

# Upper Colorado River Commission



## Request for Indefinite Delivery Indefinite Quantity Proposals for Manufacturing of Water Measurement Devices

RFP #2026-01-DT-UCRC

## I. ADVERTISEMENT

### REQUEST FOR PROPOSALS – RFP# 2026-01-DT-UCRC WATER MEASUREMENT DEVICE MANUFACTURING SUPPORT FOR BIL/IIJA DIVERSION MEASUREMENT PROGRAM IN WYOMING

The Upper Colorado River Commission (UCRC) hereby issues this Request for **Indefinite Delivery Indefinite Quantity (IDIQ) Proposals** (RFP) Number # 2026-01-DT-UCRC **for the manufacturing of water measurement devices to support the BIL/IIJA Diversion Measurement Program in Wyoming.** This work will involve the manufacturing of weirs, flumes, and other water measuring devices to support the BIL/IIJA Diversion Measurement Program in Wyoming currently being implemented by the UCRC and Wyoming State Engineer's Office (SEO). **THIS WILL BE AN INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT. This IDIQ Contract will not obligate or award contract values, funds, or work. All value, funds and work will be awarded through Work Orders issued under the IDIQ Contract. The selected Offerors(s) will be required to comply with all BIL/IIJA and other applicable federal terms and conditions, including the Buy America, Build America Act (BABAA), unless or until such time a waiver is obtained by UCRC.**

**All proposals must be received by 12 P.M. Mountain Time, March 20th, 2026, via email to Rachel Musil, UCRC Deputy Director, at [rmusil@ucrcommission.com](mailto:rmusil@ucrcommission.com).** The RFP number and title should be used in the subject line. By submitting a Proposal for the requested services, each Offeror represents that their Proposal is in compliance with the regulations and requirements referenced within this RFP.

**EQUAL OPPORTUNITY EMPLOYMENT:** All qualified offerors (Offerors) will receive consideration for contract(s) without regard to race, color, religion, sex or national origin. Contractors/Consultants for this work shall be required to comply with the President's Executive Order No. 11246, as amended.

A copy of the RFP can be accessed by contacting Deputy Director Musil at [rmusil@ucrcommission.com](mailto:rmusil@ucrcommission.com). It may also be downloaded from the UCRC website at: [www.ucrcommission.com](http://www.ucrcommission.com).

This RFP consists of:

- Section I: ADVERTISEMENT
- Section II: CONTRACT OBJECTIVES
- Section III: INFORMATION TO OFFERORS
- Appendix A: TECHNICAL INFORMATION AND SCOPE OF WORK
- Appendix B: ADDITIONAL INFORMATION

**ANY PROPOSAL RECEIVED BY THE UCRC AFTER THE TIME AND DATE SPECIFIED IN THIS RFP OR THAT IS INCOMPLETE OR NONCOMPLIANT SHALL NOT BE CONSIDERED. THIS RFP MAY BE CANCELLED AND ANY AND ALL PROPOSALS MAY BE REJECTED IN WHOLE OR IN PART AT THE DISCRETION OF THE UCRC AND WYOMING STATE ENGINEER'S OFFICE.**

## II. CONTRACT OBJECTIVES

The Upper Colorado River Commission (UCRC) is an interstate water administrative agency established by action of five state legislatures and Congress with the enactment of the 1948 Upper Colorado River Basin Compact. The UCRC's role is to ensure the appropriate allocation of water from the Colorado River to the Upper Division States (UDS) of Wyoming, Colorado, Utah, and New Mexico and to ensure compliance with the 1922 Colorado River Compact. The UCRC seeks to promote interstate comity, remove causes of present and future controversies, and to assure the storage of water and agricultural and industrial development of the Upper Basin.

On November 15, 2021, President Biden signed the Infrastructure Investment and Jobs Act (IIJA), sometimes referred to as the Bipartisan Infrastructure Law or BIL. The IIJA allocates \$8.3 billion through Fiscal Year 2026 for the United States Bureau of Reclamation (Reclamation) to fund western water infrastructure Projects. Specifically, \$50 million is authorized to implement the Upper Colorado River Basin Drought Contingency Plan (DCP).

In support of the activities contemplated under the DCP, the UCRC and the UDS identified priority infrastructure and Projects needs and have directed funds to increase measurement and monitoring capabilities throughout the Upper Colorado River Basin. Specifically, at the UCRC's 309th Special Meeting on October 28th, 2024, the UDS Commissioners directed \$16 million of IIJA funding towards enhancing diversion measurement and telemetry throughout the Upper Colorado River Basin. This initiative supports an improved understanding of water supply, uses, shortages, efficiencies, and conveyance in the Upper Colorado River Basin mainstem and tributaries (DCP Implementation Needs #2, #7).

The UCRC, as Contract Manager, and the Wyoming State Engineer's Office, as Projects Manager, jointly referred to as the UCRC Program Team, wish to contract services to procure water measurement devices, including manufacturing services for weirs, flumes, and other measuring devices to support water rights administration in Wyoming's Green River and Little Snake River basins, and implement the BIL/IIJA Diversion Measurement Program in Wyoming (the "Program").

The Offeror will work under the direction of the UCRC Program Team.

The UCRC Program Team has identified three Contract Objectives for the Project:

1. Identify Offerors to manufacture water measurement devices at fair market value in compliance with federal procurement regulations.
2. Contract for the manufacture of up to 2,100 potential water measurement devices that meet the UCRC Program Team's quality control/quality assurance standards, including conformance with all applicable federal requirements, including the Buy America, Build America Act (BABAA).
3. Receive and fulfill orders from the UCRC Program Team and its designees for the manufacture of water measurement devices and arrange delivery of the devices to agreed upon specified locations across Wyoming's portion of the Colorado River Basin, where the UCRC Program Team will arrange for distribution to local water users.

More details on the technical information and potential tasks associated with achieving the Contract objectives are outlined in Appendix A.

The winning Offeror(s) will be selected based upon an evaluation of the qualifications and experience of the Offeror in procuring materials for and manufacturing water measurement devices and/or completing similar projects, the ability of the Offeror to maintain a continuity of work and manufacture devices for the duration of the Contract, and the cost of the proposal. Because the Contract contemplated by this RFP is an IDIQ Contract, the Contract will not specify a set number of measurement devices to be constructed. However, the total number of devices may range from the hundreds to the thousands. **Given the potentially large**

quantity of measurement devices that the UCRC Program Team will need to procure, the UCRC may award and enter into IDIQ contracts with multiple Offerors. The work will commence from the UCRC's award of the contract to the selected Offeror(s) and potentially continue through September 30, 2029.

### III. INFORMATION TO OFFERORS

#### A. SEQUENCE OF EVENTS

The UCRC will make reasonable efforts to adhere to the schedule outlined below; however, the UCRC reserves the right to modify the schedule.

**Table 1.** Sequence of events, responsibilities, and dates associated with this RFP.

Action	Responsibility	Date
Issue RFP	UCRC	February 11 <sup>th</sup> 2026
Deadline to Submit Written Questions	Potential Offerors	February 25 <sup>th</sup> 2026
Response (Addenda) to Written Questions	UCRC	February 27 <sup>th</sup> 2026
Deadline for Submission of Proposals to UCRC	Offerors	12 pm MST March 20 <sup>th</sup> 2026
Proposal Evaluation	UCRC Program Team	March 27 <sup>th</sup> 2026
Contract Finalization and Award	UCRC Program Team	April 2026

#### B. ADDENDA AND INTERPRETATIONS

All questions regarding the interpretation of the RFP and its appendices shall be in writing, addressed to Rachel Musil, and submitted via email to [rmusil@ucrcommission.com](mailto:rmusil@ucrcommission.com) by the deadline listed in Table 1. The UCRC Program Team will review the questions received and assess the need for any RFP addenda. Under no circumstances shall a potential Offeror make verbal or written inquiries regarding the interpretation of the RFP to the UCRC Program Team except as described in this RFP. Violation of this prohibition may result in the rejection of any Proposal submitted by the offending Offeror.

#### C. PREPARATION OF PROPOSAL

Proposals shall be clear, accurate, and comprehensive in addressing the information below. Generic marketing material is discouraged. Excessive or irrelevant material will not be favorably received. The Proposal shall include the following information:

1. Letter of transmittal, which includes the following information:
  - Date of submission;
  - RFP Number and Title; Name, address, and telephone number of the Offeror;
  - Name of the primary Point of Contact to be used during the RFP process;
  - Statement that the Offeror has the ability to provide the services requested and, if awarded a contract, will comply with the contract terms and conditions set forth in this RFP, including all attachments and exhibits thereto.
  - An authorized signature with the name and title of the person signing for the Offeror.
2. Description of Company

The Offeror will provide a brief description of the Company and identify the contractor's point of contact for the UCRC Program Team.

3. Conflict of Interest

Offerors must disclose any potential conflicts of interest by completing the form attached as Exhibit A of Appendix B).

4. Work Approach and Schedule

The Offeror will provide a description of the Offeror's proposed approach to meet Contract Objectives in the Proposal. The proposed approach should align with the Scope of Work (Appendix A). The Offeror will describe the capacity to manufacture measurement devices of various types and sizes, along with a timeline of its capability to deliver the measurement devices consistent with the proposed approach, including details regarding how long it takes to manufacture one or several devices, how many measurement devices can potentially be manufactured on a monthly basis, and details describing how the Offeror anticipates transporting and delivering the devices to predetermined locations by predetermined dates for the duration of the Contract.

5. Cost Proposal

The Offeror will provide a proposed budget for the procurement of materials, manufacture, and delivery of water measurement devices. The budget must clearly itemize costs by providing unit pricing with appropriate assumptions (i.e. size, flow range, etc.) and any other relevant pricing information. Since there is no current quantified amount of product that needs to be delivered, the Offeror should provide information on a per unit basis with appropriate assumptions.

6. Experience and Qualifications

The Offeror will provide a summary of the Offeror's experience in the Proposal. This summary should describe the Offeror's relevant background, experience, and capabilities related to the work, and any other relevant qualifications, preferably with examples of experience with similar projects.

**The Offeror shall comply with all instructions and provide all the information requested in this RFP. Failure to do so may disqualify the Proposal.**

D. NOTICE OF REQUIREMENTS BINDING ON OFFEROR

By submitting a Proposal, the Offeror(s) represents that the Offeror has familiarized themselves with the nature and extent of the RFP, including any and all requirements which are a part of this RFP

E. CORRECTION OR WITHDRAWAL OF PROPOSALS

A Proposal containing a mistake discovered before the deadline to submit proposals may be modified or withdrawn by an Offeror by delivering email notification to the Contract Manager as addressed above. Modified or withdrawn proposals may be resubmitted up to the deadline for the submission of proposals. The UCRC Program Team has no responsibility nor obligation to inform an Offeror of any mistakes or omissions it discovers in an Offeror's Proposal. Incomplete or nonconforming Proposals may be rejected at the sole discretion of the UCRC Program Team without further evaluation by the UCRC Program Team

F. PROPOSAL EVALUATION

Proposals will be evaluated by the UCRC Program Team on the basis of demonstrated qualifications and experience for the type of services required. The Program assumes more than one contractor may be necessary and may conduct interviews with one or more Offerors regarding their experience, qualifications, proposed approach to the work, and their ability to furnish the required services.

Proposals will be evaluated based on the following factors:

**1. Ability of the Offeror to Carry Out and Manage the Project (35%)**

Demonstration of a clear and comprehensive work plan that responds to the UCRC Program Team's needs; the Offeror's ability to manufacture water measurement devices that meet the specifications of the UCRC Program Team; the Offeror's ability to meet required timetables and delivery schedules; the Offeror's ability to perform necessary quality control to meet Contract Objectives.

**2. Cost (35%)**

Assessment of the proposed costs based on current market prices for materials, labor, and delivery.

**3. Qualifications and Experience (30%)**

Assessment of the Offeror's applicable experience and professional qualifications and experience gained in similar or comparable work.

**G. COSTS FOR PROPOSAL PREPARATION**

Any costs incurred by an Offeror in preparation, transmittal, or presentation of any proposal, or material submitted in response to this RFP, shall be borne solely by the Offeror.

**H. AWARD CONTRACT TERMS AND CONDITIONS**

The Contract for the work will follow a format specified by the UCRC Program Team. The finalized IDIQ Contract(s) shall be signed by the successful Offeror(s) and returned within an agreed upon timeframe after the date of the Notice of Award. No contract shall be effective until it has been fully executed by all parties.

## **APPENDIX A**

### **Scope of Work and Technical Information**

#### **MANUFACTURING OF WATER MEASUREMENT DEVICES FOR BIL/HJA DIVERSION MEASUREMENT PROGRAM IN WYOMING**

##### **1. INFORMATION**

The RFP objective is for the UCRC to procure water measurement devices, including manufacturing services for weirs, flumes, and other measuring devices to support water rights administration in Wyoming's Green River and Little Snake River basins.

The scope of work describes the responsibilities of each of the selected Offerors. A separate Technical Document provides critical and detailed specifications for the typical water measurement device envisioned under this RFP. The Technical Document and a summary table of the Technical Document (Table 1) have also been included. Project specifications will be determined by the UCRC Program Team and communicated to the selected Offeror via work orders. Work orders will be issued on an as-needed basis as projects are confirmed by the UCRC Program Team. Delivery locations will be identified in advance and will be publicly accessible spaces suitable for equipment distribution to the water users.

##### **2. PROJECT OBJECTIVES**

The UCRC Program Team has identified three Contract Objectives for this Project:

1. Identify Offerors to manufacture water measurement devices at fair market value in compliance with federal procurement regulations.
2. Contract for the manufacture of up to 2,100 potential water measurement devices that meet the UCRC Program Team's quality control/quality assurance standards, including conformance with all applicable federal requirements, including BABAA.
3. Receive and fulfill orders from the UCRC Program Team and its designees for the manufacture of water measurement devices and arrange delivery of the devices to agreed upon specified locations across Wyoming's portion of the Colorado River Basin, where the UCRC Program Team will arrange for distribution to local water users.

##### **3. PROJECT TASKS**

The UCRC Program Team has identified the following tasks to meet the Contract Objectives:

1. Populate a tracking spreadsheet in coordination with the UCRC Program Team documenting all technical specifications including materials, material order status, start and end manufacturing dates, lead manufacturer, quality control test results, and delivery confirmation.
2. Develop a Quality Control process for review and approval by the UCRC Program Team.
3. Implement the approved quality control process to certify all measurement devices prior to delivery.
4. Communicate with the UCRC Program Team on a regular schedule to confirm and track the status of all confirmed devices.
5. Acquire necessary materials to manufacture water measurement devices in compliance with

- applicable federal procurement requirements.
6. Manufacture confirmed water measurement devices to agreed upon specifications, timelines, and work order requirements.
  7. Complete agreed upon Quality Control process to certify measuring devices prior to delivery.
  8. Deliver completed measurement devices to agreed upon locations within the timelines established in the work orders.

#### 4. TECHNICAL INFORMATION

Table 1. Summary of Technical Document

<p style="text-align: center;"><u>Water Measurement Device Summary</u></p> <p>There are ranges and varying specifications for every project. The summary below describes only the most common specification assumptions for the Offeror to best describe the capacity of their company, but other specifications may occur. Each project specification will be supplied by the UCRC Program Team. Current assumptions are that of the potential 2,100 diversions needing measurement devices that approximately 60% have a ditch capacity of 0-25 cfs, 20%: 25-50 cfs, 10%: 50-100 cfs, and 10% above 100 cfs. This approximation is based on a test group.</p>		
Description	Specification Range	Materials
Parshall Flume	6-144 inch Throat Range	Aluminum ( $\frac{1}{8}$ or $\frac{1}{4}$ in.) Stainless Steel (T304L or T316L) Coated Steel (T304L or T316L) Gauge Thickness (16, 12 or $\frac{1}{4}$ in)
Weirs	1-25 foot length	
Long -Throated Flumes	Throat Length=Throat WidthX2	

The Technical Document is a reference for examples and may not include all measurement equipment needs. The UCRC Program Team will work with awarded Offerors to ensure all necessary resources describing specification expectations are available.



# Measurement Device Selection Guide

## General Measurement Device Requirements

### Site Selection

- Straight section of channel
- No nearby turnouts
- Smooth and uniform flow, no eddies, turbulence or waves
- Stable bottom elevation and soils

### Data Needed for Sizing

- Channel cross sectional geometry
  - Channel width, side slopes, depths, height of upstream banks
- Range of discharges to be measured
  - Maximum velocity if it can be measured
- Allowable head loss
- Normal depth of the flow
- Does submergence occur through downstream operations?

## Parshall Flume

### General Rules of Thumb

- Width of a Parshall flume is  $\frac{1}{3}$  to  $\frac{1}{2}$  the width of the upstream canal water surface at design discharge and normal depth
- On average 40 times the hydraulic radius of the approach channel needs to be straight unobstructed flow
- Approach velocity should exceed 1 ft/s
- Froude number of the approaching channel should be less than 0.5 for the full range of discharges
- To avoid upstream sedimentation, the structure should be designed to have minimal backwater effects

### Parshall Flume Specifics

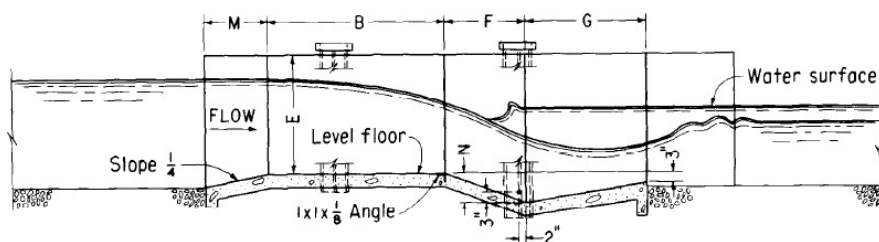
- Submergence limits (submergence head to measuring head percentage):
  - 60 percent for flumes 6 and 9 in wide
  - 70 percent for flumes 1 to 8 ft wide
  - 80 percent for flumes 8 to 50 ft wide

Flume Throat Width (Inches)	Minimum Flow Rate (cfs)	Maximum Flow Rate (cfs)	Formulas to Estimate Flow Rate
6	0.0542	3.909	$Q = 2.06H^{1.58}$
12	0.1202	16.13	$Q = 4H^{1.522}$
24	0.4227	33.11	$Q = 8H^{1.55}$
48	1.262	67.93	$Q = 16H^{1.578}$
72	2.360	103.5	$Q = 24H^{1.595}$
96	3.449	139.5	$Q = 32H^{1.607}$
144	7.932	518.7	$Q = 46.75H^{1.6}$

Where:

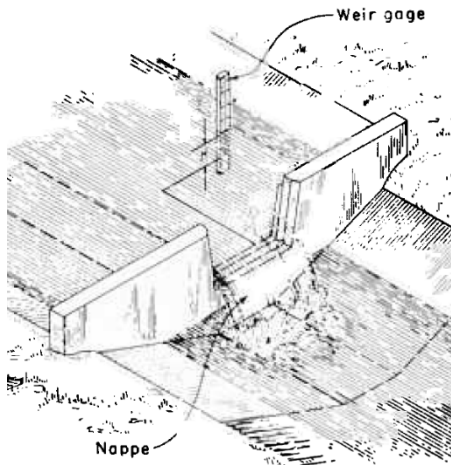
$Q$  = Discharge, in cfs

$H$  = Depth of water in flume inlet, in ft



## Weirs

Weir Length (ft)	Minimum Flow Rate (cfs)	Maximum Flow Rate (cfs)
2	0.602	3.69
5	1.51	36.3
7	2.11	83.8
9	2.71	157



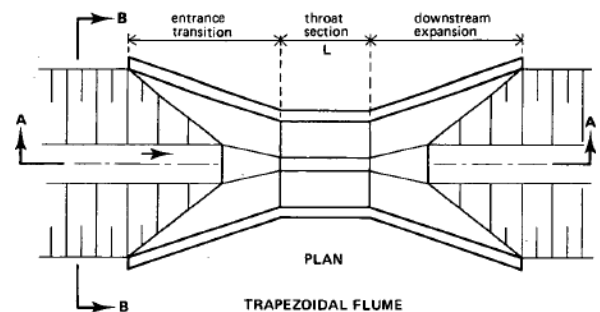
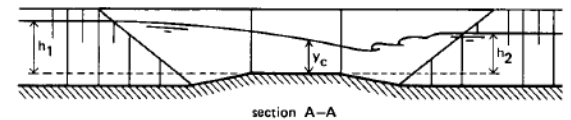
### General Rules of Thumb

- Adequate head is required (no less than 0.2 feet and no more than 1/3 the crest length), imposes a greater head loss on the system
- V-notch weir limited to 10 cfs or less, more accurate on flows up to 1 cfs
- Free flow is preferred but submerged flow is acceptable
- Used at existing structures such as diversions or splitting structures
- Weir pool velocity of 0.5 ft/s and should extend 15 to 20 times the head on the weir upstream
- Not good with lots of debris

## Long-Throated Flumes (USBR Preference)

### General Rules of Thumb

- More accurate than Parshall flumes (+/- 2% versus 3 to 5%)
- Flexible cross-sectional sizing to fit various channel shapes. Custom sizing and discharge
- Submergence limit up to 90%
- Require channel contraction to cause critical flow
- Throat length should be at least 2 times the throat width
- A uniform, straight approach channel of 10 times the channel width
- Froude number should not exceed 0.5 for a distance of at least 30 times the head upstream of the structure
- Protective rip-rap placed downstream of the structure at a distance of 4 times the maximum downstream depth



Channel Dimensions		Weir Dimensions		Minimum Flow Rate (cfs)	Maximum Flow Rate (cfs)
Bottom Width (ft)	Maximum Depth (ft)	Crest Width (ft)	Sill Height (ft)		
1	2.5	4	1.5	6.2	11
2	4	9	2.33	13	60
3	5	12	3	17	98

## Comparison

From USBR Water Measurement Manual Table 4-2

Device	Accuracy	Cost	Flows >150 ft <sup>3</sup> /s	Flows <10 ft <sup>3</sup> /s	Flow span	Head loss	Site conditions			
							Lined canal	Unlined canal	Short full pipe	Closed conduit
Sharp-crested weirs	0	0	-	+	0	-	-	0	na	na
Broad-crested weirs	0	+	+	+	+	0	+	0	na	na
Long-throated flumes	0	0	+	+	+	0	+	0	na	na
Short-throated flumes	0	-	-	0	0	-	-	0	na	na

Device	Measurements		Sediment/Debris		Longevity		Maintenance	Construction	Field verify	Standardization
	Rate	Volume	Sediment pass.	Debris pass.	Moving parts	Elec- tricity needed				
Sharp-crested weirs	+	-	-	-	+	+	0	-	0	+
Broad-crested weirs	+	-	0	+	+	+	+	+	+	0
Long-throated flumes	+	-	0	+	+	+	+	0	+	0
Short-throated flumes	+	-	0	+	+	+	+	-	-	+

(+) positive feature, (-) negative aspect that limit usefulness, (0) no strong positive or negative, (na) not applicable to stated condition

## APPENDIX B ADDITIONAL INFORMATION

### EXHIBIT A

## CONTRACTOR CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE FORM

### Upper Colorado River Commission Contract # 2026-01-DT-UCRC

The Upper Colorado River Commission (UCRC) strives to provide full, fair, and open solicitation, competition, and sole-sourced contracting that is free of actual or perceived unfair advantage or conflict of interest. This document is intended to provide guidance on when a conflict of interest may exist, and instructions for disclosure of actual and/or perceived conflicts of interest. This document is not intended to be and should not be construed as legal advice. If you are unsure whether a conflict of interest exists, please consult your legal counsel.

In this document, “Offeror” means the person(s) or entity submitting a bid or proposal to a solicitation, an entity that has been selected for a sole-sourced contract, any subcontractors, and all related entities including parent companies, subsidiaries, and companies owned, controlled, or owned and controlled by the same or closely related people.

The Offeror, by signing the Disclosure and Certification form attached, certifies that to the best of its knowledge there are no relevant facts or circumstances that could give rise to actual or perceived conflicts of interest, or has determined that one or more conflicts of interest exist and has disclosed all relevant facts pertaining to such conflict/s.

#### **When does a conflict of interest exist?**

A conflict of interest occurs when any of the following circumstances arise:

- **Lack of Impartiality or Objectivity.** When the Offeror is unable, or potentially unable, to provide impartial or objective assistance or advice to the Commission due to existing professional or personal relationships, past, present, or currently planned contracts or activities, or any other circumstances related to the work to be performed for this solicitation.
- **Unequal Access to Information.** The Offeror has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.

Conflicts of interest may exist at an organizational level and at a personal level. Conflicts of interest may be “actual” or they may be “perceived,” meaning a reasonable person with knowledge of all the material facts believes there appears to be a conflict, whether or not the organizations or individuals involved are in relationships that actually create or experience bias or unfair advantage. Actual, potential, and perceived conflicts of interest are collectively referred to as “conflicts of interest” in this document.

Please note that the information provided serves as a guide only, and a conflict may arise in other situations not described in this document.

#### **Disclosure of Conflict of Interest**

An Offeror shall either: (1) disclose all conflicts of interest, or (2) certify that the Offeror is unaware of any facts or circumstances that would give rise to a conflict of interest in performing work under this solicitation. **A disclosure will not necessarily disqualify the Offeror from being awarded a contract.**

**Failure to Disclose**

If, in the UCRC's sole discretion, a conflict is discovered after the award or execution of a contract, the UCRC may cancel the contract if it deems such termination necessary. If the contractor was aware of a potential conflict of interest prior to the award, or discovered an actual or potential conflict after award and did not disclose, or misrepresented, relevant information to the contracting officer, the UCRC may terminate the contract for default, or pursue such other remedies as may be permitted by law or equity.

**Instructions for Preparation of Disclosure and Certification Regarding Conflict of Interest Form**

The Offeror must determine whether a conflict of interest exists. Offerors and their subcontractors must complete and submit the attached Disclosure and Certification Regarding Conflict of Interest form ("Disclosure and Certification Form"), including forms for all proposed subcontractors. If the Offeror determines that a conflict of interest exists, it must, when completing the Disclosure and Certification form, disclose the particular conflict of interest and provide a general description of the nature of the conflict of interest. The UCRC, in their sole discretion, will make the final determination as to whether a conflict of interest exists and, if so, whether to disqualify the Offeror or proceed with the evaluation of Offeror's proposal and possible award of a contract.

## Disclosure and Certification Regarding Conflict of Interest

Name: \_\_\_\_\_ (the "Offeror")

Relationship: \_\_\_\_\_ (i.e. contractor, Contractor, subcontractor, etc.)

1. Certification. The Offeror hereby acknowledges that it has read the UCRC Conflict of Interest Guidelines and has, to the best of its knowledge and belief:

(Choose One)

\_\_\_\_\_ Certified that there are no relevant facts or circumstances which could give rise to actual or reasonably foreseeable conflicts of interest that would impinge on its ability to render impartial, technically sound, and objective assistance or advice, or result in the Offeror having an unfair competitive advantage. (Offeror may provide an explanation or any supporting documentation).

OR

\_\_\_\_\_ Determined that one or more conflicts of interest exists.  
**Offeror must attach an additional page to this form identifying and describing the conflict of interest.**

2. Subcontractors. The Offeror must include a signed copy of this certification form for each of its subcontractors. The Offeror must submit all subcontractor forms to the UCRC Contract Manager.

3. Continuing Obligations. The Offeror has a continuing obligation to the Commission to disclose conflicts of interest during the solicitation or, if awarded a contract, throughout the duration of the contract.

4. Failure to Disclose. If the Offeror was aware of a potential conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose, or misrepresented, relevant information to the contracting officer, the Commission may terminate the contract for default, or pursue such other remedies as may be permitted by law or equity.

By signing below, the Offeror certifies that the information contained in this form is accurate to the best of its knowledge and that the Offeror agrees to comply with the requirements herein. By signing below, the Offeror further acknowledges its continuing obligation to the UCRC to disclose, as soon as practicable, conflicts of interest to the UCRC, through the Contract Manager, during the solicitation phase or, if awarded a contract, at any time a conflict of interest arises throughout the duration of the contract.

Signed:

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

Name: \_\_\_\_\_ Date:

**The Disclosure and Certification Regarding Conflict of Interest form(s) must be submitted with the Proposal.**

**EXHIBIT B**  
**BIL/IIJA Terms and Conditions**

## **EXHIBIT C**

### **Build America, Buy America Act (BABAA) Terms and Conditions**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this Agreement may be used for a project for infrastructure unless:

A. All iron and steel used in the PROJECT are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

B. All manufactured products used in the PROJECT are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

C. All construction materials (excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives) are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

D. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

E. Definitions:

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives 46—that is or consists primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinyl/chloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber; or drywall



***BUILD AMERICA, BUY AMERICA (BABAA) CERTIFICATION***

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the \_\_\_\_\_ (Project Name and Location) \_\_\_\_\_ the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The, \_\_\_\_\_ [Contractor or Subcontractor], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

Signature of [Contractor’s or Subcontractor’s] Authorized Official

Name and Title of [Contractor’s or Subcontractor’s] Authorized Official

Date