK ORDER)** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **(TO BE SPECIFIED IN EACH INDIVIDUAL TASK ORDER)**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

F.3 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION SEP 2000

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **(TO BE SPECIFIED IN EACH INDIVIDUAL TASK ORDER, IF/AS APPLICABLE)** for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

Section F – Deliveries or performance	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page F-2
----------------------------------------------	------------------------------------------	-------------------------------------------------	----------

F.4 DELIVERY INFORMATION – LOWER COLORADO DAMS OFFICE (LCDO)

(a) Unless otherwise specified within each individual task order, all supplies and equipment required under this contract shall be shipped F.O.B. Destination to the following address:

Hoover Dam Central Warehouse
 NV State Route 172
 Boulder City, NV 89005
 ATTN: Ricardo Sevilla

(b) Additional details regarding shipping and delivery can be found in Section J, Attachment (1), Section 1.07.

F.5 TASK ORDER ISSUANCE PROCEDURES

(a) **General.** Task Orders will be issued under this contract in the form and manner set forth below.

(1) Task orders will be issued on a **Firm-Fixed-Price basis.**

(2) Task orders will be issued unilaterally by the Government.

(3) Work under this contract will be ordered by individual orders issued on Optional Form (OF) 347 to the Contractor by any Interior Region 8: Lower Colorado Basin Contracting Officer having the appropriate warrant authority. In the case of an urgent requirement, the Contracting Officer may issue written notice to the Contractor to begin immediate work under a task order. Task Orders may include drawings and Statement of Work.

(b) **Fair Opportunity.** Competition for issuance of task orders is limited to those awardees under this multiple award IDIQ contract. If multiple IDIQ contracts are awarded, each awardee shall be provided a fair opportunity for task orders in accordance with FAR 16.505(b)(1), unless the Contracting Officer determines that one of the exceptions at FAR 16.505(b)(2) applies.

There is an expectation that each Contractor will compete for all the work forthcoming under this contract. **If the Contractor is unable to compete for the task order, the Contractor shall provide a “no-bid” response to the Contract Specialist within two (2) business days of RFP receipt and provide reason for inability to compete.**

Contractors shall make a reasonable effort to propose on each task order during the term of the contract.

(c) **Order Placement Procedures.**

(1) The Government will issue a written request for proposal (RFP) electronically via e-mail which will include the proposed Statement of Work (SOW), drawings, maps (if applicable), schedule, the evaluation criteria and relative importance of each evaluation factor (if applicable), and the due date for receipt of proposals. All other terms and conditions will be contained in the basic contract. However, any minor/pertinent changes to these terms and conditions, including applicable fill-ins for certain clauses and additional contract direction or details specifically pertaining to the task order, will also be identified in the RFP and incorporated

Section F – Deliveries or Performance	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page F-3
----------------------------------------------	------------------------------------------	-------------------------------------------------	----------

into the individual task order. Contractors must acknowledge receipt of each RFP. Contractors are also required to notify the Contract Specialist within two (2) business days of receipt of an RFP if the firm cannot or will not propose on a delivery/task order. Receipt of the proposals after the specified time and date set by the Contracting Officer may result in the proposal not being considered for award.

- (2) Unless the Contracting Officer applies the fair opportunity exceptions found in 16.505(b)(2)(i), each task order will be awarded, as a result of competition to the contractor whose offer is the best value to the Government considering the evaluation criteria specified in the task order. RFPs will state the specific evaluation factors for each order and, when applicable, the relative importance of the evaluation factors. When non-price (e.g. technical) factors are applicable to the evaluation and selection, the Government may use the lowest-price technically acceptable (LPTA), best delivery time, or tradeoffs of contracting by negotiation in order to obtain the best value for the Government. The Government reserves the right to use procedure(s) that are best suited to the circumstances of the contract action to fulfill the Government's requirements.
- (3) If delivery is an evaluation factor, a proposal must meet the Government's expressed requirement for delivery as stated in the RFP/SOW or it may be considered unacceptable. The proposal should indicate the contractor's compliance with the stated delivery date or identify the date of delivery (if delivery is an evaluation factor).
- (4) Offerors are expected to examine the SOW, drawings, schedule, maps (if applicable) and all instructions. Failure to do so will be at the Offeror's risk.
- (5) A proposal shall not include any terms and conditions that would conflict with the contract terms and conditions; otherwise, the proposal may be considered unacceptable and rejected without further consideration.
- (6) Each RFP will state whether the contractor's proposal is to be submitted as a **lump sum price or whether the proposal price is to include a detailed cost breakdown for evaluation**. The lump sum price shall include the Contractor's best price for the item(s) including all applicable costs such as, but not limited to, cost of subcontractors, cost of miscellaneous equipment, materials, services, G&A, overhead, reasonable profit, and shipping (F.O.B. Destination). In those instances where a detailed cost breakdown is required, the contractor's price proposal shall identify the proposed quantity and type of labor, labor rates, material and equipment, shipping (F.O.B. Destination), G&A, overhead, and a reasonable profit estimated for the type and complexity of the work required under the individual proposed delivery/task order. Estimated travel-related costs, if applicable, should also be provided in the proposal price. Payment for travel-related costs will be reimbursed based on allowable costs in accordance with the Federal Travel Regulations. Maximum lodging and per diem rates are identified at <http://www.gsa.gov>.
- (7) After evaluation of the proposals has been completed, the proposal which offers the best value to the Government will be awarded the task order. In cases where price is the only evaluation factor, the proposal which offers the lowest price to the Government will be awarded the task order, subject to a positive determination that such proposed price is fair and reasonable. Price reasonableness of each task order will be determined in accordance with FAR Subpart 15.4. Task orders may require discussions/negotiations. It is anticipated that competition among each task order will exist. However, if no competition exists, data other than certified cost or pricing data may be required to be submitted by the contractor in order to determine if the proposed price is fair and reasonable.

Section F – Deliveries or performance	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page F-4
----------------------------------------------	------------------------------------------	-------------------------------------------------	----------

- (8) Labor standards for contracts involving construction (Construction Wage Rate Requirements) are applicable to individual task order requirements. The Government will furnish the applicable wage determination(s) with each RFP.
- (9) All clauses included in this solicitation and resulting IDIQ contract will apply to task orders, unless otherwise noted on a task order basis. Additional contract clauses may be inserted into the task order as applicable for the work ordered. The notice for each task order will provide any required "fill-ins" for provisions and clauses and other specific information/direction pertaining to the task order, including, but not limited to:
- Magnitude of construction/estimated price range (FAR 36.204).
 - Details regarding Commencement, Prosecution, and Completion of Work (reference FAR Clause 52.211-10).
- (10) If required, the Government may seek comments from all contractors on draft statements of work in order to promote exchanges of information and to encourage awardees to respond to potential RFPs. For a particular requirement, the Government may contact all Offerors for possible technical discussions in order to exchange information and further clarify and define the nature of the requirement.

(d) **Other Ordering Requirements.**

- (1) **Certified Payroll Reports.** For each task order issued, the awardee shall be required to furnish weekly certified payrolls (prime and subcontractor) in accordance with Contract Clause I.1, FAR Clause 52.222-8, Payrolls and Basic Records. Funds will be retained by the Government from progress payments until all payroll reports are submitted.
- (2) **Release of Claims.** Reference Contract Clause I.1, WBR 1452.204-70, Release of Claims. For each order issued, the awardee shall be required to furnish a Release of Claims prior to final payment.
- (3) **Insurance.** Reference Contract Clause I.11, 1452.228-70, Liability Insurance – Department of the Interior. The Contractor is required to procure and maintain liability insurance during the term of the contract. It is the responsibility of the Contractor to provide updated insurance certificates when insurance policies expire.

(e) **Monetary Limitations.** The cumulative/maximum amount of all task orders shall not exceed \$12,000,000.00.

Section G – Contract Administration Data	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page G-2
-------------------------------------------------	------------------------------------------	-------------------------------------------------	----------

FAR 32.905(b) outlines a Proper Invoice to include:

1. Name & address of the Contractor. 2. Invoice date & number. 3. Contract number, contract line item number and, if applicable, the order number. 4. Description, quantity, unit of measure, unit price and extended price of the items delivered. 5. Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading. 6. Terms of any discount for prompt payment offered. 7. Name and address of official to whom payment is to be sent. 8. Name, title, and phone number of person to notify in event of defective invoice. 9. Any other information or documentation required by the contract.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

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

(End of Local Clause)

G.3 DOI- AAAP-0050 V2 NOTICE TO CONTRACTORS – CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM DEC 2015

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

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

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

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

Section G – Contract Administration Data	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page G-3
-------------------------------------------------	------------------------------------------	-------------------------------------------------	----------

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

a) Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.

b) Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.

c) All information provided should be reviewed for accuracy prior to submission.

d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting "Accept the Ratings and Close the Evaluation".

e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it has been closed.

f) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

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

a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.

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

c) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

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

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

(End of Local Clause)

Section G – Contract Administration Data	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page G-4
-------------------------------------------------	------------------------------------------	-------------------------------------------------	----------

(a) Prior to the contractor starting work, a post-award 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 via Microsoft Teams.

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

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

(End of Local Clause)

G.5 CONTRACTOR'S ADMINISTRATION PERSONNEL

Name: _____
Title: _____
Address: _____
City/State/Zip: _____
Telephone No: _____
Fax No.: _____

Contractor must complete and submit with proposal.

Section H – Special Contract Requirements	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page H-1
------------------------------------------------------	------------------------------------------	-------------------------------------------------	----------

SECTION H – SPECIAL CONTRACT REQUIREMENTS
(There is no additional information in this section.)

Section H – Special Contract Requirements	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page H-2
------------------------------------------------------	------------------------------------------	-------------------------------------------------	----------

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Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-1
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SECTION I – CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE

FEBRUARY 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations (FAR) clauses: <https://www.acquisition.gov/browse/index/far> and Department of the Interior Acquisition Regulations (DIAR) clauses: <https://www.acquisition.gov/diar>

In addition, clauses can be identified as follows:

FAR - by the number prefix 52, e.g. 52.252-01, etc.; and

DIAR - by the number prefix 1452 and number suffix of -70, e.g. 1452.204-70.

The following referenced clauses are hereby incorporated into and made a part of this contract.

Clause	Title	Date
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-14	Display of Hotline Poster(s)	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	NOV 2021

Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-2
-------------------------------------	------------------------------------------	-------------------------------------------------	----------

52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-21 Alt IV	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data--Modifications (Oct 2010) - Alternate IV (Oct 2010)	OCT 2010
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9 Alt II	Small Business Subcontracting Plan (Nov 2021) – Alternate II (Nov 2016)	NOV 2021
52.219-28	Post-Award Small Business Program Rerepresentation	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards--Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination--Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-34	Project Labor Agreement	MAY 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.222-55	Minimum Wages Under Executive Order 13658	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3 Alt I	Hazardous Material Identification and Material Safety Data (Jan 1997) - Alternate I (Jul 1995)	FEB 2021
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-15	Energy Efficiency in Energy Consuming Products	MAY 2020
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	JUN 2020

Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-3
-------------------------------------	------------------------------------------	-------------------------------------------------	----------

52.227-4	Patent Indemnity--Construction Contracts	DEC 2007
52.227-17	Rights in Data – Special Works	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance--Work on a Government Installation	JAN 1997
52.228-11	Individual Surety - Pledges of Assets	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds--Construction	JUN 2020
52.229-3	Federal, State, And Local Taxes	FEB 2013
52.232-5	Payments Under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I (Dec 1991)	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) – Alternate I (Nov 1991)	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) – Alternate I (Apr 1984)	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2022
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering--Construction	OCT 2020
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I (Sep 1996)	APR 2012
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
1452.201-70	Authorities and Delegations - Department of the Interior	SEP 2011
1452.203-70	Restrictions on Endorsements - Department of the Interior	JUL 1996
1452.204-70	Release of Claims - Department of the Interior	JUL 1996

Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-4
-------------------------------------	------------------------------------------	-------------------------------------------------	----------

1452.215-70	Examination of Records by the Department of the Interior	APR 1984
1452.236-70	Prohibition Against Use of Lead-Based Paint - Department of The Interior	JUL 1996

I.2 52.216-18 ORDERING

OCT 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **the date of contract award through the 5-year performance period.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.3 52.216-19 ORDER LIMITATIONS

OCT 1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$250,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of **\$5,500,000.00**;

(2) Any order for a combination of items in excess of **\$12,000,000.00**; or

(3) A series of orders from the same ordering office within **60** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (**2**) days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-5
-------------------------------------	------------------------------------------	-------------------------------------------------	----------

I.4 52.216-22 INDEFINITE QUANTITY OCT 1995

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **24 months after the base contract expires.**

(End of Clause)

**I.5 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION FEB 1999
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR
CONSTRUCTION**

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
Arizona – Mohave County – 19.6% <i>(Place of Performance: Hoover Dam, Davis Dam)</i>	6.9%
Arizona – Rest of AZ Counties – 19.6% <i>(Place of Performance: Parker Dam)</i>	6.9%
California – Riverside, San Bernardino Counties – 19.0% <i>(Place of Performance: Parker Dam)</i>	6.9%
Nevada – Clark County – 13.9% <i>(Place of Performance: Hoover Dam, Davis Dam)</i>	6.9%

Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-6
-------------------------------------	------------------------------------------	-------------------------------------------------	----------

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Riverside-San Bernardino Counties in California; Mohave and La Paz Counties in Arizona; and Clark County, Nevada.

(End of provision)

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

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce

Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-7
-----------------------------------------	------------------------------------------	-------------------------------------------------	----------

the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

I.7 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MAY 2008
MATERIAL CONTENT FOR EPA-DESIGNATED
PRODUCTS (MAY 2008) – ALTERNATE I (MAY 2008)

(a) Definitions. As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

CERTIFICATION

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

_____ [Signature of the Officer or Employee]

_____ [Typed Name of the Officer or Employee]

_____ [Title]

_____ [Name of Company, Firm, or Organization]

_____ [Date]

(End of certification)

(c) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-8
-----------------------------------------	------------------------------------------	-------------------------------------------------	----------

(End of clause)

I.8 52.225-9 BUY AMERICAN – CONSTRUCTION MATERIALS NOV 2021

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

Cost of components means—

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

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

Domestic construction material means—

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

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

Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-9
-----------------------------------------	------------------------------------------	-------------------------------------------------	----------

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

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

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

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

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

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

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

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

(b) Domestic preference. (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-10
-------------------------------------	------------------------------------------	-------------------------------------------------	-----------

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows: None.

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However,

Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-11
-------------------------------------	------------------------------------------	-------------------------------------------------	-----------

when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price
Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

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

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

[Include other applicable supporting information.]

(End of clause)

I.9 52.228-1 BID GUARANTEE

SEP 1996

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

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

Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-12
-----------------------------------------	------------------------------------------	-------------------------------------------------	-----------

(1) to unsuccessful bidders as soon as practicable after the opening of bids, and

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

(c) The amount of the bid guarantee shall be **(TO BE SPECIFIED IN EACH INDIVIDUAL TASK ORDER, IF/AS APPLICABLE)** of the bid price or **(TO BE SPECIFIED IN EACH INDIVIDUAL TASK ORDER, IF/AS APPLICABLE)**, whichever is less.

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

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

(End of clause)

I.10 52.252-6 AUTHORIZED DEVIATION IN CLAUSES NOV 2020

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

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

(End of clause)

I.11 1452.228-70 LIABILITY INSURANCE – DEPARTMENT OF THE INTERIOR JUL 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
\$200,000 each person
\$500,000 each occurrence
\$ 20,000 property damage

Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-13
-----------------------------------------	------------------------------------------	-------------------------------------------------	-----------

(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.12 WBR CONTRACTING OFFICER’S REPRESENTATIVE MAY 2018
1452.201-80 AUTHORITIES AND LIMITATIONS – BUREAU OF
RECLAMATION

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

- (1) Inspecting and accepting or rejecting work performed under the contract.
- (2) Representing the Government in technical phases of the work. The COR is responsible for the technical administration of the contract and will provide instructions and interpretations to the Contractor on all technical matters relating to the contract. The COR will supervise or oversee all Government technical and administrative personnel assigned to assist the COR.
- (3) Reviewing and, where required by the contract, approving submittals of technical data, shop drawings, samples, literature, plans, or other data required to be delivered by the Contractor to the Government.

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

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

- (1) Constitutes a direction of additional work outside the Contract requirements;
- (2) Constitutes a change as defined in the contract clause entitled “Changes;”
- (3) In any manner causes an increase or decrease in the total contract cost, or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions or specifications of the contract; or
- (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

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

Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-15
-------------------------------------	------------------------------------------	-------------------------------------------------	-----------

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

(e) The Contractor shall submit a written proposed safety program as prescribed in the RSHS and the written specifications.

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

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

(h) If the RSHS is updated or amended by Reclamation during the course of this contract, the contractor will be notified in writing. The contractor shall comply with the current RSHS immediately upon written notification. Should the contractor feel that the updated version of RSHS constitutes a substantive change to the contract, affecting price or time (or both), the contractor may request an equitable adjustment in the contract price. Any such requests shall include a price proposal submitted in compliance with Contract Clause WBR 1452.243-80, Modification Proposals - Bureau of Reclamation, and in sufficient detail to allow meaningful analysis of labor, equipment and material.

(End of clause)

I.15 WBR PAYMENT FOR MOBILIZATION AND PREPARATORY MAR 2022
1452.232-81 WORK – BUREAU OF RECLAMATION

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

- (1) Movement of personnel, equipment, supplies, and incidentals to the project site;
- (2) The establishment of offices, buildings, plants and other facilities, at the site (excludes temporary buildings (e.g., storage sheds, shops, offices) and utilities listed in the Operations and Storage Areas clause of this contract;
- (3) Payment of premiums for project bonds and insurance; and
- (4) Other work and operations which must be performed or costs incurred incident to the initiation of meaningful work at the site and for which the contract does not otherwise provide for payment.

(b) Facilities and equipment covered by mobilization work.

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

Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-16
-----------------------------------------	------------------------------------------	-------------------------------------------------	-----------

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

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

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

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

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

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

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

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

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

(3) When progress payments totaling **five (5) percent** of the total original contract amount have been made by the Government for all other work accomplished under the contract, the Government shall pay the Contractor **50 percent** of the mobilization and preparatory work contract line item amount or **two and one-half (2.5) percent** of the total original contract amount (whichever is the lower) exclusive of any payment already made to the Contractor for performance and payment bond premiums and specified insurance under subparagraph (d).

(4) When progress payments totaling **ten (10) percent** of the total original contract amount have been made by the Government for all other work accomplished under the contract, the balance of the amount for the mobilization and preparatory work contract line item or **two and one-half (2.5) percent** of the total original contract amount (whichever is the lower) shall be paid to the contractor.

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

(End of Clause)

Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-17
-------------------------------------	------------------------------------------	-------------------------------------------------	-----------

I.16 WBR PRESERVATION OF CULTURAL RESOURCES – MAR 2022
1452.236-84 BUREAU OF RECLAMATION

(a) Definitions.

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

"Cultural resources" is a broad term that includes prehistoric, historic, architectural, and traditional cultural properties; specific items include, but are not limited to, human skeletal remains, archaeological artifacts, records, and material remains related to such properties.

"Funerary objects" means Native American items that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed intentionally at the time of death or later with or near individual human remains.

"Human remains" means the physical remains of the body of a person.

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

"Sacred objects" means Native American items that are specific ceremonial objects needed by traditional Native American religious leaders for the practice of traditional Native American religions by their present-day adherents. These items are specifically limited to objects that were devoted to a traditional Native American religious ceremony or ritual and which have religious significance or function in the continued observance or renewal of such ceremony.

"Objects of cultural patrimony" means Native American items having ongoing historical, traditional, or cultural importance central to the Native American tribe or Native Hawaiian organization itself, rather than property owned by an individual tribal or organization member. These objects are of such central importance that they may not be alienated, appropriated, or conveyed by any individual tribal or organization member.

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

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

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

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

Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-19
-----------------------------------------	------------------------------------------	-------------------------------------------------	-----------

discretion, to determine suitability of Contractor personnel and deny access to any sensitive information or project specific area to any personnel for any cause.

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

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

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

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

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

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

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

(11) Unsanctioned, negligent, or willful inappropriate action on the part of the Contractor (or its employees) may result in termination of the contract or removal of some Contractor employees from Reclamation facilities at no cost to the Government. These actions include, but are not limited to,

Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-20
-------------------------------------	------------------------------------------	-------------------------------------------------	-----------

exploration of a sensitive system and/or information, introduction of unauthorized and/or malicious software, inappropriate release of sensitive information, or failure to follow prescribed access control policies and/or security procedures. Failure to comply with Reclamation policies, procedures, or other published security requirements may result in termination of the contract or removal of some contracted employees from Reclamation buildings and/or facilities at no cost to the Government.

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

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

(b) Information Security Requirements.

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

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

(ii) The Contractor shall not release to anyone outside the Contractor’s organization any sensitive, or otherwise protected information, regardless of medium in which it is contained (for example, film, tape, document, electronic), pertaining to any part of this contract or any Reclamation program or activity, unless the Contracting Officer has given prior written approval.

Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-21
-------------------------------------	------------------------------------------	-------------------------------------------------	-----------

This includes, but is not limited to, news releases, marketing promotions, articles, interviews, reports, social media posts, and any other media releases. Requests for approval shall identify the specific information to be released, the medium to be used, the purpose for the release, and a description of the need-to-know. The Contractor shall submit its request to the Contracting Officer ten business days before the proposed date for release. Subcontractors shall submit requests for authorization to release through the prime Contractor to the Contracting Officer.

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

(2) Classified Information.

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

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

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

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

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

Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-22
-------------------------------------	------------------------------------------	-------------------------------------------------	-----------

- (vi) Classified information shall not be removed from official premises.
- (vii) Classified information shall not be disclosed without proper authorization.

- (c) Reserved
- (d) Reserved
- (e) Reserved
- (f) Reserved

(End of clause)

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

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

- (1) Comply with the contract time limits for submission of a proposal or as specified by the contracting officer;
 - (2) Apply the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract;
 - (3) Furnish a breakdown of all costs estimated to complete the work required by the modification (i.e., cost of added work, incurred cost of deleted work already performed, estimated cost of deleted work not yet performed, and net cost of the modification) to include all costs associated with materials (identified by item and quantity), equipment (identified by item, quantity and whether contractor-owned or rented), categories of direct labor, bond and insurance premium adjustments, subcontracts, overhead and other indirect costs, profit/fee, and any other pricing information requested by the contracting officer, in sufficient detail to permit an analysis of fair and reasonable price;
 - (4) Furnish a written justification for any requested time extensions; and
 - (5) For any pricing adjustment expected to exceed the threshold at FAR 15.403-4 requiring certified cost or pricing data (considering both increases and decreases) --
 - (i) Submit certified cost and pricing data using the format specified in Table 15-2 of FAR 15.408 unless the contracting officer agrees that an exception applies under the circumstances set forth in FAR 15.403-1;
 - (ii) Certify in substantially the format prescribed in FAR 15.406-2 that to the best of its knowledge and belief, the data are accurate, complete and current as of the date of agreement on the negotiated price of the modification; and
 - (iii) Comply with the requirements of either the FAR 52.215-12 Subcontractor Certified Cost or Pricing Data clause or the FAR 52.215-13 Subcontractor Certified Cost or Pricing Data -- Modifications clause of this contract when the adjustment includes a subcontract modification involving a pricing adjustment expected to exceed the threshold at FAR 15.403-4 requiring certified cost or pricing data.
- (b) Under the FAR Changes clause of this contract, failure of the contractor to timely assert its right for an adjustment or to submit a proposal for an adjustment by the date specified in the clause (or another date

Section I – Contract Clauses	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page I-23
-----------------------------------------	------------------------------------------	-------------------------------------------------	-----------

specified by the contracting officer) may result in a unilateral adjustment of the contract by the contracting officer pursuant to the FAR 52.233-1 Disputes clause of this contract.

(End of clause)

I.19 SAFETY DATA SUBMITTAL REQUIREMENTS

(a) Within 20 calendar days from the date it receives notice of award, the Contractor shall submit the following safety data to the Contracting Officer:

(1) The Contractor's current overall Experience Modification Rate (EMR) for Workers' Compensation Insurance applicable to the type of work to be performed under the contract (e.g., tunneling, concrete dams, canals) and to the State in which the work is to be performed. In any instance where the State establishes mandatory Workers' Compensation Insurance rates that are applicable to work to be performed under the contract within that State, those rates shall be submitted in lieu of the Contractor's current overall EMR;

(2) A copy of each Log and Summary of Occupational Injuries and Illnesses (Department of Labor Form OSHA-200), or its equivalent, completed by the Contractor during the 3 calendar years immediately preceding the calendar year in which it receives notice of award; and

(3) The Contractor's death and lost workday severity incidence rate for each of the 3 calendar years immediately preceding the calendar year in which it receives notice of award.

(b) The Contractor shall report any change in its overall EMR for Workers' Compensation Insurance (or to the mandatory State Workers' Compensation Insurance rates, where applicable) to the Contracting Officer within 15 calendar days from the date it receives notice of such change from its insurance carrier or the State Workers' Compensation Fund.

(c) The Contractor shall complete a Department of Labor Form OSHA-200, or its equivalent, for the calendar year in which it receives notice of award and each calendar year thereafter, and submit it to the Contracting Officer by February 15 of the following calendar year.

(d) The Contractor shall calculate its death and lost workday severity incidence rate for the calendar year in which it receives notice of award and each calendar year thereafter, and submit it to the Contracting Officer by February 15 of the following calendar year.

(End of local requirement)

Section J – List of Attachments	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page J-1
----------------------------------------	------------------------------------------	-------------------------------------------------	----------

SECTION J – LIST OF ATTACHMENTS

J.1 APPLICABILITY OF DOCUMENTS

The documents, exhibits, and other attachments which are identified in this Section J, apply to and are a part of this contract. In the event that any document is missing in whole or in part from this document when received, the Contracting Officer shall be notified immediately.

J.2 LIST OF CONTRACT DOCUMENTS

Attachment No.	Title	No. of Pages (including Cover Sheet)
1	Base Contract: IDIQ Specifications	32
2	Base Contract: Drawings (2) total	4
3	Task Order 1: Statement of Work/Specifications	8
4	Task Order 1: Drawings (5) total	8
5	Task Order 1: Price Schedule	4
6	Task Order 1: Wage Determination (AZ20220006)	12
7	Task Order 1: Site Visit Map	4
8	Task Order 1: Supplemental Provisions and Clauses	4
9	Bond Forms: Bid Bond, SF-24; Payment Bond, SF-25A; Performance Bond, SF-25	8
10	Release of Claims, DI-137	4
11	Subcontracting Plan Format	12
12	Construction Invoice Requirements	6
13	Past Performance Questionnaire	4

Section J – List of Attachments	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page J-2
----------------------------------------	------------------------------------------	-------------------------------------------------	----------

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Section K – Representations, Certifications and other Statements of Offerors	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page K-1
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SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): Federal Acquisition Regulations (FAR) clauses: <https://www.acquisition.gov/browse/index/far>; Department of the Interior Acquisition Regulations (DIAR) clauses: <https://www.acquisition.gov/diar>

In addition, the provisions can be identified as follows:
 FAR - by the number prefix 52, e.g. 52.252-1, etc.; and
 DIAR - by the number prefix 1452 and number suffix of -70, e.g. 1452.204-70.

The following provisions are hereby incorporated into and made a part of this solicitation. Failure to comply with these provisions may result in the offer being determined unacceptable.

Provision	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2007
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements - Representation	JAN 2017
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-26	Covered Telecommunications Equipment or Services-Representation	OCT 2020
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.222-38	Compliance with Veterans' Employment Reporting Requirements	FEB 2016
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications	JUN 2020
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.236-28	Preparation of Proposals-Construction	OCT 1997

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

Section K – Representations, Certifications and other Statements of Offerors	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page K-2
-------------------------------------------------------------------------------------------------	------------------------------------------	-------------------------------------------------	----------

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **238320 Painting and Wall Covering Contractors.**

(2) The small business size standard is **\$16.5 Million.**

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

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

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

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

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

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

Section K – Representations, Certifications and other Statements of Offerors	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page K-3
-------------------------------------------------------------------------------------------------	------------------------------------------	-------------------------------------------------	----------

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract 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.

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

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

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

Section K – Representations, Certifications and other Statements of Offerors	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page K-4
-------------------------------------------------------------------------------------------------	------------------------------------------	-------------------------------------------------	----------

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

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

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

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

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

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

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

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

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

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

Section K – Representations, Certifications and other Statements of Offerors	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page K-5
-------------------------------------------------------------------------------------------------	------------------------------------------	-------------------------------------------------	----------

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

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

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

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

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

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

(d) The Offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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

(End of provision)

K.3 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

NOV 2021

Section K – Representations, Certifications and other Statements of Offerors	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page K-6
-------------------------------------------------------------------------------------------------	------------------------------------------	-------------------------------------------------	----------

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

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

Section K – Representations, Certifications and other Statements of Offerors	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page K-7
-------------------------------------------------------------------------------------------------	------------------------------------------	-------------------------------------------------	----------

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

(d) Representation. The Offeror represents that—

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

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

Section K – Representations, Certifications and other Statements of Offerors	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page K-8
-------------------------------------------------------------------------------------------------	------------------------------------------	-------------------------------------------------	----------

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

K.4 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY AUG 2020 MATTERS

(a)

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

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

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

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

Section K – Representations, Certifications and other Statements of Offerors	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page K-9
-------------------------------------------------------------------------------------------------	------------------------------------------	-------------------------------------------------	----------

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

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

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

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

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

(2) *Examples.*

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

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

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

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

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

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

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

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

Section K – Representations, Certifications and other Statements of Offerors	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page K-10
-------------------------------------------------------------------------------------------------	------------------------------------------	-------------------------------------------------	-----------

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

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

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

(End of provision)

K.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY OCT 2018
MATTERS

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

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

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

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

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

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

(c) If the Offeror checked "has" in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity

Section K – Representations, Certifications and other Statements of Offerors	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page K-11
-------------------------------------------------------------------------------------------------	------------------------------------------	-------------------------------------------------	-----------

Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in–
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of provision)

**K.6 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING FEB 2016
DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW**

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

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

Section K – Representations, Certifications and other Statements of Offerors	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page K-12
-------------------------------------------------------------------------------------------------	------------------------------------------	-------------------------------------------------	-----------

(b) The Offeror represents that–

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

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

(End of provision)

K.7 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION NOV 2021

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

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

(1) The Offeror certifies that–

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

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

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

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual

Section K – Representations, Certifications and other Statements of Offerors	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page K-13
-------------------------------------------------------------------------------------------------	------------------------------------------	-------------------------------------------------	-----------

unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

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

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

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless—

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

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

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

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

Section K – Representations, Certifications and other Statements of Offerors	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page K-14
-------------------------------------------------------------------------------------------------	------------------------------------------	-------------------------------------------------	-----------

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

(End of provision)

K.8 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS SEP 2021

(a) Definitions. As used in this provision-

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

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

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

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

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service connected, as defined in 38 U.S.C.101(16).

Small business concern—

(1) 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 (b) of this provision.

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

Section K – Representations, Certifications and other Statements of Offerors	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page K-15
-------------------------------------------------------------------------------------------------	------------------------------------------	-------------------------------------------------	-----------

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern-

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

“Women-owned small business concern” means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 238320.
- (2) The small business size standard is \$16.5 Million.
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition—

Section K – Representations, Certifications and other Statements of Offerors	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page K-16
-------------------------------------------------------------------------------------------------	------------------------------------------	-------------------------------------------------	-----------

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

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

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

(c) Representations.

(1) The Offeror represents as part of its offer that it is, is not a small business concern.

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

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The Offeror represents as part of its offer that-

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The Offeror represents as part of its offer that-

(i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each

Section K – Representations, Certifications and other Statements of Offerors	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page K-17
-------------------------------------------------------------------------------------------------	------------------------------------------	-------------------------------------------------	-----------

EDWOSB concern participating in the joint venture. [The Offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

(8) [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents, as part of its offer, that-

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

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

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

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Section K – Representations, Certifications and other Statements of Offerors	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page K-18
-------------------------------------------------------------------------------------------------	------------------------------------------	-------------------------------------------------	-----------

The Offeror represents that--

It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

It [] has, [] has not, filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

**K.10 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS AUG 2009
OPERATIONS IN SUDAN - CERTIFICATION**

(a) Definitions. As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

Section K – Representations, Certifications and other Statements of Offerors	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page K-19
-------------------------------------------------------------------------------------------------	------------------------------------------	-------------------------------------------------	-----------

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the Offeror certifies that the Offeror does not conduct any restricted business operations in Sudan.

(End of provision)

Section K – Representations, Certifications and other Statements of Offerors	Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page K-20
-------------------------------------------------------------------------------------------------	------------------------------------------	-------------------------------------------------	-----------

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Section L – Instructions, Conditions, and Notices to Offerors	RFQ/Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page L-1
----------------------------------------------------------------------	----------------------------------------------	-------------------------------------------------	----------

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY FEB 1998 REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these address: Federal Acquisition Regulations (FAR) provisions: <https://www.acquisition.gov/browse/index/far>; Department of the Interior Acquisition Regulations (DIAR) clauses: <https://www.acquisition.gov/diar>

In addition, the provisions can be identified as follows:
 FAR - by the number prefix 52, e.g. 52.252-1, etc.; and
 DIAR - by the number prefix 1452 and number suffix of -70, e.g. 1452.204-70.

The following provisions are hereby incorporated into and made a part of this solicitation. Failure to comply with these provisions may result in the offer being determined unacceptable.

Provision	Title	Date
52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts)	OCT 2016
52.211-6	Brand Name or Equal	AUG 1999
52.211-7	Alternatives to Government-Unique Standards	NOV 1999
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.215-1	Instructions to Offerors-Competitive Acquisition	JAN 2017
52.216-27	Single or Multiple Awards	OCT 1995
52.222-33	Notice of Requirement for Project Labor Agreement	MAY 2010
1452.215-71	Use and Disclosure of Proposal Information – Department of the Interior	APR 1984

L.2 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS, AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 AUG 1998

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

Section L – Instructions, Conditions and Notices Offerors	RFQ/Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page L-2
------------------------------------------------------------------	----------------------------------------------	-------------------------------------------------	----------

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

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

(End of provision)

L.3 52.216-1 TYPE OF CONTRACT

APR 1984

The Government contemplates award of multiple indefinite delivery, indefinite quantity (IDIQ)-type contract(s) resulting from this solicitation. Additionally, the Government anticipates that Task Order 1 “Tailbay Stoplogs Recoating” will be awarded at the time of award of IDIQ contract(s), where Task Order 1, as well as all subsequent task order(s) under awarded IDIQ contract(s), will be firm-fixed-price.

(End of provision)

**L.4 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS – MAY 2014
SECONDARY SITE OF THE WORK**

(a)

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

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

(b)

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

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

(End of provision)

L.5 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT –

MAY 2014

Section L – Instructions, Conditions, and Notices to Offerors	RFQ/Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page L-3
----------------------------------------------------------------------	----------------------------------------------	-------------------------------------------------	----------

CONSTRUCTION MATERIALS

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

(b) Requests for determinations of inapplicability. An Offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The Offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an Offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the Offeror shall include the information and supporting data in the offer.

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

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

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of Provision)

L.6 52.236-27 SITE VISIT (CONSTRUCTION) – ALTERNATE I FEB 1995
ALT 1 (FEB 1995)

Section L – Instructions, Conditions and Notices Offerors	RFQ/Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page L-4
------------------------------------------------------------------	----------------------------------------------	-------------------------------------------------	----------

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

(b) An organized site visit has been scheduled for **Thursday, August 11th 2022 at 9:00 a.m., Pacific Time, Hoover Dam, Nevada** in support of Section J, Attachment (3) Task Order 1 “Tailbay Stoplogs Recoating.”

Attendance at the site visit is not mandatory but highly recommended. All interested Offerors are encouraged to attend. Attendees must provide and wear the following personal protective equipment (PPE) while in attendance: steel-toed boots, safety glasses, and hard hats.

(c) Participants will meet at the covered area at the old exhibit building (near the winged statues under construction) on the Nevada side of Hoover Dam. Attendees should park in the Parking Garage noted on Section J, Attachment (7) – Site Visit Map. Please note that the Parking Garage does not open to the public until 8:00 a.m. Pacific Time.

(d) Notification Requirements: All site visit attendees must provide attendee names and vehicles to **Contract Specialist Kerri Dolezal kdolezal@usbr.gov and Contracting Officer’s Representative (COR) Ricardo Sevilla rsevilla@usbr.gov no later than 9:00 a.m. Pacific Time on Tuesday, August 9th 2022 to arrange for complimentary parking within the parking garage.** If advance notice is not provided by the deadline, the Government cannot guarantee a waived parking fee which would result in attendees covering the parking garage fee (\$10.00) at arrival. If no notification is received from interested vendors, the site visit will be cancelled.

(End of provision)

L.7 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS NOV 2020

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

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

(End of clause)

L.8 1452.233-2 SERVICE OF PROTEST – DEPARTMENT OF THE INTERIOR (JULY 1996) (DEVIATION) JUL 1996

(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 Aimee Amador, Contracting Officer, Bureau of Reclamation, Interior Region 8: LCB, 500 Fir Street, Boulder City, NV 89005.

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

Section L – Instructions, Conditions, and Notices to Offerors	RFQ/Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page L-5
----------------------------------------------------------------------	----------------------------------------------	-------------------------------------------------	----------

(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 WBR SOURCE SELECTION EVALUATION MAR 2021
1452.215- PROCEDURES – BUREAU OF RECLAMATION
80

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

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

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

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

(End of provision)

L.10 WBR PROPOSAL INSTRUCTIONS – BUREAU OF MAR 2021
1452.215- RECLAMATION
81

This procurement will be conducted in accordance with FAR Part 15, as described in WBR 1415.209(a)(1).

Section L – Instructions, Conditions and Notices Offerors	RFQ/Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page L-6
------------------------------------------------------------------	----------------------------------------------	-------------------------------------------------	----------

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

(a) Use and Disclosure of Proposal Information. In accordance with the Use and Disclosure of Proposal Information -- Department of the Interior provision of this solicitation (see DIAR 1452.215-71), Offerors shall mark trade-secret or confidential commercial or financial information contained in the proposal with the restrictive legends specified. The Offeror shall also clearly and separately mark all proprietary information (as defined in FAR 3.104-3) contained in the proposal with the restrictive legend "Proprietary Information."

(b) Proposal Volumes. Offerors shall submit separate Volumes with the required number of copies as follows:

Volume	Title	Copies Required
I	Business Proposal (Representations, Certifications, Subcontracting Plan, and Offer)	One (1) electronic copy transmitted via e-mail
II	Technical Proposal (Experience, Technical Capability/Facilities, Past Performance, Small Business)	One (1) electronic copy transmitted via e-mail
III	Pricing Proposal	One (1) electronic copy transmitted via e-mail

(1) Separation of volumes. All electronic copies of each proposal volume are to be clearly marked to identify contents. The first page of each file 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. Additionally, it is recommended to list which part of the proposal is included in each email if multiple emails are submitted. Please note that email size limitations apply. Bureau of Reclamation servers cannot accept individual email transmissions larger than 10MB. Therefore, please separate proposal volumes into separate submissions, and indicate "email 1 of X" when submitting packages. It is up to the Offeror to verify receipt of all emails to ensure full proposal is received.

(c) General Contents. Each separate proposal Volume shall:

- (1) Be presented in a manner which allows it to "stand alone" without the need to reference other documents;
- (2) Be a coherent document free of internal inconsistencies as well as inconsistencies with other volumes of the proposal;
- (3) Conform to all solicitation provisions, clauses, or requirements;

Section L – Instructions, Conditions, and Notices to Offerors	RFQ/Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page L-7
----------------------------------------------------------------------	----------------------------------------------	-------------------------------------------------	----------

- (4) Address the submission requirements with specificity and detail where required;
- (5) Be an orderly, specific, and complete document in every detail;
- (6) Be logically presented, using clear and concise language so that it can be easily read and meaningfully evaluated by Reclamation personnel from a variety of different functional and technical disciplines;
- (7) Have all pages in each volume consecutively numbered (including pages with tables and exhibits) and cross-referenced to other volumes where appropriate for each; and
- (8) Indicate how the proposal conforms to the evaluation criteria identified in Section M.

(d) Format. To assist in the uniform evaluation of proposals, the following format shall be used in preparing each separate proposal Volume:

- (1) Provide a Table of Contents which lists all sections specific to the proposal Volume;
- (2) Cross-reference the work statement to the terms of the proposal and indicate how the proposal conforms to the evaluation factors contained in Section M;
- (3) Provide a list of any enclosures, including tables, drawings, charts, or other enclosures which summarize data or information;

(e) Volume I, Business Proposal. Volume I shall incorporate the other Volumes by reference but shall not physically include them. It shall consist of:

- (1) A fully executed Solicitation, Offer, and Award form required by Section A of this solicitation. It shall be used as the cover sheet (or first page) of Volume I.
- (2) Fully executed and completed Offeror representations, certifications, and acknowledgments required by 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);
- (5) Acknowledgement of all solicitation amendments (if applicable);
- (6) Identify Unique Entity Identifier (UEI) number assigned by SAM.gov;
- (7) Fully completed Section G.5, Contractor’s Administration Personnel;
- (8) Requests for any waivers of any solicitation provisions or contract clauses;
- (9) A summary of any exemptions from, or deviations to, any other solicitation requirements;
- (10) Evidence of ability to provide acceptable Performance and Payment Bonds. Acceptable evidence will be a signed letter from the Offeror’s Bonding or Surety Company (on the appropriate letterhead) that indicates bonding capacity on a per-contract/single-job basis, as well as the aggregate amount.

Section L – Instructions, Conditions and Notices Offerors	RFQ/Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page L-8
------------------------------------------------------------------	----------------------------------------------	-------------------------------------------------	----------

(11) Subcontracting Plan – In accordance with FAR 19.702(a), a subcontracting plan is required to be submitted if the contract is expected to exceed \$1.5 million. Small business concerns are not required to submit a subcontracting plan. The subcontracting plan is not an evaluation factor for contract award, but Volume II, Technical Volume shall be evaluated for small business participation (Factor 4). **It is imperative that large businesses include with their initial proposal an acceptable subcontracting plan** which clearly explains and contains all the information required by FAR 19.704 Subcontracting Plan Requirements. The individual subcontracting plan shall be submitted with the initial proposal for review and approval prior to contract award. Acceptability of the plan will be one of the elements considered by the Contracting Officer when determining contractor responsibility prior to award of a contract. A request by the Government for an updated subcontracting plan does not constitute discussions or require that revised proposals be solicited from all Offerors. If an apparently successful Offeror fails to furnish an acceptable subcontracting plan within the time limits prescribed by the Contracting Officer, the Offeror will be ineligible for award. All Offerors shall demonstrate a satisfactory commitment to utilize small business concerns to the maximum extent possible in subcontracting opportunities. Solicitation Section J, Attachment (11), contains a sample Small Business Subcontracting Plan format.

The Contracting Officer has determined the following minimum subcontracting goals (percentages of total planned subcontracting dollars when compared to the total IDIQ value) in support of the Lower Colorado Basin (LCB) region for this solicitation:

1. Small Business (SB) – 44.0%
2. Socio-Economically Disadvantaged Small Business (SDB) – 5.0%
3. Women-Owned Small Business (WOSB) – 5.0%
4. Service-Disabled Veteran-Owned Small Business (SDVOSB) – 3.0%
5. Historically Underutilized Business Zone (HUBZone) – 3.0%

(f) Volume II

(1) Technical Proposal. The technical proposal 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(s) contained in Section J, Attachment (1) and Section J, Attachment (3) of this solicitation. To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the technical proposal:

- (a) Technical Proposal Length. The Technical Proposal shall be limited to ninety (90) pages, single-sided, with no fold-outs. The pages shall be evaluated with respect to those pages numbered from (1) to the specified limit with excess pages treated as though not submitted and not evaluated.
- (b) 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;
- (c) Index. The Index section shall cross reference the statement of work, specifications, or performance work statement to the terms of the proposal and indicate how the proposal conforms

Section L – Instructions, Conditions, and Notices to Offerors	RFQ/Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page L-9
----------------------------------------------------------------------	----------------------------------------------	-------------------------------------------------	----------

to the evaluation factors contained in Section M.1, Evaluation Factors for Award – Quality Predominance - Bureau of Reclamation;

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

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

(f) Exceptions. Include specific statements of any interpretations, deviations, and exceptions to the work statement, specifications, or other solicitation requirements. Offerors are cautioned that deviations and exceptions to the solicitation requirements may be detrimental to the evaluation of a proposal. Offerors are cautioned that the Government intends to award without discussions.

(g) Subcontracting Items. Include an estimate of the extent of anticipated subcontracting together with a list of items of work to be subcontracted.

(h) Technical proposal must be logically assembled, practical, legible, clear, concise, coherent, and indexed (cross-indexed, where appropriate); and

- i. Contain appropriately numbered pages of each volume or part.
- ii. The proposal shall be valid for a minimum of **60 calendar days** from the proposal due date.
- iii. The proposal shall be on 8 ½” x 11” paper, single-spaced using not less than 12-point type font, and shall have margins at the top, bottom and sides of the pages not less than one inch in width.
- iv. The proposal shall reference the requirements contained in the Technical Evaluation Factors below.
- v. Elaborate formats, bindings, color marketing presentations or sales brochures are not desired or required.
- vi. Avoid Cost/Price Information. To permit objective evaluation of the technical proposal, no cost or price information shall be included in the technical proposal.

TECHNICAL EVALUATION FACTORS:

Offerors shall address each of the evaluation factors listed in the table below. See also M.1, Evaluation Factors for Award – Quality Predominance – Bureau of Reclamation.

Factor 1	Experience
Factor 2	Technical Capability/Facilities
Factor 3	Past Performance
Factor 4	Small Business Participation

FACTOR 1: EXPERIENCE

The Offeror shall demonstrate the level of experience required for a project of the size, scope, and complexity as identified in the Statement of Work and Specifications. Offerors shall provide at least one (1), but no more than three (3) projects similar in size, scope, and complexity to the work required under this solicitation which the Offeror has completed or is completing within the last five (5) years. Offerors are not to take credit for experience held by current or prospective employees. The projects can be for the

Section L – Instructions, Conditions and Notices Offerors	RFQ/Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page L-10
------------------------------------------------------------------	----------------------------------------------	-------------------------------------------------	-----------

prime contractor and/or subcontractor. For each project, include:

1. Project Title;
2. Customer Name, and Address;
3. Start Date, and Completion Date;
4. Contract Number, Date, Type;
5. Initial contract amount, final contract amount, and an explanation for the differences;
6. Name and address of the acquiring Government agency or commercial customer, and the name(s), telephone number(s) and e-mail address(es) of reference(s) from the acquiring agency or customer who may be contacted for further information;
7. Project scheduled start date, completion date, actual completion date, and an explanation for the differences (including discussion of any problems encountered in performance of the work and corrective action(s) taken);
8. Detailed description of the work to include identification of the scaffolding system, the surface preparation method, the application method, the equipment used, hazardous paint removal and disposal and type of surfaces coated;
9. For each project listed, identify whether the same key personnel (foreman, electricians, and mechanics) were used through the entire project. If the same personnel were not used continuously, describe the situation which caused the turnover of personnel, which positions experienced turnover, and how frequently;
10. Where Offeror claims experience for work performed in comparable facility(ies), provide a detailed discussion as to how the work performed is comparable to the work required under this solicitation, including dimensions such as length and diameter of piping/penstocks;
11. For each project listed, indicate whether the Offeror was functioning in the capacity of the prime contractor or subcontractor and indicate the portion of work the Offeror completed.

If an Offeror intends on utilizing subcontractors to perform any of the work, all of the above information must be provided for each subcontractor. The Offeror or Offeror's subcontractor(s) will not attribute to its company experience the individual experience of its current or prospective employees.

FACTOR 2: TECHNICAL CAPABILITY/FACILITIES

The Offeror shall submit a technical approach which demonstrates a clear and knowledgeable understanding of the technical requirements identified in the Section J, Attachment (1) Base Contract: IDIQ Specifications, and Section J, Attachment (3) Task Order 1 "Tailbay Stoplogs Recoating," including, at a minimum:

1. Description of how each task will be completed:
 - a. Sequence and schedule of work to be completed;
 - (i) Schedule to identify required personnel and hours at each task in the schedule;
 - b. Anticipated methods for executing the work.
2. Description of required resources:
 - a. List of materials and equipment required to successfully perform work;
 - b. Required safety equipment (including Personal Protective Equipment (PPE)), as required by the provided sequence;
 - c. Required Government assistance, if needed.

Section L – Instructions, Conditions, and Notices to Offerors	RFQ/Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page L-11
----------------------------------------------------------------------	----------------------------------------------	-------------------------------------------------	-----------

3. Identification of key personnel, by name and title, to be utilized:
 - a. Identification of key personnel as required by the schedule or work in the provided sequence;
 - b. Certifications, educational background, experience, and training that the key personnel hold.
4. Safety and Hazards identification:
 - a. Identification of potential safety and health hazards as existing within the workspace and generated as work is completed;
 - b. Proposed mitigation measures for the hazards and projected schedule for these measures;
 - c. Identification of these mitigation measures as they impact the proposed tasks.
5. The Offeror provides a valid certificate from the Society for Protective Coatings (SSPC) which demonstrates that the Offeror or the Offeror's proposed subcontractors are certified to SSPC-QP 2.

FACTOR 3: PAST PERFORMANCE

Evaluation Factor: Offerors shall provide three (3) relevant projects (Federal, State, local government or commercial) within the last five (5) years in the scaffolding, surface preparation, hazardous paint removal, hazardous waste disposal and coating of steel and cast steel surfaces of penstocks, turbine generators, dam equipment, and potable water tanks at hydroelectric power plants, power generating plants, or other industrial plants of comparable size and complexity as Hoover Dam.

For each project, include:

- (a) Name of the project;
- (b) Description of the work;
- (c) Contract number, date, and type;
- (d) Point of contact information must include the name, address and phone number(s) of the acquiring Government agency or commercial customer;
- (e) Initial and final contract amounts; and
- (f) Any problems encountered in performance of the work and documented corrective action(s) taken; and
- (g) State if the project involved removal of similar equipment as applicable to this solicitation; and
- (h) Name(s) and telephone number(s) of references from the acquiring agency or customer who may be contacted for further information.

The Offeror shall complete Attachment 13 – Past Performance Questionnaire (PPQ) for each relevant project referenced. The PPQ can be for the prime contractor and/or subcontractor. **If the PPQ is**

Section L – Instructions, Conditions and Notices Offerors	RFQ/Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page L-12
------------------------------------------------------------------	----------------------------------------------	-------------------------------------------------	-----------

submitted for a subcontractor, the PPQ must be annotated to reflect the name of the prime contractor/Offeror who the subcontractor will be affiliated with.

The Offeror shall submit the PPQ/questionnaire to their references and have their references return a completed questionnaire to **Contract Specialist Kerri Dolezal, via e-mail kdolezal@usbr.gov**, no later than the date and time specified, in this solicitation, for receipt of proposals. The Offeror shall ensure that at least three past performance questionnaires are submitted prior to the proposal due date.

Relevant reports contained in the CPARS database located at <http://www.cpars.gov> may also be used to evaluate the Offeror's past performance.

FACTOR 4: SMALL BUSINESS PARTICIPATION

All Offerors shall be researched by the UEI (submitted as part of Volume 1, Business Proposal) within SAM.gov for current registration and self-certification as a small business for **NAICS 238320 Painting and Wall Covering Contractors**.

Small Business Offerors

Offerors who are self-certified in SAM.gov as a small business under the applicable NAICS are not required to submit any documentation supporting this factor.

Other than Small Business Offerors

Offerors who are not self-certified in SAM.gov under the applicable NAICS shall provide documentation which demonstrates the following:

- a) Identification and participation of small and socio-economic business subcontractors in terms of the value of the total acquisition (total IDIQ value).
- b) A completed copy of the table below, demonstrating how the Offeror met or exceed the LCB region's subcontracting goals for small and socio-economically disadvantaged businesses. The last column shall display the proposed percentages. Offerors that propose small or socio-economic subcontractors that met or exceed LCB's prior year subcontracting performance will be evaluated favorably.

Small or Socio-Economic Business Type	LCB Goal	Offeror's Most Recent Prior Year Subcontract Performance
Small Business	44.0%	To be provided in proposal
Socio-Economically Disadvantaged Small business (SDB)	5.0%	To be provided in proposal
Women Owned Small Business (WOSB)	5.0%	To be provided in proposal
Service Disabled Veteran Owned Small Business (SDVOSB)	3.0%	To be provided in proposal
Historically Underutilized Business District Small Business (HUBZone)	3.0%	To be provided in proposal
Indian Small Business Economic Enterprises (ISBEE)	N/A	To be provided in proposal

- c) Documentation to support commitment to small business firms, such as, letters of commitment,

Section L – Instructions, Conditions, and Notices to Offerors	RFQ/Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page L-13
----------------------------------------------------------------------	----------------------------------------------	-------------------------------------------------	-----------

Joint Ventures, mentor/protégé agreements, or other demonstrations of commitment (i.e., binding commitments will become enforceable/contractual requirements).

- d) Identification of the type and variety of the work small firms are to perform (i.e., binding commitments will become enforceable/contractual requirements).
- e) Detailed explanations/documentation supporting the proposed quantitative participation.

(g) Volume III, Price Proposal (FACTOR 5). 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).

To assist in the uniform evaluation of proposals, Offerors shall format their pricing proposal submission in accordance with the below:

- (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 Section M of this solicitation;
- (3) Enclosures. A list shall be included of all enclosures, attachments, tables, drawings, charts, and any other material which summarize data or information contained or referenced in the pricing proposal;
- (4) The price proposal should be consistent with the technical approach(es) proposed in the technical proposal, Volume II;
- (5) Pricing proposal breakdown. The Offeror shall submit the Price Schedule for Task Order 1 (see notes at solicitation Section B; Task Order 1 Price Schedule attached per solicitation Section J. Attachment (5)), with its proposed total prices/costs for each contract line item number (CLIN), including proposed unit price(s), if required. In addition, a total proposed price consisting of the sum of all contract line items shall be submitted. A cost breakdown shall also be provided for each Schedule line item, as follows:
 - i. Labor: Provide a breakdown by labor category showing proposed hours and wage rates used to compute the cost. The inclusion of a factor for non-specific contingencies is not acceptable.
 - ii. Labor Burden: Show the computation of the labor burden amount by multiplying the direct labor costs by the burden rate. Please provide documentation to support your proposed workman's compensation rate, general liability rate and any other factors that are included in the labor burden rate.
 - iii. Equipment and Materials: Provide a complete listing by individual item showing use times and/or proposed use rates, an explanation as to how the rates were developed and supporting documentation for all costs associated with rented equipment/materials.
 - iv. Other Direct Costs: Provide a brief explanation for substantial miscellaneous items (e.g. travel, subcontractor costs), as well as supporting documentation for such costs proposed.
 - v. Indirect Costs: Show the computation of any indirect costs such as Project Overhead or General and Administrative (G&A) costs. Please ensure the items which have been proposed as direct costs in this proposal, e.g. bonding costs, have been removed from indirect cost pool(s).

Section L – Instructions, Conditions and Notices Offerors	RFQ/Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page L-14
------------------------------------------------------------------	----------------------------------------------	-------------------------------------------------	-----------

- vi. Profit: Provide the rate used.
 - vii. Duplicate Information: When the same information is applicable to more than one contract line item, include the information only one time and make a reference to the information when it applies to other Schedule line items.
- (6) No cost information shall be included in any of the other volumes of the proposal;
- (7) 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.
- (8) All price or cost amounts shall be expressed to the nearest whole dollar except for individual hourly labor rates (if required). All percentages shall be expressed to two decimal places.
- (9) Alternate proposals are not permitted. Alternate proposals will not be accepted or evaluated.

(h) Electronic Submission of Proposal. Electronic proposals are authorized and shall be submitted via e-mail to the Contract Specialist, Kerri Dolezal at kdolezal@usbr.gov.

(End of provision)

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

The Contracting Officer estimates that the Section B Mobilization and Preparatory Work schedule line item should not exceed **(TO BE SPECIFIED IN EACH INDIVIDUAL TASK ORDER)** of the total bid price. Your attention is directed to contract clause WBR 1452.232-81 Payment for Mobilization and Preparatory Work, which reflects how the Government will pay for this line item, including how payment will be made when the price bid for this schedule line item is higher than the percentage stated herein.

(End of Provision)

Section M - Evaluation Factors for Award	RFQ/Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page M-1
-------------------------------------------------	----------------------------------------------	-------------------------------------------------	----------

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 WBR EVALUATION FACTORS FOR AWARD – QUALITY MAR 2021
1452.215- PREDOMINANCE – BUREAU OF RECLAMATION
82

(a) Award will be made to the responsible offeror submitting a proposal which conforms to the solicitation and is most advantageous to the Government considering the factors and any significant subfactors listed in this provision. Award of Task Order 1 will be made to the lowest priced technically acceptable offer from the pool of Offeror(s) who are awarded a base IDIQ.

(b) In the evaluation of proposals, all evaluation factors (listed in this provision) other than cost or price, when combined, are considered to be significantly more important than cost or 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 cost or price may increase with the degree of non-cost or 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 cost or price, the proposal may be rejected from further consideration. The Contracting Officer reserves the right to make award to other than the technically acceptable offeror with the lowest cost or price proposal if it is determined that the technical benefits of another offeror's proposal justify its higher cost or price. The Contracting Officer also reserves the right to make award to a lower-priced, lower-scored offeror if it is determined that the cost or price premium involved in awarding to a higher-rated, higher-priced offeror is not justified.

In accordance with evaluation guidance provided in Section L.8, WBR 1452.215-80, since technical proposals are being solicited to obtain information to be used in the evaluation, the Government reserves the right to use information outside of the proposal to evaluate the capability of the Offerors and the value of offers.

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

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

Factor 1	Experience
Factor 2	Technical Capability/Facilities
Factor 3	Past Performance
Factor 4	Small Business Participation
Factor 5	Price

(e) The relative importance of the factors listed in paragraph (d) of this provision is as follows: The following technical factors are listed in descending order of importance- 1) Experience, 2) Technical Capability/Facilities, 3) Past Performance, and 4) Small Business Participation. Factors 1, 2, 3, and 4 are called "the technical factors." Factors 1 through 4, when combined, are significantly more important than Factor 5, Price.

FACTOR 1: EXPERIENCE

Section M - Evaluation Factors for Award	RFQ/Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page M-2
-------------------------------------------------	----------------------------------------------	-------------------------------------------------	----------

Evaluation Standards: The Government will evaluate the Offeror's Factor 1 proposal submission against L.10 WBR 1452.215-81 Proposal Instructions – Bureau of Reclamation to determine if it meets proposal submission requirements and to evaluate whether the Offeror has sufficient recent and relevant experience to complete the work of this solicitation.

FACTOR 2: TECHNICAL CAPABILITY/FACILITIES

Evaluation Standards: The Government will evaluate the Offeror's Factor 2 proposal submission against L.10 WBR 1452.215-81 Proposal Instructions – Bureau of Reclamation to determine if it meets proposal submission requirements and to evaluate whether the Offeror has demonstrated a thorough approach and fully comprehensive understanding of the requirement.

FACTOR 3: PAST PERFORMANCE

Evaluation Standards: The Government will evaluate the Offeror's past performance. Past performance information will be evaluated to determine an offeror's likelihood of successful contract performance on this contract. The Government will evaluate information provided and the received Past Performance Questionnaire (PPQ) from references. In addition, the Government will evaluate:

- 1) Information provided by CPARS.
- 2) The past performance for work on projects of similar scope, complexity, and magnitude to the work required under this solicitation.
- 3) The Government will view an Offeror without a record of relevant past performance for whom past performance is not available with a neutral rating.

In accordance with FAR 15.305(a)(2)(iii), past performance information that is obtained from any other sources may be evaluated.

FACTOR 4: SMALL BUSINESS PARTICIPATION

Evaluation Standards: The Government will research the Offeror's provided UEI (as part of the Volume 1, Business Proposal submission) to determine which Offeror's are self-certified as a small business under **NAICS 238320 Painting and Wall Covering Contractors**. Offerors who are self-certified as a small business under the applicable NAICS will receive maximum credit for Factor 4.

Conversely, Offerors who are self-certified in SAM.gov as other than small businesses under the applicable NAICS shall be evaluated by the Government. The Government will evaluate the Offeror's Factor 4 proposal submission against L.10 WBR 1452.215-81 Proposal Instructions – Bureau of Reclamation to determine if it meets proposal submission requirements. The Government will evaluate responses against regulations FAR 52.219-8, Utilization of Small Business Concerns and FAR 19.704, Subcontracting Plan Requirements.

FACTOR 5: PRICE

Section M - Evaluation Factors for Award	RFQ/Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page M-3
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Evaluation Standards: The Government will evaluate the Offeror's Factor 5 proposal submission against L.10 WBR 1452.215-81 Proposal Instructions – Bureau of Reclamation to determine if it meets proposal submission requirements. In accordance with FAR 15.304(c)(1), price shall be evaluated as part of the source selection. A price evaluation will be performed on the prices proposed in the Section J, Attachment (5) Task Order 1 Price Schedule. All proposed prices will be reviewed for price reasonableness and any instances of unbalanced pricing. For the purposes of performing trade-offs between price (Factor 5) and the other non-price factors (Factors 1 through 4), the price component used will be the total price for the Section J, Attachment (5) Task Order 1 Price Schedule.

Best Value/Contractor Selection and Award Approval. The best value/contractor selection criteria in the solicitation are as follows:

Award will be made to that Offeror whose proposal is the most advantageous to the Government and demonstrates that (1) it meets the technical requirements of the solicitation and (2) the proposal's technical/cost relationship represents the best value to the Government. Evaluation factors other than cost or price, when combined, are significantly more important than cost or price in the award decision. The critical factor in making any cost/technical tradeoff is not the spread between the technical scores but, rather, the significance of that difference. The significance of the spread of scores will be determined on the basis of what the difference might mean in terms of performance and what it would cost the Government to take advantage of it. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for the successful performance of the work. The Government reserves the right to make cost/technical tradeoffs that are in the best interest and advantageous to the Government. The Government may reject any or all offers if such action is determined to be in the best interest of the Government.

COMPETITIVE RANGE DETERMINATION. The competitive range determination information in the solicitation is as follows:

The Government intends to evaluate proposals and reserves the right to award multiple contracts without discussions with Offerors. Offers should be submitted initially on the Offerors' most favorable terms, from a price and technical standpoint. The source selection procedure will begin with an initial review of the proposals and continue through a technical evaluation conducted by the TPEC. The TPEC will rate the proposals based on the evaluation criteria identified above. The results of the TPEC ratings will be presented to the Contracting Officer. If necessary, the Contracting Officer will make the price proposals available to the TPEC. The Contracting Officer will determine rankings of each offer and establish the competitive range.

If it is determined that discussions are necessary, the TPEC and the Contracting Officer will initiate discussions (written and/or oral) with each Offeror in the competitive range. At the conclusion of discussions, the source selection evaluation team shall evaluate all final proposal revisions in accordance with the solicitation instructions.

The Contracting Officer shall prepare a Recommendation for Award based upon its evaluation of which proposal is considered to be most advantageous to the Government, cost and other factors considered. This recommendation and the supporting rationale shall be forwarded, via the Recommending Official, to the Source Selection Authority (SSA). The Contracting Officer's action on the Recommendation for Award will be clear and unequivocal and will be made part of the official contract record. Award will be made to that Offeror whose proposal is determined to be most advantageous to the Government, cost and other factors considered.

Section M - Evaluation Factors for Award	RFQ/Solicitation No. 140R3022R0010	Project Title Protective Coating IDIQ	Page M-4
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Award of the IDIQ contract will be made to the Offeror(s) whose proposal is determined to be most advantageous to the Government, cost and other factors considered. Award of Task Order 1 will be made to the lowest priced technically acceptable offer from the pool of Offeror(s) who are awarded a base IDIQ.

(End of provision)