

2019 Request for Proposals (RFP)
San Pasqual Tribal Government Complex Solar + Storage Microgrid
Bidder Questions & Answers

RELEASED NOVEMBER 22, 2019

The following answers were provided in response to questions submitted by bidders in response to the San Pasqual Tribal Government Complex Solar + Storage Microgrid Project RFP. The answers were prepared based on information and feedback available at the time of posting. However, these answers are not binding, are subject to change, and are subject to further negotiation at the discretion of SPBMI. Any response shall only be binding to the extent that it is explicitly included in any contract(s) executed as a result of this RFP.

Question #1.

We have one "request for clarification" question.. Our question relates to additional Federal "flow downs", which may or may not be applicable to this project.

In previous DOE grant funded "design-build" projects which our firm has been involved in, Federal "Organizational Conflict of Interest" restrictions have been applicable. Meaning, if a consultant performed and /or was paid for either preliminary study or project design work, they are precluded from bidding the project implementation/construction work, either as a "prime" or "subcontractor".

Are there any firms that are OCI'd and precluded from participating in the implementation/construction work for this project.

The reason I ask is that "Grid Alternatives" appears to have performed some "study" and "assessment" work for this project, of which corresponding data is posted on the project DropBox site.

Answer #1.

As far as SPBMI is aware, no firms are precluded from participating in the implementation/construction work for this project.

Question #2.

Is there a requirement to submeter each discrete building if the Microgrid Control System can capture and report out that data?

Answer #2.

There is a requirement to be able to track the electricity consumption of each building within the microgrid system. There is no specific requirement in how this is to be accomplished.

Question #3.

The RFP expresses a desire for the Tribe to be able to monitor Microgrid data on a real time or near real time basis from multiple locations. Would those locations be relatively close to the Microgrid? Would it be acceptable to have a few dedicated and cyber hardened HMI's (say 2 or 3) with direct tie-in to the Microgrid for the Tribe's direct use and then read-only internet access to the Microgrid data stream from other Tribe locations? Will the winning bidder be able to have dedicated and real time off-site access to the Microgrid via a vendor HMI dedicated to this project?

Answer #3.

A final determination has not been made regarding the monitoring station locations and configuration, although at minimum there should be onsite access to this data and preferably secure remote access. The EPC is welcome to proposed different options with respect to the microgrid data monitoring, access, and networking.

Question #4.

Is it acceptable for the microgrid control system provider to run its communication/control network across the existing fiber network?* Or must the microgrid control system provider create a stand-alone network across a dedicated medium?*

Answer #4.

SPBMI is willing to consider having the microgrid control system use the existing fiber network.

Question #5.

Is there any prior experience by the Tribe on implementing new interconnect agreements with SDG&E (e.g. the existing solar installation)? If so what was the start to finish time to successfully put a new interconnect agreement in place?

Answer #5.

The solar PV systems installed on the Education Building were considered residential systems due to their size. Therefore, the process and timing of obtaining interconnection agreements for these systems is not relevant to this project. SPBMI does not have any experience with interconnection agreements for commercial or larger PV installations.

Question #6.

Please confirm the date upon which the existing grant funding will expire. Is this date 10/31/20?

Answer #6.

The end of the grant period is 10/31/21. The agreement requires a minimum of one year of data monitoring and report following the installation of the system.

Question #7.

Are there any DOE performance or reporting requirements as a part of the grant funding?

Answer #7.

The DOE grant agreement has performance and financial reporting requirements that are to be completed by SPBMI.

Question #8.

Is any of the information required in the proposal going to be used to prepare a report that is required by the DOE as part of the grant funding? If yes, please advise the exact requirements from the DOE for each report.

Answer #8.

As previously stated, the DOE grant agreement has performance and financial reporting requirements that are to be completed by SPBMI. SPBMI representatives will request information from the EPC to complete these reports to the DOE's requirements.

Question #9.

It appears that the RFP requires that the EPC write the grant reports to the DOE on behalf of SPBMI. However, there may be aspects that require substantial input from SPBMI or its representatives. Given the uncertainties of this workload, the challenges of all parties agreeing upon the adequacy of the work product, and the limitations on communication with the DOE about expectations, will SPBMI be willing to consider this a separate item that can be done on a Time and Effort basis?

Answer #9.

As previously stated, the DOE grant agreement has performance and financial reporting requirements that are to be completed by SPBMI. Completing these reports will not be part of the EPC's scope. Information may be requested from the EPC for these reports, but it is

anticipated that this information will be readily available and/or already within the project scope as defined.

Question #10.

Since the project is partially funded from a DOE grant, what happens if the grant is modified or terminated?

Answer #10.

SPBMI and its representatives have never experienced or heard of a DOE grant budget reduced or terminated after an agreement is in place. However, as stated under Section XVII. Additional Terms and Conditions, #38: "SPBMI may terminate any agreement resulting from this RFP, without charge to SPBMI except for services rendered and materials procured, upon serving thirty (30) days written notice to EPC. Termination of the EPC contract shall also terminate any associated subcontracts and performance guarantees. Otherwise, the terms of the EPC contract shall remain in effect for the period specified in the contract."

Question #11.

Can SPBMI provide a list of events or issues that may cause unforeseen delays and exceed deadlines for project completion that will be excluded from any damages? For example, Force Majeure, unforeseen site defects, incompatible systems, other?

Answer #11.

Specific events and issues that may cause unforeseen delays and exceed deadlines for project completion that may be excluded from damages should be raised by the bidder in additional proposed terms and conditions and are subject to negotiation.

Question #12.

In the event the EPC raises a concern regarding an event or issue that the EPC believes may result in a delay in the project, what will the review process be to determine whether this event or issue is or is not something that will result in an acceptable delay?

Answer #12.

To the extent that an event, issue, or delay is not addressed in the contract, SPBMI expects to proactively work in good faith with the EPC to resolve any event or issue that the EPC believes may result in a delay in the project to the satisfaction of both parties.

If an event, issue, or delay is not addressed by the contract or cannot be informally resolved, the following dispute resolutions terms and conditions are expected to be included in the contract and will apply:

ARTICLE X - DISPUTES

X.1 "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

X.2 All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by San Pasqual against the Contractor shall be subject to a written decision by the Contracting Officer.

X.3 The Contracting Officer shall, within Sixty days (60 unless otherwise indicated) after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

X.4 The Contracting Officer's decision shall be final unless the Contractor **(1)** appeals in writing to a higher level in San Pasqual in accordance with San Pasqual policy and procedures, or **(2)** in accordance with the procedures set forth below, refers the appeal to an independent mediator, and if mediation fails, then the appeal may be referred to binding arbitration, or **(3)** files suit in a court of competent jurisdiction. Prior to filing suit, a party to the Contract must have attempted in good faith to resolve the dispute by exercise of one or more of the other remedies set forth above.

X.5 Appeals as referenced in this Disputes section must be made within Thirty days (30 unless otherwise indicated) after receipt of the Contracting Officer's decision. Further, the remedies contained in this Disputes section shall be cumulative. Except as expressly stated herein, the exercise of any one of the remedies outlined above shall not preclude the exercise of any of the other remedies outlined above.

X.6 The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

Question #13.

If SPBMI informs the EPC that a concern that is raised by the EPC is unfounded (i.e. Regulatory approvals, permits, other) and this concern in fact does result in a delay, will this be recognized as one of the list of reasons for acceptable delay?

Answer #13.

SPBMI cannot provide feedback on unspecified concerns or delays. Bidders are welcome to include additional terms and conditions in their proposals to address these concerns. Specific concerns the EPC has can also be addressed in discussions with the short list of bidders and/or in contract negotiations with the selected EPC.

Question #14.

In the event of delay of the project beyond the specified completion date, how will SPBMI and EPC determine if one or more of the excluded reasons for delay contributed and to what degree? In the event of a disagreement on this or other matters, is SPBMI willing to consider binding arbitration as part of a resolution process?

Answer #14.

See Answer #12. Bidders are welcome to propose additional or alternative dispute resolution processes.

Question #15.

In the event of disputes between parties, what is the Tribal dispute resolution process?

Answer #15.

See Answer #12.

Question #16.

If cultural artifacts are found during work what action is the EPC required to take? If the finding of cultural artifacts result in delays, will SPBMI consider this to be an acceptable delay and waive any damages?

Answer #16.

SPBMI will have a Cultural Monitor present for all construction activities that could reveal or disturb artifacts. SPBMI also has a Tribal Historic Preservation Office (THPO) that will provide direction on actions that need to be taken if cultural artifacts are found, which will depend on the nature of those artifacts.

Question #17.

During the jobsite visit the potential bidders were told that no State of California or local County or City permits are required as the project is federally funded and is on sovereign land. Please confirm that this is correct.

Answer #17.

That is correct.

Question #18.

If the answer to #1 above is correct, (that no State of CA, local, county, or City permits are required), often Tribes with casinos have signed compacts with the State of CA that may require state environmental impact reviews (TEIR). Does SPBMI have any such compact with the State of CA?

Answer #18.

SPBMI does not have a compact with the State of California that requires state environmental impact reviews over any aspect of the project described in this RFP.

Question #19.

It is our understanding that if any aspect of a system or construction project that is built on Tribal land is determined by the state to have any impact on land outside of the reservation, that this may allow the State in question to require some state permitting – Do you agree this is possible? If #3 above does happen, resulting in a project delay, will SPBMI waive damages/performance guarantees?

Answer #19.

All system components and construction activities, and their impacts, will be wholly within SPBMI Indian Reservation. Therefore, the State of California does not have permitting authority or jurisdiction beyond their authority over SDG&E for their scope items.

Question #20.

In the event that the State of California or County or City does require submittal of permits (i.e. CEQA, other) and approvals before work performance, and this results in delays, will SPBMI waive any damages/performance guarantees?

Answer #20.

All system components and construction activities, and their impacts, will be wholly within SPBMI Indian Reservation. As a result, the State of California, San Diego County, and all nearby cities do not have any jurisdictional authority to impose or require any permits or approvals on this project.

Question #21.

Will SPBMI need BIA approval for any permits? If so, will SPBMI waive any damages/performance guarantees resulting from any delays due to the BIA actions? Since this is trust land, is BIA approval needed at any point(s)? If so, what happens if approval is delayed or denied?

Answer #21.

There is nothing within the scope of this project that will require any BIA approvals and permits so long as all work (i.e. trenching) is done within the Tribal Government Complex and does not impact Kumeyaay Way, which is a BIA road.

Question #22.

As this is federal trust land, do any Federal U.S. standards or regulations apply? If yes, what are these regulations?

Answer #22.

Federal laws and regulations do apply on the San Pasqual Indian Reservation. It will be the selected EPC's responsibility to identify and comply with applicable federal laws and regulations.

Question #23.

We expect that because such a large percentage of the funding for this project is provided by a federal agency, that it is possible that a NEPA review may be necessary. If this occurs and results in delays, will SPBMI waive damages/performance guarantees?

Answer #23.

The NEPA review for the federal grant funding has already been completed and no additional NEPA review should be necessary.

Question #24.

During the jobsite visit the potential bidders were informed that SPBMI acts as its own permitting agency. Please confirm that this is correct.

Answer #24.

This is correct.

Question #25.

As the permitting agency, what published standard(s) does SPBMI use?

Answer #25.

The standards that will be applied are described SPBMI Building and Safety Policy (which can be found in the Supplemental RFP Information folder) and in the RFP. SPBMI has the discretion to change and negotiate these requirements, prior to the execution of a contract with the EPC.

Question #26.

If SPBMI uses standards that are special/unique to SPBMI tribal location, please provide copies of any relevant standards that may affect the performance of this project

Answer #26.

The standards that will be applied are described SPBMI Building and Safety Policy (which can be found in the Supplemental RFP Information folder) and in the RFP. SPBMI has the discretion to change and negotiate these requirements, prior to the execution of a contract with the EPC.

Question #27.

Does SPBMI have tribal members that are responsible for permitting and inspections? If yes, will you identify and provide contact information for the Tribal permitting officials.

Answer #27.

All inspections will be performed by one or more 3rd party firms hired by SPBMI. Contact information for these inspectors will be provided to the contracted EPC.

Question #28.

Does SPBMI permitting office charge permit application fees?

Answer #28.

No.

Question #29.

If SPBMI does not use Tribal members to perform permitting work, does SPBMI contract with non-tribal personnel or entities to perform permitting functions? If yes, please provide contact information for these non-Tribal companies.

Answer #29.

All inspections will be performed by one or more 3rd party firms hired by SPBMI. Contact information for these inspectors will be provided to the contracted EPC.

Question #30.

Does SPBMI have any existing geotechnical surveys that have been performed on the project site? If yes, please provide copies.

Answer #30.

SPBMI has not yet found any geotechnical surveys for the project site, although SPBMI staff are still looking into this. Any geotechnical surveys found will be provided to the EPC. However, any geotechnical survey provided by SPBMI shall be for informational purposes only. SPBMI cannot verify and shall not certify the accuracy of any geotechnical survey it provides.

Question #31.

Please provide additional definition of the desired data acquisition, monitoring, display and communications equipment that is to be included in the EPC scope of supply. Or, is this up to the EPC entirely?

Answer #31.

There are no firm requirements for data acquisition, monitoring, display, and communications equipment. It is up to the bidder to propose solutions that appear to best meet the project needs and any proposed solutions will be subject to negotiation.

Question #32.

Please provide additional definition of the desired internet/website connection and interface required for communication to Tribal members that is to be included in the EPC scope of supply. Or, is this up to the EPC entirely?

Answer #32.

The are no firm requirements for internet/website connection and interface. It is up to the bidder to propose solutions that appear to best meet the project needs and any proposed solutions will be subject to negotiation.

Question #33.

Please advise which SPBMI personnel will be available during the project design phase for collaboration and approval of design, drawings, equipment selection, construction materials, coordination of SPBMI provided labor, etc.?

Answer #33.

Any and all necessary SPBMI personnel will be available during the design phase for collaboration and approval of design, drawings, equipment selection, construction materials, coordination of SPBMI provided labor, etc. We are anticipating the direct involvement of the Public Works Director, Environmental Director, Planning Director, IT Director, Chief Operating Officer, and other SPBMI personnel. In addition, SPBMI will have contracted 3rd party representatives reviewing information and providing input throughout the project.

Question #34.

During design, procurement, construction, commissioning and operation, what are the methods and procedures for access to Tribal lands, buildings, systems?

Answer #34.

The methods and procedures for access to Tribal lands, buildings, systems, etc. are to be worked out between the SPBMI and EPC at a later stage in the RFP and contracting process in response to the stated needs and desires of the EPC. SPBMI anticipates providing any reasonable access requested and properly coordinated.

Question #35.

During design, procurement, construction, commissioning and operation, what limitations are there upon working nights, weekends, or holidays?

Answer #35.

All work is to be performed during the during regular business hours which are Monday through Friday from 8am-5pm, excluding holidays. EPC may only work outside of regular business hours with prior approval, in writing, from authorized SPBMI staff. SPBMI may authorize or deny work outside of regular business hours at its discretion.

SPBMI is closed for the following holidays: New Year's Day, San Pasqual Constitution Day (2/18), Memorial Day, July 4th, Labor Day, Ipai Day (9/27), Veterans Day, Thanksgiving, Day After Thanksgiving, Christmas Eve, Christmas Day.

Question #36.

Does SPBMI currently have skilled labor, project management, or other relevant personnel that the EPC can employ during the project. If yes, please provide a list of trade licenses held and recognized by the Tribe and other personnel who could participate in employed positions.

Answer #36.

SPBMI staff that are available and/or expected to assist with the project include the Public Works Department, Cultural Monitors, and the Planning Director (who is a licensed surveyor).

Question #37.

Has SPBMI begun any negotiations with SDG&E regarding 3 phase upgrade timelines or interconnection timelines?

Answer #37.

At the time of publication of these answers, only a 3 phase upgrade application has been submitted and no response has yet been received from SDG&E.

Question #38.

Based on the RFP, if SDG&E pricing is over the current budget for this project, then SPBMI may elect to terminate the entire project. If SDG&E's pricing pushes the project over budget, will the project be terminated?

Answer #38.

SPBMI does not anticipate terminating the project if SDG&E costs exceed the current budget. However, SPBMI plans on taking all steps possible to obtain accurate cost estimates before entering into an agreement with the EPC to avoid this situation.

Question #39.

Does SPBMI have reason to believe that SDG&E's costs will be within the current budget?

Answer #39.

SPBMI has conducted preliminary research and analysis into potential SDG&E costs, and will do more as needed to the extent that the bidders cannot provide reliable estimates.

Question #40.

Does SDG&E consider the existing service drop as adequate to meet project requirements or does SDG&E believe that service upgrades are required?

Answer #40.

No feedback has yet been obtained from SDG&E on this project.

Question #41.

Does SDG&E view this as a “zero export” system and, if yes, will they grant expedited interconnection?

Answer #41.

No feedback has yet been obtained from SDG&E on this project. However, the project scope calls for a grid tied system that utilizes net metering.

Question #42.

SDG&E approvals (for interconnection studies, interconnection, or upgrade to 3 phase power) will affect the ability of the EPC to meet the project deadline. If SDG&E does not provide approvals in a timely manner resulting in project delays, will SPBMI waive damages/performance guarantees?

Answer #42.

Any anticipated and unforeseen delays will be subject to the terms and conditions of the final contract. In general, SPBMI does not expect to hold the EPC accountable for SDG&E delays to the extent that the EPC wasn't able to anticipate and/or did not contribute to these delays.

Question #43.

After receipt of SDG&E approvals, continued SDG&E cooperation and timely performance of any interconnection/upgrade related work will affect the ability of the EPC to meet the project deadline. If SDG&E does not perform the required interconnection/upgrade work in a timely manner resulting in project delays, will SPBMI waive damages/performance guarantees?

Answer #43.

Any anticipated and unforeseen delays will be subject to the terms and conditions of the final contract. SPBMI does not expect to hold the EPC accountable for SDG&E delays to the extent that the EPC wasn't able to anticipate and/or did not contribute to these delays.

Question #44.

With respect to educational goals for Tribal members, please provide more detail on the expected type and extent of training efforts required to be provided by the EPC? For example, is informal or formal vocational training or something else required?

Answer #44.

The original scope of work for the project contained within the DOE grant agreement includes providing 8 volunteers with approximately 1,200 hours of hands-on training with this value to be included as part of SPBMI's match requirement. However, this is a secondary project objective. SPBMI anticipates being able to modify this requirement and the match budget as needed to accomplish the primary project objectives.

Question #45.

The RFP requires EPC to train and utilize SPBMI tribal members to perform installation of solar panels. Do any of SPBMI Tribal members who will receive this training and perform this work have any prior construction or solar related work experience?

Answer #45.

It is unknown who the trainees will be at this time. While there will be a preference to train SPBMI community members, the trainees do not have to be SPBMI community members.

Question #46.

The RFP requires EPC to train and utilize SPBMI tribal members to operate and maintain the proposed Microgrid equipment. Do any of SPBMI Tribal members who will receive this training and perform this work have any prior electronic equipment or power generation related work experience?

Answer #46.

The EPC must train SPBMI staff on appropriate operations and maintenance of the microgrid. The EPC should assume that SPBMI staff doesn't have any prior electronic equipment or power generation related work experience.

Question #47.

The RFP states that the EPC is to use a surety bonding agency that is approved by SPBMI. Please provide a list of SPBMI approved surety bonding agencies.

Answer #47.

The SPBMI does not have a list of approved surety bonding agencies.

Question #48.

Many surety bonding agencies are reluctant to issue bonds for work performed on Tribal land. If this becomes an issue, will SPBMI be willing to issue a sovereignty immunity waiver changing jurisdiction to the U.S. courts?

Answer #48.

SPBMI has never had an issue with a bonding agency covering work performed on the SPBMI Reservation. Under no circumstances will SPBMI waive its Sovereign Immunity.

Question #49.

Can any surety amount from an EPC team Sub-Contractor(s) be counted against the total required surety amounts?

Answer #49.

No. The Prime EPC that signs the contract with SPBMI is responsible for meeting the full surety requirements.

Question #50.

The RFP states Net 30 payment terms. Will SPBMI be willing to consider progress payments upon verified completion of different project phases?

Answer #50.

Different and/or additional payment terms may be proposed and are subject to negotiation.

Question #51.

Is SPBMI willing to pre-pay for large capital equipment purchases?

Answer #51.

Different and/or additional payment terms may be proposed and are subject to negotiation.

Question #52.

Does SPBMI levy taxes on goods, services, value-added or any other project features? If so, what are those tax rates?

Answer #52.

Aside from the TERO fee described in the RFP, SPBMI does not levy taxes on goods, services, value-added or any other project features.

Question #53.

Since liens are disallowed, will there be any form of recourse for the EPC in the event of a non-payment or default event?

Answer #53.

Any issues and forms of recourse with regards to non-payment or default will be addressed by the terms and conditions of the contract, as agreed upon by both parties.

Question #54.

Does SPPWD have experience building carport structures? Will the EPC be required to warranty the work? Who will determine that the structure is built to the EPC's standards and what happens if the EPC disagrees?

Answer #54.

SPPWD does not have experience building carport structures. SPPWD has extensive construction experience, the most similar of which may be the installation of solar street lights. Their assumptions are that the carport structures will be pre-fabricated and erected on pillars to be poured with J bolts installed to a template, and that they are fully capable of performing the work. However, discussions regarding the proposed approach and design will take place with the short listed bidders to clarify everything.

SPBMI is seeking a full wrap warranty for the project, including work done by the SPPWD at the direction of the EPC (as if the SPPWD was a subcontractor).

Here is an example of the language and approach that is expected/desired for the contract: "All goods and services provided under the prime contract shall be under the full direction and responsibility of the Prime EPC. It is expected that the EPC assign personnel and resources to direct, oversee and ensure completion of every element of the project to the satisfaction of the

EPC's standards, and all other governing codes, standards and requirements of the project within the prime contract.”

It is expected that the prime EPC and SPPWD will work in good faith to mutually agree upon any pricing and other implications to the project bid. SPPWD will work in good faith to supply the appropriate tools and capable labor for the scope, subject to the oversight and approval of the EPC. Scope elements involving SPPWD may be broken out separately in the bid for tracking purposes.

Question #55.

Did SDGE make a rate tariff determination or recommendation for the new combined meters?

Answer #55.

No.

Question #56.

What is the projected PV system size so GoE can run load curve changes?

Answer #56.

As stated in the RFP, the PV system is to be sized to offset 105% of the current annual electrical load.

Question #57.

Is there consideration for less level two EV chargers and one or two DC fast chargers?

Answer #57.

The EV charging stations are an optional component to be pursued at the discretion of SPBMI. Level 2 chargers appear to be best suited to meet the initial onsite needs (e.g. charging for employees and visitors). However, the bidder is welcome to include other options.

Question #58.

What us the projected ramp and time use for the ev charging use to be added to the load curve?

Answer #58.

There are no projections regarding ramp and time of use for the EV charging stations. They are expected to be used initially for employees and visitors, and perhaps SPBMI fleet vehicles at some point further down the road.

Question #59.

Since this project is federally funded, does Davis Bacon Act apply?

Answer #59.

No

Question #60.

Does Item E of Attachment 2 of DOE Assistance Agreement, the DOE For-Profit Compliance Audit (pg. 33), apply to vendors and/or subrecipients (i.e. the microgrid design build contractor) that receive \$750,000 or more of DOE funds from San Pasqual?

Answer #60.

Attachment 2, Federal Reporting Checklist applies to the Prime Recipient only, San Pasqual Band of Mission Indians for this award. 2 CFR 200.500 through 2CFR 200.521 apply to for-profit entity that expends \$750,000 or more in during the non-Federal entity's fiscal year in DOE awards. Additionally, (f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient are subject to audit under this Part. The payments received for goods or services provided as a contractor are not Federal awards. Section 2 CFR 200.330 Subrecipient and contractor determinations should be considered in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.