

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

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

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

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

(e) As used in this clause:

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

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

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

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

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

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

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

(1) Designate a liaison officer who will:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PRE-BID SITE VISIT ATTENDANCE RECORD

SOLICITATION NO.: R16PS01019
 NAVAJO GALLUP WATER SUPPLY PROJECT – Reach 22b

SAN JUAN COUNTY, NEW MEXICO

10:00 a.m. – July 7, 2016

NAME	COMPANY/ORGANIZATION	ADDRESS/TELEPHONE
Timothy J. Gonzalez	BOR	505-324-5012 1235 La Plata Hwy Farmington NM
Walter Shaw	BOR wshaw@usbr.gov	1235 LaPlata Hwy, Farmington 505 324-5032 wshaw@usbr.gov
Mick Rush SHAUN DURAND	CEI	5980 W. Cougar Ave Las Vegas, NV. 702-362-5470
Adam Beck Mike White	406-756-8560 Nelcon, Inc Mike@nelcon.us	PO Box 5370 Kalispell, MT 59903
Trace Musgrave	Meridian Contracting Inc.	3223 LOS ARBOLES NE Albuquerque, NM 87107 505-872-2841
JEFF JONES	MERIDIAN CON.	
Joshua Crocker-Flint	AUI, Inc.	7420 Reading Ave. ABQ, NM 87119 505-242-4848
Terry Gorsuch	Canyon Excavation Bore Subcontractor	54 Pyramid St. Durango, CO 81303 970-385-7677
RON McPHERSON	GARNEY CONST.	303/241/3271
Rob Sublette	GARNEY CONST.	
Rob Leonard	Bethel Contracting	2605 Denali St. Anch AK 99503
KEITH LEMASTER	GARNEY	7911 SWAFFE PREW, LITTLETON, CO 80127

PRE-BID SITE VISIT ATTENDANCE RECORD

SOLICITATION NO.: R16PS01019
 NAVAJO GALLUP WATER SUPPLY PROJECT -- Reach 22b

SAN JUAN COUNTY, NEW MEXICO

10:00 a.m. -- July 7, 2016

NAME	COMPANY/ORGANIZATION	ADDRESS/TELEPHONE
Chris Wagner	Meridian Contracting	505 872 2841 3223 Los Arboles. ABQ NM 87107.
Nathan Compton	GEOMAT INC	915 Malta Ave Farmington NM 87401 505 337-7928
KEN CWOITE	CWOITE Construction Company	53 N. 1650 W. Springfield UT. 801-489-3070
Jonathan James	NECA	P. O. Box 969 Shiprock, NM 87401 505-368-5757
Bernard Benally	D & R Tank, Co.	P.O. Box 267 Troy, N.M. 87042 505-934-5455
STANLEY CHARLEY	N.E.C.A	PO Box 969 Shiprock, NM 87420 (505)368-3022
THOMAS ALLEN	MOLTZ CONSTRUCTORS INC	Castroville, Co 80104 tallen@moltzconstructors.com
SHAUN SMITH	CROSSFIRE AGGREGATES	civilestimating@crossfire-llc.com
Kylie Fine	BOR	
JAMES VAN BUSKIRK	BOR	jvanbuskirk@usbr.gov
Monica Burgio	BOR	mburgio@usbr.gov
BARRY LONGWELL	BOR	Blongwell@usbr.gov

PRE-BID SITE VISIT ATTENDANCE RECORD

SOLICITATION NO.: R16PS01019
 NAVAJO GALLUP WATER SUPPLY PROJECT – Reach 22b

SAN JUAN COUNTY, NEW MEXICO

10:00 a.m. – July 7, 2016

NAME	COMPANY/ORGANIZATION	ADDRESS/TELEPHONE
Ernie Rheume	BOR- WCAO	185 suttle st. ste 2 Durango, CO 81301 970-385-6521
DEE BRYANT	THOMPSON PIPE GROUP FRONTIER - FRP	18585 SAMUELS RD ZACHARY, LA 70791 (832) 738-8748
Jerald Uttsch	Bok FCO	505 860 1328
Ward Priestley	Hank Williams, Inc.	35550 CR 4000 Norwood, CO 81423 970-327-4218
HUBERT QUINTANA	BOR FCCO	1235 La Plata Hwy Farmington, NM 87401 (505) 324-5055
RYAN GLADDEN	BOR FCCO	1235 La Plata 505-599-4564