

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	3
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TABLE OF CONTENTS

SECTION A – SOLICITATION, OFFER, & AWARD.....	4
SECTION B – PRICE SCHEDULE/MATOC BID SCHEDULE.....	4
SECTION C – SPECIFICATIONS	7
SECTION D – PACKAGING AND MARKING.....	21
SECTION E – INSPECTION AND ACCEPTANCE	22
SECTION F – DELIVERIES OR PERFORMANCE	22
SECTION G – CONTRACT ADMINISTRATION DATA.....	23
SECTION H – SPECIAL CONTRACT REQUIREMENTS	27
H.1 PROHIBITION OF ALL TERRAIN VEHICLES (ATV)S – OFFICE SUPPORTING REGIONS 6, 7, & 8	27
H.2 FIRE DANGER SEASON.....	27
H.3 EXTENT OF OBLIGATION.....	27
H.4 WORK BY THE GOVERNMENT	27
H.5 COMPLIANCE WITH STATE AND FEDERAL LAWS AND REQUIREMENTS.....	27
H.6 KEY PERSONNEL (<i>WILL BE COMPLETED WITH AWARD</i>)	27
H.7 UTILITY SERVICES	28
H.8 GENERIC GENDER TERMINOLOGY	29
H.9 NON-DISCRIMINATION NOTICE.....	29
H.10 EXPENSES RELATED TO OFFERS	29
H.11 SPECIAL MATOC CONTRACT REQUIREMENTS	29
PART II – CONTRACT CLAUSES	33
SECTION I – CONTRACT CLAUSES	33
CLAUSES INCORPORATED BY REFERENCE:.....	33
CLAUSES INCORPORATED BY FULL TEXT:	35
PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS	45
SECTION J – LIST OF ATTACHMENTS	45
PART IV – REPRESENTATIONS AND INSTRUCTIONS.....	46
SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	46
SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS	54
SECTION M – EVALUATION FACTORS FOR AWARD	66

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	4
---------------------	--------------------------------------	---	----------

PART I – THE SCHEDULE

SECTION A -- SOLICITATION, OFFER, & AWARD

Solicitation, Offer, and Award (SF-1442) - pages 1- 2 of this package

As requirements develop, task orders will be competed among the MATOC awardees. This is not a Requirements contract per FAR 16.503; the Government reserves the right to issue additional solicitations and award additional contracts within the locations covered by this solicitation outside of this MATOC. In accordance with the Federal Acquisition Streamlining Act and FAR 16.505(b), the Contracting Officer will provide each awardee a “fair opportunity” to be considered for each order in excess of \$2,000, unless one of the conditions outlined MULTIPLE AWARDEES, FAIR OPPORTUNITIES CLAUSE (SPECIAL PROVISION) at FAR 16.505(b) applies.

SECTION B – PRICE SCHEDULE

MATOC BINDING RATES						
DIRECT LABOR RATES-MAXIMUM CEILING RATES PRICED PER YEAR						
Burdened: Rates shall be burdened with taxes, insurance, and home office overhead; but shall not include job site overhead or profit.						
LABOR DISCIPLINES	UNIT	YEAR 1 RATES	YEAR 2 RATES	YEAR 3 RATES	YEAR 4 RATES	YEAR 5 RATES
Construction Superintendent/Foreman	HR					
Construction Project Manager	HR					
MATOC - INDIRECT COSTS						
Overhead, General and Administrative (G&A)	%					
PROFIT TABLE						
ROM up to - \$150k	%					
ROM \$150k - \$250k	%					

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	5
---------------------	--------------------------------------	---	----------

ROM \$250k - \$500k	%					
ROM \$500k - \$1.0M	%					
ROM >\$1.0M	%					

Yearly Rate 1 will go into effect upon contract award date. The subsequent Yearly Rates 2-5 will go into effect each year on anniversary of contract award for the life of the contract. The contractor shall be responsible to ensure correct pricing is being utilized each year.

The following contract line items for the seed task order shall be incorporated as binding rates for identical future work that meets the description for each line below. Reference the Seed Task Order Statement of Work, Attachment J6, Section 01270, Part 3.1, for a definition of each Contract Line Item Number (CLIN) below

Seed Task Order CLIN 1: New compressors

This item consists of furnishing new compressors in accordance with all requirements stated or otherwise implied in the contract documents, drawings and specifications.

Price: Quantity of 2 Unit Price _____ Total for CLIN 1: _____

Seed Task Order CLIN 2: Install compressors and relocate existing disconnect

This item consists of all labor, equipment and materials necessary to install two new compressors, controls, piping, conduit, conductors, disconnects, and relocating all existing components necessary to install a fully functional system as indicated, in accordance with all other requirements stated or otherwise implied in the contract documents, drawings and specifications.

Price: 1 Lump Sum for CLIN 2 _____

Seed Task Order CLIN 3: Compressor control panel

This item consists of all labor, equipment and materials necessary to install the compressor control panel, conduit, conductors, disconnects, and relocating all existing components necessary to install a fully functional system as indicated, in accordance with all other requirements stated or otherwise implied in the contract documents, drawings and specifications.

Price: 1 EA for CLIN 3 _____

Seed Task Order CLIN 4: Demo / remove existing air compressor

This item consists of all labor, equipment and materials necessary to complete demolition and remove the existing compressor system, piping, conduits, wiring, brackets, etc. as indicated, in accordance with all other requirements stated or otherwise implied in the contract documents, drawings and specifications.

Price: 1 EA for CLIN 4 _____

Seed Task Order CLIN 5: Valve and Actuator

This item consists of the cost to furnish a new valve and actuator in accordance with all other requirements stated or otherwise implied in the contract documents, drawings and specifications.

Price: Quantity of 3 EA Unit Price _____ Total for CLIN _____

Seed Task Order CLIN 6: Remove existing valves / install new

This item consists of all labor, equipment, and materials necessary to remove, dispose of, and replace the existing valves and actuators in accordance with all other requirements stated or otherwise implied in the contract documents, drawings and specifications

Price: Quantity of 3 EA Unit Price: _____ Total for CLIN 6 _____

Seed Task Order CLIN 7: 60 Hp soft starts

This item consists of all labor, equipment, and materials necessary to install new soft starts on three new pumps, conduit, connectors, and all components necessary to install a fully functional system as indicated, in accordance with all other requirements stated or otherwise implied in the contract documents, drawings and specifications.

Price: Quantity of 3 EA Unit Price: _____ Total for CLIN 7 _____

Seed Task Order CLIN 8: Power Supply

This item consists of all labor, equipment, and materials necessary to install a power supply for the soft starts, conduits, conductors, and all other components necessary to install a fully functional system, in accordance with all other requirements stated or otherwise implied in the contract documents, drawings and specifications.

Price: Quantity of 3 EA Unit Price _____ Total for CLIN 8 _____

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	6
---------------------	--------------------------------------	---	----------

<p>Seed Task Order CLIN 9: Start up and Training</p> <p>This item consists of all labor, equipment, and materials necessary to commission, troubleshoot, and train water plant personnel in the operation and maintenance for the new soft starts.</p> <p>Price: 1 Lump Sum for CLIN 9 _____</p>
<p>Seed Task Order CLIN 10: Replacement Pumps</p> <p>This item consists of the cost to furnish the specified water pumps.</p> <p>Price: Quantity of 3 EA Unit Price _____ Total for CLIN 10 _____</p>
<p>Seed Task Order CLIN 11: Demo / Remove existing pumps</p> <p>This item consists of all labor, equipment, and materials necessary to remove the three existing high service pumps, and appurtenances</p> <p>Price: Quantity of 3 EA Unit Price _____ Total for CLIN 11 _____</p>
<p>Seed Task Order CLIN 12: Install new pumps</p> <p>This item consists of all labor, equipment, and materials necessary to install three new pumps and base plate, conduits, conductors, and all other components necessary to install a fully functional system, in accordance with all other requirements stated or otherwise implied in the contract documents, drawings and specifications</p> <p>Price: Quantity of 3 EA Unit Price _____ Total for CLIN 12 _____</p>
<p>Seed Task Order CLIN 13: Start up and training for new pumps</p> <p>This item consists of all labor, equipment, and materials necessary to commission, troubleshoot, and train water plant personnel in the operation and maintenance for the new the new pumps</p> <p>Price: 1 Lump Sum for CLIN 13 _____</p>

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	7
---------------------	--------------------------------------	---	----------

SECTION C – SPECIFICATIONS

Project Locations: All National Parks and Park units in the states of Colorado and Utah; also including Capulin Volcano National Monument in New Mexico and Pipe Springs National Monument in Arizona.

1. PURPOSE AND SCOPE.

a. The purpose of this Multiple-Award Task Order Contract (MATOC) is to provide construction services and for a broad range of building and civil works repair, maintenance, renovation and construction projects, in support of the National Park Service, Regions 6, 7, & 8. As requirements develop, Requests for Quotations/Proposals (RFQ/RFPs) for task orders will be issued on a competitive basis. Task orders could vary in size from \$2,000 to \$5 million and will be awarded by duly appointed federal Contracting Officers (COs) and administered by contract administrators. Orders will primarily include repair and maintenance construction projects and may also include projects involving a variety of specific trades. Work performed under these contracts will include but not be limited to, the following general project categories: construction, repair and alteration of various buildings, structures and facilities; electrical, mechanical, and plumbing systems; earthwork; concrete and asphalt paving; deconstruction/demolition, roads, levees, impoundments, water control and pump stations, culverts, piers, boardwalks, gazebos, and other work items. Regions 6, 7, & 8, National Park Service (Government) anticipates issuing task orders for the new construction, repair, renovation, improvement, and maintenance of building, structures, civil works and other facilities on National Park Service installations located in the states of Colorado and Utah; also including Capulin Volcano National Monument in New Mexico and Pipe Springs National Monument in Arizona.

b. Types of construction may involve work on new or existing administrative offices, museums, visitor centers, storage and maintenance buildings; roads, pavements, levees, impoundments; drainage, culverts, pumps and water control structures; deconstruction/ demolition; asbestos, lead based paint, and mold remediation and removal; utilities and other miscellaneous infrastructures.

c. Typical work encompasses general construction services, to include but not limited to:

- (1) Site Work – Clearing, grubbing, earthwork, culverts, fencing, demolition, drainage and water control structures, dikes, levees, pump stations; fencing
- (2) Site Utilities (water, sewer, gas, electric, communications);
- (3) Site Improvements (trail, fence, grading, concrete work, landscaping, bike, roadway, signage, striping);
- (4) Roadway, Walks and Pavements – gravel, concrete, asphalt, resurfacing;
- (5) Marine Construction – bulkheads, boat docks and launching ramps;
- (6) Timber Construction - boardwalks, observation decks, pole sheds, kiosks;
- (7) Building Improvements – both interior and exterior repair, structural repair, renovation, alteration, expansion, improvement to existing structures;
- (8) Asbestos, lead based paint, and mold remediation- normally as a component of a repair, renovation or improvement project;
- (9) New Construction - structures and minor buildings;
- (10) Historic preservation/restoration of various facilities and structures;
- (11) Repair or rehabilitate historic and non-historic structures;
- (12) Roofing – shingles, metal, membrane and built-up roofs;
- (13) Siding and sheet metal work;
- (14) Flooring – ceramic tile, wood, vinyl composition, carpeting, and miscellaneous coverings;
- (15) Painting and Wall Coverings;
- (16) Doors, Windows, Entrances;
- (17) Restrooms, Plumbing, water, wastewater, well and sewage service, distribution and treatment;
- (18) Mechanical, Plumbing, Heating, Ventilation, Air Conditioning;
- (19) Electrical Wiring, Lighting, Security Controls, electrical and fire code upgrade;
- (20) Fire & Safety;
- (21) Sustainability (energy efficiency, renewables);
- (22) Other miscellaneous construction, renovation, maintenance and improvements not identified above.

Project examples include: renovations of historic and non-historic maintenance shops, visitor centers, fee stations, and other buildings; upgrades to electrical, water and sewer systems and facilities; rehabilitation and installation of fire

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	8
---------------------	--------------------------------------	---	----------

suppression systems and safety systems; parking lot and road paving, HVAC replacement; roof replacement; and water, sewer and gas tank construction.

d. All work required for task orders shall be completed in accordance with scope of work, and shall meet local, state, and federal regulations.

e. All work shall be done in strict accordance with the contract documents, industry and regulatory standards and as specified by each individual Task Order. Use of the MATOC will provide the Government with services that can accommodate quick and straight-forward projects, as well as some small but complex projects.

f. Contractor's work and responsibility shall include all contractor planning, programming, administration, and management necessary to provide support for Task Orders awarded. The Contractor shall conduct the work in strict accordance with the contract and all applicable Federal, State, and local laws, regulations, codes, or directives. The Contractor shall provide related services such as preparing and submitting required reports, perform administrative work, and submit necessary information as specified under this contract and within each Task Order. The Contractor shall ensure that all work provided meets the scope of work for each Task Order and any special specifications included with the individual Task Order or included in any applicable documents.

g. The Government will provide a detailed scope of work to the Contractor detailing the task to be accomplished. Depending on the complexity of the project, the detail provided may vary from a general idea of what is required, with no drawings, to substantially completed or complete design documents provided by the Government. The Contractor shall use the information provided by the Government and submit a complete proposal. No Architect/Engineering services as defined in FAR 2.101 will be required by the contractor to submit a complete proposal or after award.

h. The Contractor shall complete all work and services under this contract in accordance with schedules established in each Task Order. Submittal dates will be included in the Task Order. These dates identify when submittals are due in the issuing office and other addresses identified in the Task Order. Types and numbers of submittals and dates and places for review meetings shall be established by each Task Order.

SECTION 01010 - SUMMARY OF WORK

1.01 DESCRIPTION OF WORK

A. Work will be described in each Task Order. When the Government requires work under the MATOC, a Request for Proposal (RFP) will be issued. The RFP will include information concerning the statement of work, guide specifications, drawings, attachments, information pertaining to a site visit, evaluation criteria, and any other requirements for submission (e.g. proposal requirements, bid schedule, etc.).

B. Work hours: Acceptable work days and hours will be established in each individual Task Order. Work shall not occur on weekends or Federal holidays, unless permitted in the specific task order or expressly permitted by the CO and the COR. Contractor shall submit in writing any requests for deviation of the work days and hours established in the task order for approval or denial by the CO and the COR.

C. Public Affairs: The Contractor shall not publicly disclose any data, documents or information generated or reviewed under this contract or task orders. The Contractor shall refer all requests for information concerning information or site conditions to the CO for comment.

1.02 LOCATION AND PRE-PROPOSAL INSPECTION OF WORK SITE

A. Site of Work will be described in each Task Order.

Contractor attendance at pre-proposal site visits is considered vital to preparation of competitive and cost-effective offers, and to understanding the total results desired by the Government. Failure to attend pre-proposal site visits shall not be used as an excuse for omission or miscalculation in offers and may be taken into consideration in determining Contractors eligibility to participate in future Task Orders. The Contractor will not be reimbursed for attendance during negotiations, site visits, or other pre-Task Order award costs.

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	9
---------------------	--------------------------------------	---	---

The CO reserves the right to make attendance at pre-proposal site visit mandatory for specific Task Orders and to reject offers by contractors who have not attended the pre-proposal site visit.

1.03 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS

A. All work shall comply with codes and standards applicable to each type of work and as listed in individual subdivisions. Unless otherwise specified, work will be in accordance with NPS Standards, International Building, Plumbing, Mechanical and Gas Codes, National Electric Code, National Fire Code, Americans with Disabilities Act and Architectural Barriers Act accessibility guidelines.

1. Where a conflict occurs between reference documents and the project specifications, the project specifications govern.
2. Where a conflict occurs between reference documents, the document containing the most stringent requirements governs.
3. Where reference documents are not specified by the date, the current document published as of the date set for receipt of proposals applies. (For construction only projects)
4. Materials, applications and tests specified by reference to published standards of a society, association, code or other published standards are included in the Specifications as if written in their entirety.
5. Contractor's Contract Manager: The Contractor's Contract Manager shall oversee task accomplishment, administer all instructions, and answer all questions from the CO pertaining to the tasks during the life of the contract. The Contract Manager shall be responsible for the complete coordination of all work under this contract. The Contract Manager shall be responsible for ensuring adequate internal controls and review procedures are followed in order to eliminate conflicts, errors and omissions and for ensuring that all technical requirements are met.

B. SPECIFICATIONS

CODES and STANDARDS: The site surveys, work plans, remedial actions, equipment startup and testing and/or repair shall conform to the requirements of this contract. The Contractor shall adhere to codes and standards as specified herein and in the individual Task Orders. All codes and standard requirements shall be based on the latest edition of codes applicable at the time the Task Order is issued. All work shall comply with local, state, or Federal/National codes whichever is the most stringent.

C. ASTM SPECIFICATIONS

1. Copies of the "American Society for Testing and Materials" specifications referred to herein may be obtained for a nominal charge by contacting the Society at:

<https://www.astm.org/>

2. Products and processes included in the Specifications shall conform to the manufacturer's latest published specifications.
3. Upon request of the Contracting Officer (CO)/Contracting Officer Representative (COR), Contractor shall provide a sworn affidavit from the manufacturer certifying that material, products and processes delivered and used on the project meet the specified requirements. Affidavit shall not relieve the Contractor from his responsibility for full compliance with the requirements of the Specifications.

D. SUSTAINABLE BUILDING CONSIDERATIONS AND AFFIRMATIVE PROCUREMENT

1. Executive Order 13693 established energy reduction and environmental requirements in the Federal Government. Agencies are required to: design and construct sustainable facilities; reduce waste, prevent pollution; acquire and utilize products and services that are energy efficient, water efficient, contain recycled content, environmentally preferable, biobased, non-ozone depleting, and less toxic alternatives. To comply with these regulations the contractor should:

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	10
---------------------	--------------------------------------	---	----

- a. Use the most energy efficient equipment and appliances that are practical.
- b. Use Energy Star and Department of Energy (DOE) Federal Energy Management Program (FEMP)–designated energy efficient products, components, and appliances (www.energystar.gov/products and www.eere.energy.gov/femp) .
- c. Use water efficient products that meet criteria for water efficiency and performance (www.epa.gov/watersense.)
- d. Use “Environmentally Preferable Products” and “Recycled Content Products” as designated in EPA’s Comprehensive Procurement Guidelines (www.epa.gov/cpg/).
- e. Use biobased products that are composed in whole, or in significant part, of biological products or renewable domestic agricultural materials designated by USDA as biobased items (www.usda.gov/biopreferred)

1.04 ABBREVIATIONS

A. Abbreviations used throughout the specifications and the organization or document represented are:

AASHTO	American Association of State Highway and Transportation Officials
ABA	Architectural Barriers Act
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
ALSC	American Lumber Standards Committee
APA	American Plywood Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards of United States Department of Standards
CSI	Construction Specifications Institute
FS	Federal Specifications
FTMS	Federal Test Method Standard
IBC	International Building Code
IMC	International Mechanical Code
IPC	International Plumbing Code
IRC	International Residential Code
MUTCD	Manual on Uniform Traffic Control Devices (MUTCD), Federal Highway Administration
NAAMM	National Association of Architectural Metal Manufacturers
NBFU	National Bureau of Fire Underwriters
NBS	National Bureau of Standards
NCMA	National Concrete Masonry Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFC	National Fire Code
NFPA	National Fire Protection Association
NPDES	National Pollutant Discharge Elimination System
NFoPA	National Forest Products Association
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPI	Steel Products Institute
SPR	Simplified Practice Recommendation
SSPC	Steel Structures Painting Council
UL	Underwriters Laboratories

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	11
---------------------	--------------------------------------	---	----

USAS United States of America Standards
WWPA Western Wood Products Association

B. Additional abbreviations will be defined as they appear in the specifications or on drawings.

1.05 ENGINEERING SERVICES

All lines and grade work not presently established at the site shall be laid out by the contractor in accordance with the drawings and specifications. The contractor shall maintain all established lines, boundaries and benchmarks and replace as directed those which are destroyed or disturbed. (Reference FAR Clause 52.236-17, Layout of Work)

1.06 MEANS AND METHODS

A. Means and methods of construction are solely the responsibility of the Contractor and shall be such as the Contractor or his subcontractors may choose; subject, however, to the CO's/COR's right to reject means and methods proposed which, in the CO's/COR's opinion:

1. Constitute a hazard to the work, persons or property.
2. Will not produce finished work in accordance with terms of the Contract.
3. Are contrary to specified means or methods included in the Contract.

B. The right to reject means and methods of the Contractor or subcontractor shall not be construed or interpreted as acceptance of control of means and methods by the CO/COR.

C. The CO's/COR's approval or failure to exercise the right to reject means and methods will not relieve the Contractor of his obligation to complete the work required by the Contract.

D. Total responsibility for control of means and methods lies with the Contractor for all work.

1.07 ENVIRONMENTAL COMPLIANCE AND PERMITTING

A. The contractor is responsible for and shall comply with all applicable Federal, State and local laws and regulations concerning environmental compliance, permitting, pollution control and abatement, as well as other specified requirements. The contractor is responsible for the work, control and monitoring of their subcontractors to ensure compliance with these and applicable regulatory environmental requirements.

B. PERMITS: The Contractor shall obtain all permits from Federal, State, or local agencies as identified in the specific Task Order. Costs for permits shall be included as part of the contractor's Task Order proposal.

C. Permitting Stormwater Discharges from Federal Facility Construction Projects (part of State's National Pollutant Discharge Elimination System)

1. The Contractor shall be responsible for obtaining and complying with environmental stormwater discharge permit(s) associated with construction activities that disturb one acre or more of land, for smaller projects that are part of a larger, common plan. The contractor will prepare and submit applicable State and local applications/Notices of Intent (NOI), specific Storm Water Pollution Prevention Plans (SWPPP), pay fees, etc., to the responsible agencies to obtain permit coverage prior to beginning construction. Coordinate NOIs with the station manager.

2. The Contractor has overall responsibility for the preparation, implementation, maintenance, inspection, monitoring, reporting, and compliance with such permits and plans throughout construction to ensure the proper management of stormwater runoff and the effective protection of adjacent streams, lakes, ponds and waterways. The contractor shall not submit a Notice of Termination (NOT) to end his permit coverage until the construction is complete, site is completely stabilized, and final approval is provided by the CO/COR. A copy of Notice of Termination shall be coordinated and provided to the Station Manager prior to submission to permit authority.

3. The Contractor should contact the State or other applicable regulatory agency responsible for environmental

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	12
---------------------	--------------------------------------	---	----

protection or environmental quality for permit information and compliance requirements, and/or visit the U.S. Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES) website on Stormwater Discharges from Construction Activities: <http://www.epa.gov/npdes> and Construction Industry Compliance Assistance Center website: <http://www.cicacenter.org>.

D. Dewatering and Temporary Structures

1. Surface and subsurface dewatering work that may be required for construction of structures, foundations, utility installation or earthwork operations is the responsibility of the contractor and shall be conducted in a manner to prevent erosion, sedimentation, or contamination of surface waters, streams, groundwater protected areas using best management practices. Excavated materials shall not be deposited or stored in, or alongside of, watercourses where it can be washed away by high water or storm runoff.
2. Sanitary or other facilities, such as chemical toilets and other sources of potential pollutants, shall be located far enough from wells, streams, ponds or groundwater protected areas to prevent possible pollution or contamination of surface and groundwater.

E. Management of Hazardous Substances

1. The storage and handling of hazardous substances shall meet all regulatory safety, environmental and transportation requirements using best management techniques. Temporary or permanent secondary containment such as double walled tanks, impervious berms, etc., shall be provided for all petroleum products stored in 55 gallon or larger drums, tanks or other containers. Comply with applicable provisions of station's Spill Prevention, Control, and Countermeasure Plan. Spill kits and booms shall be available near the storage of petroleum products to ensure adequate containment should a release occur.
2. The Contractor shall properly manage, dispose and/or recycle hazardous and universal waste materials such as chemicals, petroleum products, paints, solvents, batteries, fluorescent bulbs and ballast, etc., by storing, handling and transporting the material in suitable containers to a State approved disposal or recycling facility.

F. Waste Management and Reduction Plan

1. The contractor shall be responsible for collecting, segregating, and disposing all construction waste and debris. Develop and implement an appropriate Waste Management Plan to minimize waste. Make reasonable efforts to segregate and recycle construction waste such as glass, paper, cardboard, plastic, carpeting, gypsum board, untreated wood, concrete where recycling activities are available.
2. Materials segregated on the job site shall be managed using good housekeeping procedures, stored in containers with lids, and recycled or disposed in a timely manner to avoid safety, health or environmental concerns. Materials that are not recyclable or otherwise conservable shall be properly disposed of in an approved landfill or other approved disposal means.
3. The contractor is encouraged to deconstruct, dismantle, salvage and recycle re-useable components and materials from existing structures where feasible and approved. Useful, non-hazardous and non-regulated building components not wanted by the Government may be salvaged and transported off-site by the contractor for future use. In doing so, the contractor and all subsequent parties agree to hold harmless and release the United States Government and its employees from all liability, damage, loss, claim or expense associated with the removal, handling, transportation, storage, salvage, recycling or future re-use of these items or components of these items.
4. Maintain disposal manifests and provide a record to the CO/COR of the materials and quantities in weight or cubic yards disposed in landfills, recycled, or salvaged.

G. Lead Paint Hazards

The contractor shall assume painted, stained or finished surfaces and components (e.g., windows, doors, flooring, millwork, siding, railings, etc.) found in existing structures constructed or fabricated prior to 1978, may contain lead-based paint. The contractor is responsible for implementing the proper safety and health operations, practices and equipment required to protect workers and other personnel from exposure to lead hazards during preparation, removal and

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	13
---------------------	--------------------------------------	---	----

renovation activities.

H. Fossils and Artifacts

Should the Contractor discover any fossils or artifacts during construction operations, such objects shall become the property of the Government. The Contractor shall cease construction operations in the area of the "find" and immediately notify the CO/COR of such discovery. Construction operations may proceed in other areas not affected by this clause with approval of the CO/COR. Care shall be exercised by the Contractor so as not to damage fossils or artifacts uncovered during excavation operations.

I. Air Pollution Prevention

1. The Contractor shall comply with applicable Federal, State and local laws and regulations concerning the prevention and control of air pollution.

2. Construction activities shall be performed in such a manner that air pollution is held to a minimum. All construction areas, access or haul roads, parking areas and storage areas used during construction shall be managed by application of approved dust inhibitors or by sprinkling with water to suppress dust formation in accordance with Federal, State, and local regulatory agencies.

3. Burning of materials, trees and brush, combustible construction materials and rubbish will be permitted only if it is first approved by the CO/COR and properly permitted by Federal, State, and local regulatory agencies, and when atmospheric conditions for burning are considered favorable by appropriate State or local air pollution or fire authorities.

4. Where open burning is permitted, burn piles shall be properly constructed to minimize smoke. In no case, shall unapproved materials, such as hazardous substances, tires, plastics, rubber products, asphalt products or materials that create nuisance odors, be burned.

J. Noise Abatement

Construction activities shall be performed in such a manner that the noise level is minimal. All equipment and operation of equipment shall comply with all Federal, State, and local regulations. All equipment shall be equipped with mufflers or other noise abatement devices approved by the CO/COR.

K. Environmental Litigation

No time extension, damages or expenses may be due to the contractor for work stoppage, lost time, or additional costs because of contractor's failure to meet these and other safety, environmental or transportation regulations.

END OF SECTION

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.01 SUBMITTALS

A. It is the responsibility of the contractor to identify all submittals required by the specifications, referencing the Subdivision applicable, and submit the list to the CO/COR within 14 calendar days after receipt of Notice to Proceed. Failure to list a submittal will not relieve the contractor from submission of required information. A Submittal Register will be provided for completion.

B. Submittals as required in individual subdivisions shall be submitted to the CO/COR by the Contractor via using the National Park Service CM-16 Submittal Transmittal form. The form must include the contract number and description of contents. All submittals shall be submitted for a 14 calendar day review by the COR, to allow adequate review prior to commencement of work in that area. (Reference FAR Clause 52.236-5, Materials and Workmanship)

C. No item requiring approval shall be installed without prior approval by the CO/COR.

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	14
---------------------	--------------------------------------	---	----

D. Unless otherwise specified in the individual subdivision, the Contractor shall submit electronically. If hard copies are required, it will be identified in the task order and will not exceed five (5) copies of all required data. Two (2) copies will be kept by the Government and three (3) copies will be returned to the Contractor.

E. Use of unspecified or unapproved materials or equipment will not be permitted.

F. When submitting substitute materials or equipment, the Contractor shall clearly define any deviations from the specified item. It is the responsibility of the Contractor to prove that the submitted item meets all requirements of the contract.

G. All shop drawings shall indicate how the submitted item builds into or is attached to the adjacent construction. All modifications to details shown on the contract drawings shall be approved prior to installation of the submitted item.

H. All submitted surveys, studies, proposals, work plans, calculations, and specifications submitted to the CO/COR, whether as a formal submittal or otherwise, become the property of the Government.

1.02 COST BREAKDOWN

A. Provide a schedule of values and construction schedule upon award of each Task Order.

a. Contractors must furnish a cost schedule of values of any lump sum items which will provide the basis for progress payments. The schedule of values shall be submitted in a format acceptable to the CO/COR and each item shall include overhead and profit. Contractor and COR at the site must agree on the percentage of work completed at the end of each month. Contractor will submit a monthly invoice for payment to the CO and the COR for review and approval prior to uploading the invoice to IPP.

b. Payments are authorized by FAR Clause 52.232-5, which requires that the Contractor certify with each payment request that he has paid or will pay with the proceeds of the payment his employees and subcontractors.

c. 10% of the total task order award amount will be held in retainage until the final inspection and all punch list items are completed and accepted by the Government.

1.03 PROGRESS SCHEDULE/REPORTS

A. A contract progress schedule is required within 10 days after work commences. Actual progress must be reported on a contract progress report every two weeks. A copy of these forms will be provided. (Reference FAR Clause 52.236-15, Schedules for Construction Contracts)

1.04 TEST REPORTS

A. The Contractor shall submit all reports of tests required by the specifications to the CO/COR. Test reports shall be submitted as available, but all shall be submitted prior to Final Inspection.

1.05 MAINTENANCE AND OPERATING INSTRUCTIONS

A. Refer to Item 1.02 of Subdivision 01700 - Contract Closeout.

1.06 RECORD DRAWINGS

A. Refer to Item 1.03 of Subdivision 01700 - Contract Closeout.

END OF SECTION

SECTION 01400 - QUALITY CONTROL AND SAFETY

PART 1 - GENERAL

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	15
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1.01 QUALITY CONTROL

- A.** Contractor is responsible for coordination, quality control and inspection of its own work, work performed by its subcontractors and their sub-subcontractors. Provide the services of an independent, accredited, construction materials testing laboratory for all tests required by the specifications.
- B.** The Contractor shall develop, implement, and document an effective quality control plan. This site quality control plan shall be submitted to the CO/COR for approval within 30 days, or an agreed to shorter period, after contract award. This plan shall be capable of being adapted by means of a supplement to the main plan as required by individual Task Orders. The contractor shall immediately report problems or deficiencies to the CO/COR.
- C.** Perform all construction activities efficiently with the requisite expertise, skill, competence and good workmanship to satisfy the requirements of the specifications. Exercise complete and exclusive control over the means, methods, sequences, and techniques of construction.
- D.** Utilize subcontractors who are duly licensed and qualified to perform the work consistent with the Contract Documents. Government may reasonably object to any subcontractor.
- E.** Provide supervision, labor, materials, equipment, utilities, inspection, testing, start-up, other facilities and services necessary for proper execution and completion of the Work.
- F.** Maintain at least one qualified and competent supervisor capable of reading, writing, and conversing fluently in the English language on the project site during working hours. The Contractor's supervisor shall be designated in writing, submitted and approved by the CO; if change of supervisor needs to occur, notification of the change shall be submitted in writing and approved by the CO prior to the change taking effect.
- G.** The Contractor's Project Manager shall be designated in writing, submitted and approved by the CO, if change of Project Manager needs to occur, notification of the change shall be submitted in writing and approved by the CO prior to the change taking effect.

1.02 TESTS BY INDEPENDENT TESTING LABORATORY

- A.** Testing Laboratory
 - 1. Independent testing laboratory shall be selected by the Contractor and the name of proposed laboratory submitted for approval. Unless otherwise specified, all costs and fees associated with the independent laboratory and testing services are the responsibility of the contractor.
 - 2. The Government bears no responsibility for payment for any test, testing, or test reports required unless expressly provided herein.
- B.** Contractor shall:
 - 1. Make available to testing laboratory, at no cost, all materials to be tested.
 - 2. Provide labor necessary to supply samples and assist in making tests.
 - 3. Advise laboratory of the identity of material sources and instruct suppliers to allow inspection by the laboratory.
- C.** Submit five copies of each written report promptly, covering each inspection and test.
- D.** Tests shall be conducted in accordance with the requirements of the specifications designated or, where not specified, the latest standards of American Society for Testing and Materials. Laboratory shall be certified to perform work in the state where project is located.
- E.** Refer to individual Task Orders and Sections for the independent testing laboratory services and tests that are required.
- F.** After the initial tests have been performed, if either materials or workmanship, or both, do not comply with the

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	16
---------------------	--------------------------------------	---	----

applicable specifications, the Contractor shall pay for all additional testing that may be required as necessary to insure compliance.

1.03 PROJECT SAFETY

A. Additional safety requirements are included via attachments in Section J.

B. The contractor has complete responsibility for safety on the project site, throughout all times to final acceptance, to include contractor's own workers, subcontractors and their sub-subcontractors. Contractor shall ensure that all onsite activities, equipment, and facilities constructed or used by the contractor, subcontractor, or supplier conform fully to the standards of the Department of Labor and Occupational Safety and Health Administration (OSHA) (as found in 29 CFR 1910 and 1926). In addition, the contractor shall adhere to all current state and local safety requirements. In the event where any safety standard referenced conflicts with another, the more stringent requirement shall govern.

C. The contractor shall submit a CM-16 form for each task order a site/project specific Safety Plan to be reviewed and approved by the CO/COR. The contractor shall implement the approved Safety Plan that provides adequate policies, procedures and practices to protect employees from health-work hazards and the general public from injury or harm.

1. The Contractor shall initiate and maintain an effective safety program that provides adequate systematic policies, procedures, and practices to protect their employees from and allow them to recognize, job-related safety and health hazards. The program shall include provisions for the systematic identification, evaluation, prevention and control of general work site hazards, specific job hazards, and potential hazards that may arise from foreseeable construction methods and conditions, as well as providing a competent person, should OSHA require one for work performed, to conduct frequent and regular inspections. Each employee must be instructed in the recognition and avoidance of unsafe conditions and the regulations applicable to the work environment.

2. The Contractor shall immediately notify the CO and the COR of any accident, incident, or exposure resulting in a fatality, lost-time injury, or property loss/damage of \$2,500 or more arising out of work performed under this contract. The Contractor shall investigate all work-related accidents/incidents to the extent necessary to determine their cause(s) and furnish the CO and the COR an investigative report outlining findings and proposed or completed corrective actions. The contractor shall, when required by the CO, have a separate and complete independent investigation of the accident/incident, and submit a comprehensive report of findings and recommendations to the CO and the COR. The CO shall consult with the COR, CR and Service safety personnel in reviewing the investigation report and corrective actions. If the contractor fails or refuses to institute prompt corrective action, the CO may invoke the suspension-of-work clause in this contract or any other remedy available to the government. Any delay or cost resulting from a safety-related suspension of work will be borne by the Contractor.

3. In the event of an accident/incident, the Contractor shall be responsible for providing and obtaining appropriate medical and emergency assistance. Except for rescue and emergency measures, the scene of the accident/incident shall not be disturbed or the operation resumed until the on-site aspect of the investigation has been completed.

4. Service safety personnel and representatives from Federal, State, and local government agencies shall have the right to examine and conduct an investigation at sites or areas where work under this contract is being performed. The absence of such investigations shall not relieve the contractor of their safety program responsibilities.

END OF SECTION

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

A. WEATHER PROTECTION

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	17
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1. General:

a. Provide necessary protection against weather to maintain all materials, apparatus, fixtures, and work free from damage whether in shipment, in storage, or in place.

b. Do not perform wet work when temperature is below 40 degrees F, within the ensuing 48 hours, except when work is properly protected and sufficient heat is provided.

2. Heat Provision

a. When heat is required for proper weather protection, provide temporary enclosures of work and acceptable means to provide sufficient heat to maintain a temperature of not less than 50 degrees F. Provide higher temperatures when required by these specifications.

b. Use only heating apparatus and fuels of approved safe types. Keep equipment and surroundings in a clean, safe condition. Use flame resistant tarpaulins and other materials for temporary enclosure of space. Use vented heaters only.

3. Buildings and other facilities are not available for storage of contractor's materials, equipment, and tools unless pre-approved by the CO/COR. Campsites and housing for workers are not available on site unless identified in the specific task order.

1.02 UTILITIES

A. Active and Inactive Utilities: Before work begins, the contractor shall coordinate with local utility companies and the NPS utility authority to locate and protect all utilities traversing the project site. It is the contractor's responsibility to verify locations of the utilities and prevent damage to all utilities at the project site. If damage occurs, contractor shall repair utility at no additional expense to the Government.

B. The contractor shall provide all temporary utilities required for the work during the entire construction period. He shall make all arrangements, and pay all fees required by the Utility Companies. Temporary utilities shall include, but not necessarily be limited to:

1. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is constructed.

2. Electrical power service: Provide weatherproof, grounded electrical power service and distribution system of sufficient size, capacity, and power characteristics installed in accordance with the National Electrical Code and the requirements of the local power company. Temporary service shall be of sufficient capacity to run all electrical systems and equipment required by the project until permanent service is installed.

3. Telephones: Provide temporary telephone service for personnel engaged in construction.

C. Interruption of Existing Utility Service: Contractor shall work to minimize interruptions to existing utility service and shall adhere to all task order specific limitations regarding durations of outages. Contractor shall provide notice of outages at least one week in advance to the CO/COR, or as specified in the specific task order.

1.04 SANITARY FACILITIES

A. Toilets: Install self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. Maintain toilet units on a regular basis to provide sanitary conditions.

1.05 CONSTRUCTION SITE ACCESS

Contractor shall sign and control access to construction area with appropriate barriers, fences, warning devices or other acceptable means to protect park personnel, visitors and the public from harm and minimize risk of theft and vandalism. Where project work affects public roads, provide signage and or flagmen in accordance with the current edition of the

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	18
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Manual on Uniform Traffic Control Devices (MUTCD) as published by the US Department of Transportation, Federal Highway Administration. The Contractor shall comply with these and any task order specific site access regulations.

END OF SECTION

SECTION 01600 - MATERIALS AND EQUIPMENT

1.01 MATERIALS

A. Unless indicated otherwise, all materials, equipment and other items incorporated into the work of this project must be new and unused. Materials and workmanship shall meet the requirements stated under each Section.

B. To assure ready availability, all materials, equipment and related components must be obtained from sources which maintain a regular, domestic stock.

C. All materials unless otherwise specified or approved shall be asbestos-free, and the contractor shall provide documentation certifying that all materials used in the construction or replacement are asbestos-free.

1.02 ITEMS NOT IN CONTRACT

A. All items indicated N.I.C. (not in contract) on drawings or in specifications are items not included in the specific task order.

1.03 INSTALLATION OF MANUFACTURED PRODUCTS AND EQUIPMENT

A. The installation of manufactured products and equipment together with all associated parts, in design, materials, and workmanship shall be in strict conformance with the manufacturer's recommendations, if so specified.

B. All installations shall be completed and ready for use.

C. Similar items shall be of the same design and manufacture.

END OF SECTION

SECTION 01700 - CONTRACT CLOSEOUT

1.01 FINAL INSPECTION, ACCEPTANCE AND PAYMENT

Refer to the FAR clauses for information and requirements regarding clean-up.

A. PRE-FINAL INSPECTION

The Contractor shall notify the CO/COR at least 10 business days before the date the construction work will be completed and ready for a pre-final inspection. The contractor shall conduct pre-final and final inspections in the presence of the COR / SR / PI, and the contractor shall ensure the duly authorized representative performing the inspection was appointed to do so for the specific task order. Other Government personnel may attend both inspections. A Government Pre-Final Punch List may be developed by the Contractor, as result of this pre-final inspection of any items not meeting Contract requirements for final acceptance. The list of deficiencies may include the estimated date by which the deficiencies will be corrected. Any discrepancies noted shall be corrected prior to final inspection. The Government reserves the right to request a pre-final Inspection or final inspection.

B. FINAL INSPECTION

When the contractor is ready for final inspection, the contractor shall request so in written notice to the CO/COR at least ten (10) business days prior to the date on which the construction work will be ready for final inspection. The final inspection will not be made until all contract work is complete and ready for beneficial use or occupancy. Final Inspection shall not constitute acceptance of the project or final payment. The CO/COR is responsible for furnishing a complete punch list, in writing, to the Contractor. Items noted on the punch list will be completed prior to scheduling a final inspection and acceptance. As-builts, warranties, manuals, etc., may be turned-in at time of final inspection.

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	19
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Discrepancies noted will be corrected within the time specified by the CO.

C. BENEFICIAL USE OR OCCUPANCY

The Contractor shall complete all inspections and commissioning requirements prior to **final inspection**. The warranty shall be issued in accordance with FAR 52.246-21. Extended warranties offered by the contractor and its subcontractors or suppliers may be accepted at the Government's discretion.

D. QUALITY CONTROL DURING INSPECTIONS

The Contractors Quality Control Inspector and/or Superintendent shall ensure all items on the Pre-Final Punch List, rejected and nonconforming work, along with all remaining work conforms to the contract terms, construction documents and industry standards, prior to the final inspection. The Contractor is responsible for maintaining its own pre final and final inspection records. The Contractor will be legally and financially responsible for not completing all of the contract requirements in accordance with the contract terms.

E. REPEAT INSPECTIONS

In the event the CO/COR finds that the project is not ready for the applicable inspections, (too many discrepancies) the contractor may be held liable for the cost of a repeat inspection. If the inspection involves the CO, Contract Specialist, COR, Safety Officer or other key members, these cost(s) may include additional labor, travel and miscellaneous expense.

1.02 MAINTENANCE AND OPERATING INSTRUCTIONS

A. Prior to Final Inspection, Contractor shall submit to the CO/COR, maintenance information and operating instructions for all equipment and systems provided under this Contract.

B. Refer to each Task Order Technical Specifications for special requirements affecting the submission of all instructions and other information required.

C. Contractor shall submit five (5) copies of all operating and maintenance instructions for all equipment systems that require adjustment, servicing and attention for proper operation.

D. Contractor shall include all information necessary to maintain and make proper and efficient use of all equipment and shall use simple, non-technical language where possible. Contractor shall provide all necessary wiring diagrams and schematics. Any hazards likely to occur in operation of equipment shall be pointed out to avoid improper operation that might result in damage or danger to equipment, building, or personnel. Contractor's installation experts shall be available at Final Inspection to explain and demonstrate operation of all systems and equipment.

E. Copies of all maintenance and operating information shall be submitted in bound form as a "Manual of Operating Instructions", with items grouped by Sections of Work. Contractor shall append each manual with name, address and telephone of Contractor, subcontractor and companies and individuals providing service for equipment used.

F. Prior to final inspection or occupancy by the Government, Contractor shall provide competent personnel to meet with the CO/COR to fully explain and familiarize the Government Representative with all equipment and its operation and maintenance.

1.03 "AS BUILT" RECORD DRAWINGS

A. Contractor shall maintain in proper order, one (1) complete set of clean prints of all drawings and specifications on the project site while work is in progress. The Contractor shall neatly inscribe, in red ink or pencil, all changes in work, and the dates of such changes, on the prints. The changes shall be noted in sufficient detail and clarity to accurately portray all "as built" conditions. Include locations, descriptions and sizes of all underground items. At completion of construction and before final inspection, the Contractor shall submit the "as built" drawings to the CO/COR.

In specific task orders, the Contractor may be required to prepare existing condition drawings or to submit as-builts electronically in AutoCAD.

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	20
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END OF SECTION

GENERAL INFORMATION FOR ALL AWARDED TASK ORDERS

1. FOR CONSTRUCTION ONLY TASK ORDERS

- a. The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the CO.
- b. The Contractor shall:
 - (1) Check all drawings furnished immediately upon receipt;
 - (2) Compare all drawings and verify the figures before laying out the work;
 - (3) Promptly notify the CO of ambiguities, contradictions, gaps in information, if any;
 - (4) Be responsible for any errors that might have been avoided by complying with this paragraph
 - (5) Reproduce and print contract drawings and specifications as needed at their own cost. (After award, if additional copies of specifications and drawings are available, they will be provided to the contractor.)
- c. Omissions from the drawings or specifications or the mis-description of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or mis-described details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- d. The work shall conform to the specifications and the contract drawings identified in task order RFP.

2. PRECONSTRUCTION CONFERENCE

- a. After award of a Task Order, the Contractor shall attend a preconstruction conference with representatives of the Government at a time and place mutually agreed upon. (Reference FAR Clause 52.236-26, Preconstruction Conference)

[OR]

- b. After award of a Task Order, a telephone preconstruction conference shall be conducted with representatives of the Government and the Contractor.

3. PROGRESS MEETINGS

- a. The Contractor's representative shall be available to meet with the CO/COR at the job site during construction to discuss work progress.
- b. Meetings will be scheduled by the CO with timely notification to the Contractor. Meetings will be run by the Contractor, and any minutes will be provided by the Contractor to the CO and COR after the meeting.
- c. At the progress meetings, the Contractor shall give oral reports of the progress on the project to the CO/COR. If the work is behind schedule, the Contractor shall be prepared to (i) discuss the work and any causes of work delay(s); (ii) present a plan to bring the work back into conformance with the schedule; or, if necessary (iii) to propose a revised work schedule.

(END SECTION C) _____

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	21
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SECTION D – PACKAGING AND MARKING

PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information for the main contracts and all task orders, including submittals, forms, reports, etc., to the Government shall be paid by the Contractor.

CORRESPONDENCE/SUBMITTALS

Contractor initiated correspondence and submittals shall identify the task order number and the associated contract number. All information for the main contract shall be provided to the Contract Specialist detailed in Section G via email. Task order requirements will be detailed at the task order level, but correspondence includes the Submittal Register and Construction Schedule/Reports. Submittals shall be submitted to the Contracting Officer's Representative (COR) and copied to the task order CO. If hard copies are required, specific task order documentation or meetings will detail submission addresses.

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	22
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SECTION E – INSPECTION AND ACCEPTANCE

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

52.246-13 INSPECTION - DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

SECTION F – DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK - ALTERNATE I (APR 1984)

NOTE: Commencement clauses will apply at the task order level, and fill-in data will be provided with each task order.

52.242-14 SUSPENSION OF WORK (APR 1984)

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	23
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SECTION G – CONTRACT ADMINISTRATION DATA

1. CONTRACT REPRESENTATIVE

Contracting Officer (CO) for this contract: Tammy Gallegos

Contract Specialist (CS) responsible for administering this contract: Kris O'Neil

National Park Service
Office Servicing Regions 6, 7, & 8
Lakewood Major Acquisition Buying Office (MABO)
Phone: 970-227-3366
Email: kris_oneil@nps.gov

Contracting Officer (CO) Task Order: Will be identified in each task order RFP

Contracting Officer's Representative (COR) / Site Representative (SR) / Project Inspector (PI): Will be identified in each individual task order.

2. CONTRACTING OFFICER'S REPRESENTATIVE – LIAISON

The COR will act like as a liaison between the National Park Service herein referred to as "Service" and the Contractor, and, when necessary, will provide technical direction to the Contractor for this base contract. An appropriate park COR will be appointed for each individual task order. The COR is not authorized to change any of the terms and conditions of the contract, issue new assignments of work, make decisions concerning disputes arising under the contract, or resolve differing site condition matters. Neither the presence nor absence of the government representative shall relieve the Contractor of its responsibilities under the contract.

3. TECHNICAL DIRECTION

The performance of the work required herein shall be subject to the technical direction and surveillance of the COR. As used herein, "technical direction" is direction to the Contractor which requires pursuit of certain lines of inquiry, filling in details or otherwise serving to accomplish the contract specifications. The technical direction, to be valid:

- (a) Must be issued in writing consistent with the general scope of the work set forth in the contract;
- (b) May not constitute a new assignment of work or changes to the expressed terms, conditions, or specifications incorporated into this contract;
- (c) Shall not constitute a basis for extension of the contract delivery schedule. Nothing contained in this part authorizes the Contractor to incur costs in excess of the contract price or other limitation of funds set forth in the contract due to extra work performed in response to informal directions, suggestions, or instructions (oral or written) given by representatives of the CO, unless prior to commencing such work, the Contractor: (1) directly notifies the CO; (2) requests a formal contract modification; and (3) receives written authorization to proceed from the CO.

4. JOB SITE ADMINISTRATION

The Government will designate a COR / SR / PI who will be available at the site to inspect the work as it progresses. The COR / CR / SR will prepare an Inspector's Daily Log, beginning with the first day of the contract, detailing ground and weather conditions, work being performed, materials delivered, and notes of any problems or difficulties. Government inspections do not relieve the Contractor of responsibility for providing adequate quality control measures. At the end of every day of work on this contract, The Contractor's Superintendent, as defined below, shall contact the COR / SR / PI, review the daily log, and sign as the Contractor's representative. Unless the Contractor's Superintendent makes a contrary notation on the daily log, the log shall be presumed to be accurate. The SR / PI is not authorized to make technical decisions or give technical directions; the Contractor or the Contractor's Superintendent must contact the COR regarding such decision and direction. The Contractor shall have a competent Superintendent (hereinafter referred to as the "Contractor's Superintendent") who is (i) deemed acceptable to the Government; (ii) authorized to act on the Contractor's behalf; and (iii) be present on the job site at all times when contract work is being performed. (See Superintendence by the Contractor, Section I, Federal Acquisition Regulations (FAR) Clause 52.236-6.)

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	24
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52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEPT 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Office of Small and Disadvantaged Business Utilization (OSDBU)
Tiffany Harvey
U.S Department of the Interior - Main Interior Bldg/Rm. 2721
1849 C Street, NW, Washington, DC 20240
(202) 513-7541
tiffany_harvey@ios.doi.gov

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

1452.201-70 AUTHORITIES AND DELEGATIONS (SEPT 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

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

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

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

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

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

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

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	25
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(End of clause)

1452.204-70 RELEASE OF CLAIMS—DEPARTMENT OF THE INTERIOR (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

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/>.
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.

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	26
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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 Notice)

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INTERNET PAYMENT PLATFORM (APR 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

Required invoice attachments will be identified at the task order level

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 Boston (FRBB) 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 ippgroup@bos.frb.org -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)

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	27
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SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 PROHIBITION OF ALL TERRAIN VEHICLES (ATV)S – OFFICE SUPPORTING REGIONS 6, 7, & 8

The contractor is prohibited from utilizing All-Terrain Vehicles (ATV)s on National Park Service lands. ATV is defined as: A motorized off-highway vehicle (OHV) traveling on four or more low-pressure tires, having a seat to be straddled by the operator and a handlebar for steering control.

Use of Utility Terrain Vehicles (UTVs) are permitted. UTV (also called a side-by-side) is defined as: A motorized OHV having four or more low pressure tires, designed with side-by-side seats, seatbelts, steering wheel, and optional cab, brush cage, or ROPS.

(End of Local Clause)

H.2 FIRE DANGER SEASON

If the COR for any task order allows the Contractor to continue work during periods of declared fire danger or season, the Contractor shall comply with all applicable state laws relating to fire prevention and with all special conditions of work as directed by the COR.

H.3 EXTENT OF OBLIGATION

No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the amount that has been authorized through the issuance of a task order, change order or contract modification by the Contracting Officer. The funded amount is stated as the "Total."

H.4 WORK BY THE GOVERNMENT

The government reserves the right to undertake performance for any task order by government forces or other contractors, the same type or similar work as contracted for herein, as the government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

H.5 COMPLIANCE WITH STATE AND FEDERAL LAWS AND REQUIREMENTS

his subcontractors are subject to, and shall abide by and comply with, all relevant statutes, ordinances, laws and regulations of the United States (including Executive Orders of the President) and any State (or other public authority now or hereafter in force). The Contractor agrees to observe and comply with all applicable state and federal requirements regarding social security, workman's compensation, unemployment insurance and any other matters concerning employment applicable to the performance of this contract or rules, regulations, directions and order not inconsistent herewith as may from time to time be issued by the Government. The unilateral act of any Governmental body against any employee of the Contractor for the violation of a state or federal law or regulation shall not excuse the Contractor from full compliance with the terms and conditions of this contract.

H.6 KEY PERSONNEL (*WILL BE COMPLETED WITH AWARD*)

- (a) The Contractor shall assign to this contract the following key personnel:

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	28
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Project Manager: _____

Job-site Superintendent: _____

Quality Control Manager: _____

Safety Manager: _____

(b) During the first 60 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 60-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

ALTERNATE 1: (To be determined on each Task Order)

Substitute the following paragraph when the project start-up period is especially critical or sensitive:

During the first 180 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events. After the initial 180 days, the Contractor must notify the Contracting Officer prior to any changes in key personnel.

In all cases, the Contractor must provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes must possess qualifications comparable to the original key person, as well as satisfying any minimum standards set forth elsewhere in the solicitation/contract. The Contracting Officer will advise the Contractor as to the acceptability of the proposed substitutes within 15 calendar days after receipt of all required information of the decision on substitutions.

The list of key personnel may be modified from time to time during the course of the contract, by mutual agreement of the parties.

(End of clause)

H.7 UTILITY SERVICES

a. In accordance with FAR 52.236-14, Availability and Use of Utility Services, utility services required on the job site for accomplishment of the work will be furnished at no additional cost to the contractor. The Government will make no connections or alterations to the existing utility facilities for accomplishment of this work. Any change required by the contractor will be at his own expense and at no additional cost to the Government.

The following utility services will be made available: to be identified at task order level.

[OR]

b. The following utility services will not be provided by the Government. The Contractor, at its expense and in a

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	29
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workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia. Electricity and Water.

H.8 GENERIC GENDER TERMINOLOGY

Except where stipulated by the Federal Acquisition Regulations, the use of terms such as he, she, his, and her are not to be interpreted as implying other than neutral gender terms such as "it" or "their."

H.9 NON-DISCRIMINATION NOTICE

Based upon law, Executive Order, or internal policy, the Department of the Interior prohibits discrimination in the workplace, including sexual harassment, based on race, color, national origin, sex, religion, disability, age, or sexual orientation. The Department urges its contractors, subcontractors, and lessors to develop and enforce comprehensive anti-discrimination policies for their places of work.

H.10 EXPENSES RELATED TO OFFERS

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal, in making necessary studies for the preparation thereof, or to acquire or contract for any services. Costs shall not be incurred by recipients of this solicitation in anticipation of receiving direct reimbursement from the Government. It is understood that your bid/proposal/quote will become part of the official file on this matter without obligation to the Government.

H.11 SPECIAL MATOC CONTRACT REQUIREMENTS

1. MINIMUM GUARANTEE/TASK ORDER RFP PARTICIPATION

a. Minimum Guarantee. When the Government requires services covered by this contract in an amount less than \$2,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those services under the contract (reference FAR 52.216-19). A minimum guarantee, for \$2,000 per contract, creates a binding contractual agreement. The Contractor and Government agree that the minimum guarantee is adequate financial consideration to establish binding IDIQ contracts for the purposes intended by this solicitation.

b. The minimum guarantee will be issued via task order in conjunction with the main IDIQ contracts. Award of the first task order meeting or exceeding the minimum guarantee to individual contract awardees fulfills the minimum guarantee requirement. After the award of the first task order to an individual contract awardee, a modification will be issued to their minimum guarantee task order to administratively remove the funds and closeout the task order. A copy of the modification will be provided to the contractor

c. Except when it is determined in accordance with FAR [17.206\(b\)](#) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

NOTE: This is not a requirements contract.

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	30
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2. ORDERING PROCEDURES:

a. Ordering procedures will follow FAR 16.505, Ordering.

b. Requests for Quotation/Proposals (RFQ/RFP): When the Government requires work under the MATOC, an RFQ or RFP will be issued, as appropriate. Projects issued/ordered will be of varying size and complexity. Examples include, but are not limited to, projects that contain complete plans and specifications for all elements of work; to projects with limited specifications and or sketches. Project requirements may require efforts that may result in properly documented as-built drawings. The request will include information such as a statement of work, specifications, drawings, attachments, information pertaining to a site visit; evaluation criteria, and any other requirements for submission (e.g. proposal requirements, price schedule, etc.). Performance and payment bonds shall be required for task orders in accordance with performance and payment bonds and alternative payment protections for construction contracts (see FAR 52.228-15 and 52.228-13), and shall be provided within 10 days of contract award. The basis of award will be a conforming offer, the price or cost of which may or may not be the lowest. The basis for award of each task order will be stated in the RFQ/RFP.

c. Task Order competition. Task Orders will be issued in accordance with 16.505(b).

(1) The Contracting Officer may consider such factors that the Contracting Officer, in the exercise of sound business judgment, believes are relevant to the placement of orders. To satisfy the contracting agency's Small Business Administration contracting goals/targets, the Contracting Officer may, in accordance with FAR 16.505(b)(2)(i)(F), consider further set asides within the awardee pool for socio-economic concerns to include, but not limited to, HUBZone, Service Disabled Veteran Owned Small Businesses, and Economically Disadvantaged Woman Owned Small Businesses.

(2) MATOC contractors shall submit an offer on all projects offered by submitting a quote/proposal to the Contracting Officer in accordance with requirements stated in the Task Order RFQ/RFP. In the event a contractor is unable to submit an offer in response to an RFQ/RFP, the contractor shall notify the contracting officer of his/her intent to not compete by completing and returning the attached "Will Not Compete" form (or provide the same information via email) to the contracting officer. On this form, the contractor shall specify the reason for not competing. The contracting officer will notify the contractor when their record indicates an unacceptable number of RFPs to which the contractor does not respond, which will be at 25% of all TO RFPs/RFPs issued. Failure to address and correct this could result in contractual remedies including, but not limited to, negative performance evaluation, off-ramping, and/or termination for default.

d. Site Visits: Offeror's attendance at walk-through (site visits) is considered vital to preparation of competitive and cost-effective offers, and to understanding the total results desired by the Government. In some cases walk-throughs may be determined mandatory in order for a contractor to submit a proposal. Such a requirement will be stated in the Task Order RFQ/RFP. Failure to attend a walk-through may not be used as an excuse for omission or miscalculation in offers, and may be taken into consideration in determining a Contractor's eligibility to participate in future task orders. The Contractor will not be reimbursed for proposal preparation, attendance during negotiations, site visits, walk-through or other pre-task order costs. The site visit is normally scheduled within two weeks from issuance of the Task Order RFQ/RFP, but may be scheduled as few as two days after Task Order RFQ/RFP in emergencies or for end-of-fiscal year requirements.

e. Proposal Contents. Depending upon the requirements of each task order, the Contractor will typically provide a price proposal and any technical documents or narratives in response to an RFQ/RFP. Contractors shall respond within the number of calendar days stated in the RFQ/RFP by submitting a proposal to the Contracting Officer in accordance with requirements stated in the RFQ/RFP.

f. Contract Prices—Proposal Pricing Schedules. The Government's payment for the items listed in the Pricing Schedules of individual task orders will constitute full compensation to the Contractor for-- (1) Furnishing all plant, labor, equipment, services, appliances, and materials; and (2) performing all operations required to complete the work in conformity with the drawings and specifications. The Contractor shall include in the prices for the items listed in the pricing schedule, all costs for work in the specifications, whether or not specifically listed in the pricing schedule. This includes all taxes as applicable under FAR 52.229-3, Federal, State, and Local Taxes, including New Mexico Gross Receipts Tax and Tribal Employment Rights Ordinance (TERO) Taxes where applicable.

g. Proposals and Final Proposal Revisions. If an alternate is proposed to the work as specified in the solicitation it must

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	31
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also be priced. All proposed alternates shall be specifically addressed and expanded upon in proposal submissions to include separate pricing information.

h. Evaluation Method and Procedures. Price will be the common evaluation method for most RFQ/RFP. However, the Contracting Officer, in making decisions in award of any individual task order, may consider factors such as those listed in FAR 16.505 (b)(1), to include Past Performance, quality, timeliness, or other factors that the Contracting Officer determines to be relevant to award of a particular Task Order. The primary non-cost factors and price factors will vary depending on the unique requirements for each Task Order. The Government intends to select the most advantageous, responsive, and responsible proposal, price and other factors considered. Each RFQ/RFP will describe the criteria to be utilized in evaluating Task Order proposals. Price, quality and timely performance by a MATOC contractor is very important. Failure to prosecute work diligently and effectively, on a current or previously awarded task order, will be sufficient data for the Contracting Officer to consider for a Task Order past performance evaluation.

i. Award Decision. Whenever possible, award will be made without discussions. If discussions are required, each interested MATOC contractor, with a reasonable chance of award, will be requested to provide a final proposal revision. Task order award will be made based the best value to the Government as described in the RFQ/RFP. The award will be a firm fixed-priced task order with a specific completion date or performance period. When additives, deductives, or options are included in the schedule, the task order will specify the number of days after award for exercising the options.

j. Task Order Issuance. Task orders will be issued on the Standard Form 1442 or the Optional Form 347. Orders may be distributed via mail, facsimile, or electronic means. The Notice to Proceed (NTP) will be issued separately after receipt of acceptable performance and payment bonds, if applicable, and any other required administrative submittals. Only a Contracting Officer of the National Park Service within Regions 6, 7, & 8, or as approved in writing by the issuing office Contracting Officer, is authorized to issue orders under the MATOC contracts within the individual's warrant levels. The appropriate issuing, administration, and payment offices will be cited on each task order. A copy of each task order, and modifications issued by offices/agencies outside the issuing office, shall be provided to the issuing contracting office at time of execution.

4. GENERAL WAGE DECISIONS. The Secretary of Labor has made a determination of the minimum prevailing wage rates which are to be paid to the classes of labor to be employed on projects covered by the task orders issued under this contract. Applicable Wage Rate Requirements (Construction) statute, previously known as the Davis Bacon Act, requires that the applicable wage determination, with the decision number and date, will be identified for all task orders issued under this contract current as of the time of award of the task order. The Contractor must furnish copies of payrolls to the CO, weekly, seven (7) days after close of payroll period.

5. VALUE ENGINEERING CHANGE PROPOSALS

a. In reference to Contract Clause 52.248-3 Value Engineering--Construction, shall be submitted in the format described in FAR 52.248-3(c).

6. MODIFICATION PROPOSALS-PRICE BREAKDOWN

The Contractor shall furnish an itemized price breakdown, within the time specified by the Contracting Officer, with any proposal for a contract modification. The price breakdown:

a. Must include sufficient detail of all costs for—

- (1) Material;
- (2) Labor;
- (3) Equipment;
- (4) Subcontracts; and
- (5) Overhead and Profit; and

b. Must cover all work involved in the modification, whether the work was deleted, added, or changed.

c. The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts. the pricing of any rates and/or profit which are found in the contractual bid schedule shall be equal to or less than those in the modification proposal.

d. The Contractor's proposal shall include a justification for any time extension proposed. A revised progress schedule will be required if time is adjusted.

e. The pricing of any rates and/or profit which are found in the contractual bid schedule shall be equal to or less than those in the modification proposal.

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	32
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7. NON-PERFORMANCE AND TERMINATIONS

While it is the Government's intent to maintain a strategic relationship with IDIQ contractors for the duration of the contracts, the Government may apply any appropriate contractual remedy including termination prior to the completion of the five year ordering period to address poor performance or failure to comply with a contractual requirement.

The Government intends to review annually, at the anniversary date of the contract award, the overall performance of the IDIQ contract holders. Poor performance includes, but is not limited to the following:

- Consistently not responding to Requests for Quote/Proposals without sufficient justification.
- Failure to meet task order completion dates
- Failure to comply with contract subcontracting limitations, and to submit timely reporting requirements such as the Limitations on Subcontracting Report
- The assessment of liquidated damages on task orders
- Overall performance assessment rating of Marginal or Unsatisfactory in the Contractor Performance Assessment Reporting System (CPARS)
- Unresponsiveness to warranty work
- Failure to provide responsive customer service
- Onsite safety violations

H.12 Special Contractor Requirements: Working in a Federal building or Federally controlled indoor workspaces:

In order to take steps to prevent the spread of COVID-19 and to protect the health and safety of all Federal employees, onsite contractors, visitors to Federal buildings or Federally controlled indoor workspaces, and other individuals interacting with the Federal workforce, employees under the subject contract who are required to work on site in Federal buildings or Federally controlled indoor worksites must comply with requirements located at

<https://www.saferfederalworkforce.gov/overview/>.

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	33
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PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

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 address: <https://www.acquisition.gov>

(End of clause)

CLAUSES INCORPORATED BY REFERENCE (CLAUSES CONTAINING FILL-INS OR BLANK SPACES WILL BE COMPLETED IN THE TASK ORDER SOLICITATION AND INCORPORATED BY FULL TEXT):

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)
52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)
52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)
52.204-16 COMMERCIAL AND GEOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
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 (OCT 2018)
52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000) *(If required or applicable, LDs will be determined at the Task Order level).*
52.211-13 TIME EXTENSIONS (SEP 2000)
52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)
52.215-8 ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997)

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	34
---------------------	--------------------------------------	---	----

52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA. (AUG 2011)

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (JUN 2020)

52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA. (JUN 2020)

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (JUN 2020)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (NOV 2021)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2022)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (OCT 2022)

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 (APRIL 2015)

52.222-26 EQUAL OPPORTUNITY (SEPT 2016)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APRIL 2015)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

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 14026 (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 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (FEB 2021)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008) *(Will be completed in the Task Order Solicitation and incorporated by full text)*

52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS. (JUN 2016)

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. (AUG 2018)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)

52.223-20 AEROSOLS (JUN 2016)

52.223-21 FOAMS (JUN 2016)

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)

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)

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	35
---------------------	--------------------------------------	---	----

52.232-16 PROGRESS PAYMENTS (NOV 2021)
 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)
 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)
 52.233-1 DISPUTES (MAY 2014)—ALTERNATE I (DEC 1991)
 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)
 52.236-8 OTHER CONTRACTS (APR 1984)
 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 ACCIDENT PREVENTION (NOV 1991)
 52.236-13 ACCIDENT PREVENTION – ALTERNATE I (NOV 1991)
 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
 52.236-16 QUANTITY SURVEYS (APR 1984)
 52.236-17 LAYOUT OF WORK (APR 1984)
 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
 52.242-13 BANKRUPTCY (JUL 1995)
 52.243-4 CHANGES (JUN 2007)
 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)
 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2022)
 52.245-1 GOVERNMENT PROPERTY. (SEP 2021)
 52.245-9 USE AND CHARGES. (APR 2012)
 52.248-3 VALUE ENGINEERING—CONSTRUCTION (OCT 2020)
 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)
 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)-ALTERNATE I (APR 1984)
 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)—ALTERNATE I (SEP 1996)
 52.249-3 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS) (APR 2012)
 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

CLAUSES INCORPORATED BY FULL TEXT:

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	36
---------------------	--------------------------------------	---	----

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.216-18 ORDERING (AUG 2020)

(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 award of the contract for a period of 5 years.

(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) A delivery order or task order is considered "issued" when—

- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either—
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor's email address.

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	37
---------------------	--------------------------------------	---	----

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

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 \$2,000.00, 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 maximum task order limitation excludes subsequent in-scope modification amounts. The total program ceiling is \$40M for all task orders under all contracts issued. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$5 Million;

(2) Any order for a combination of items in excess of \$5 Million; or

(c) Notwithstanding paragraphs (b) 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 10 days after issuance, with written notice stating the Contractor's intent not to accept the work effort called for and the reasons. Upon receiving this notice, the Government may acquire the services from another source.

(End of clause)

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 14 July 2025.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)

a) *Definition. Small business concern*, as used in this clause—

(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 size standards in this solicitation.

(2) *Affiliates*, as used in paragraph (a)(1) of this clause, 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.

(b) *Applicability*. This clause applies only to-

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	38
---------------------	--------------------------------------	---	----

- (1) Contracts that have been totally set aside for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).

(c) General.

- (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
- (2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

- (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
- (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to—

- (1) Contracts that have been set aside for any of the small business concerns identified in [19.000\(a\)\(3\)](#);
- (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in [19.000\(a\)\(3\)](#);
- (3) Contracts that have been awarded on a sole-source basis in accordance with subparts [19.8](#), [19.13](#), [19.14](#), and [19.15](#);
- (4) Orders expected to exceed the simplified acquisition threshold and that are—
 - (i) Set aside for small business concerns under multiple-award contracts, as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); or
 - (ii) Issued directly to small business concerns under multiple-award contracts as described in [19.504\(c\)\(1\)\(ii\)](#);
- (5) Orders, regardless of dollar value, that are—
 - (i) Set aside in accordance with subparts [19.8](#), [19.13](#), [19.14](#), or [19.15](#) under multiple-award contracts, as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); or
 - (ii) Issued directly to concerns that qualify for the programs described in subparts [19.8](#), [19.13](#), [19.14](#), or [19.15](#) under multiple-award contracts, as described in [19.504\(c\)\(1\)\(ii\)](#); and
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors*. An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting*. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
- (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
- (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	39
---------------------	--------------------------------------	---	----

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

[Contracting Officer check as appropriate.]

☐ By the end of the base term of the contract and then by the end of each subsequent option period; or
☒ On a yearly basis. Reporting required on an annual basis.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce 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)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(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 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)

52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (OCT 2022)

(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

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	40
---------------------	--------------------------------------	---	----

(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.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR [25.105](#).

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR [25.105](#).

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

(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 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. 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

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	41
---------------------	--------------------------------------	---	----

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.

(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:

[Contracting Officer to list applicable excepted materials or indicate "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.

(A) *For domestic construction material that is not a critical item or does not contain critical components.*

(1) 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;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components.*

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, 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 plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR [25.105](#).

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(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).

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	42
---------------------	--------------------------------------	---	----

(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, 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)*
	Item1:			
	Foreign construction material	_____	_____	_____
	Domestic construction material	_____	_____	_____
	Item2:	_____	_____	_____
	Foreign construction material	_____	_____	_____
	Domestic construction material			
<p>[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].</p> <p>[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]</p> <p>[Include other applicable supporting information.]</p>				

(End of clause)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JUL 2000)

(a) The Contractor shall submit one of the following payment protections: (to be determined within each individual task order over \$35,000.)

(b) The amount of the payment protection shall be 100 percent of the contract price.

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	43
---------------------	--------------------------------------	---	----

(c) The submission of the payment protection is required within 10 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations.

(b) Weather conditions.

(c) Transportation facilities.

(d) Additional Information may be included at the task order level.

(End of clause)

1452.203-70 RESTRICTIONS ON ENDORSEMENTS (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

1452.215-70 EXAMINATION OF RECORDS BY THE DEPARTMENT OF THE INTERIOR (APR 1984)

For purposes of the Examination of Records by the Comptroller General clause of this contract (FAR 52.215-2(d)), the Secretary of the Interior, the Inspector General, and their duly authorized representative(s) from the Department of the Interior shall have the same access and examination rights as the Comptroller General of the United States.

(End of clause)

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, unless adjusted at the task order level:

Employer's liability \$100,000

General liability \$500,000

Construction

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	44
---------------------	--------------------------------------	---	----

Per person	\$100,000
Per occurrence	\$500,000
Property damage	\$1,000,000

Automobile liability	
Per person	\$200,000
Per occurrence for bodily injury	\$500,000 (other than passenger liability)
Per occurrence for property damage	\$20,000

Aircraft public and passenger liability, when aircraft used in connection with the performing this contract	
Per person	\$200,000
Per occurrence for bodily injury	\$500,000
Per occurrence for property damage	\$200,000
Passenger liability bodily injury	\$200,000 multiplied by number of seats or passengers, whichever is greater

If this is a construction contract, the Contractor shall maintain compensation insurance, for employees engaged in the work, complying with the workmen's compensation laws of the State in which the work is to be performed and shall maintain liability insurance protecting the Contractor from claims because of bodily injury (including death) and property damage arising under this Contract.

(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)

1452.236-70 PROHIBITION AGAINST USE OF LEAD-BASED PAINT (JUL 1996)

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

(End of clause)

1452.236-71 ADDITIVE OR DEDUCTIVE ITEMS (JUL 1996) *(to be determined at the Task Order level)*

So that the Government may obtain the most desirable features of work within the limit of its funds available at time of bid evaluation, award may be made to the bidder having the lowest total of the base bid and a combination of additive and deductive items. All bids shall be evaluated on the basis of the same additive and deductive bid items using the order of priority of the items listed in the schedule.

(End of provision)

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	45
---------------------	--------------------------------------	---	----

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

SECTION J – LIST OF ATTACHMENTS

	TITLE	NO. OF PAGES
ATTACHMENT 1	NPS Safety and Accident Prevention Plan Review Checklist	7
ATTACHMENT 2	Task Order Request for Proposal Form	3
ATTACHMENT 3	“Will Not Compete” Form	1
ATTACHMENT 4	Past Performance Questionnaire	3
ATTACHMENT 5	Report on Limitations on Subcontracting	1
ATTACHMENT 6	Seed Project Statement of Work	151
ATTACHMENT 7	Seed Project Drawings	9
ATTACHMENT 8	Seed Project Wage Determination	9
ATTACHMENT 9	Seed Project Proposed Equals Form	1
ATTACHMENT 10	Seed Project RFP Cover Sheet	3

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	46
---------------------	--------------------------------------	---	----

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

- (a)
- (1) The North American Industry Classification System (NAICS) code for this acquisition is **236220**.
 - (2) The small business size standard is **\$39,500,000**.
 - (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.
 - (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.

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	47
---------------------	--------------------------------------	---	----

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).

(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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).

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

(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 products or commercial services.

(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:

☒ (i) [52.204-17](#), Ownership or Control of Offeror.

☒ (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.

☐ (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.

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	48
---------------------	--------------------------------------	---	----

☐ (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)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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—

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	49
---------------------	--------------------------------------	---	----

(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.

(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—

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	50
---------------------	--------------------------------------	---	----

(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.

(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)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *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".

(c)

(1) *Representation.* The Offeror represents that it ☐ does, ☐ 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.

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	51
---------------------	--------------------------------------	---	----

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(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 proceeding 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 Information System (FAPIS) 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 FAPIS as required through maintaining an active registration in the System for Award Management via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	52
---------------------	--------------------------------------	---	----

(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.

(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)

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 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

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	53
---------------------	--------------------------------------	---	----

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 non-adherence 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).

(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)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

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)

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	54
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SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 INSTRUCTIONS FOR THE SUBMISSION OF OFFERS AND OTHER INFORMATION

A. GENERAL

Submit, at a minimum, an offer that conforms to the solicitation documents. By submission of an offer, the offeror unconditionally assents to the terms and conditions in this solicitation and in any solicitation attachments. Proposals offering alternative stipulations to the requirements of this solicitation will NOT be considered or accepted. The Government intends to award a minimum of six (6) indefinite-delivery, indefinite-quantity, (IDIQ) Multiple Award Task Order Contracts. However, the Government reserves the right to award less than six contracts or more than six contracts as it deems necessary.

B. DUE DATE AND LOCATION

1. DUE DATE: To be considered for award, proposals must be electronically received no later than the date and time noted in Block 13.a of the SF1442 contained in this solicitation.
2. LOCATION: Proposals must be electronically received at the following email address: kris_oneil@nps.gov

C. SUBMISSION REQUIREMENTS

1. Submit proposals in separate VOLUMES (I and II) in the FORMATS specified, containing CONTENTS required.
2. All proposal documents shall be Microsoft Word, Microsoft Excel, or Adobe Acrobat files.
3. All pages shall be 8 ½" x 11" with minimum 10 pt font.
4. No information shall be provided through references to web sites
5. Electronic volumes shall be in separate folders and submitted via email. Files submitted cannot exceed 10 MB. It is the responsibility of the contractor to ensure file size does not exceed this limitation.
6. Bid Bond shall be sent in hard copy format in addition to electronic as described above. Mail bid bond directly to:
National Park Service – Office Servicing Regions 6, 7 & 8 Contracting
Attn: Procurement Analyst, Eric Weisman – Suite 206
12795 West Alameda Parkway
PO Box 25287
Lakewood, CO 80228

D. VOLUME I, TECHNICAL & PAST PERFORMANCE PROPOSAL– FORMAT, ORGANIZATION, CONTENTS

1. FORMAT: Submit (1) one electronic copy.
2. ORGANIZATION: Include a Table of Contents with folders and files for electronic formats named as follows:

FACTOR 1 – TECHNICAL APPROACH AND MANAGEMENT PLANS

FACTOR 2 – SEED PROJECT TECHNICAL APPROACH

FACTOR 3 – CONSTRUCTION TEAM/KEY PERSONNEL AND STAFFING

FACTOR 4 – RELEVANT EXPERIENCE

FACTOR 5 – PAST PERFORMANCE PROPOSAL

3. CONTENTS:

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	55
---------------------	--------------------------------------	---	----

a. TECHNICAL FACTOR 1 – TECHNICAL APPROACH AND MANAGEMENT PLANS

Offerors shall provide thorough and detailed written plans describing how their company will approach, perform, and complete both the overall contract requirements, and all task order requirements. Plans should be specific to this contract and task orders. The response is limited to thirty (30) pages. Additional pages will not be evaluated. Pictures can be included and will count towards the page limitation. There is no preprinted form for this submittal.

At a minimum, the following issues shall be included:

- i. Quality Control: The offerors plans and methods for ensuring a high-quality standard is maintained during development of task order proposal packages, and during project execution and construction.
- ii. Project Management: The offerors plans and methods for ensuring comprehensive and effective project management.
- iii. Sub-contractor Management: The offerors plans and methods for ensuring responsive and effective sub-contractor management.
- iv. Schedule: The offerors plans and methods for insuring that task order proposal development, negotiation, award, and execution, are completed on schedule.
- v. Remote / Isolated Project Locations: The offerors plans and methods for successfully staffing and sub-contracting task order projects in geographically remote and isolated locations. How will demanding project sites, climatic conditions, geologic conditions, natural and cultural resource issues, unique to our national parks, be addressed to allow for timely, and successful execution of task orders.
- vi. Safety & Security: The offerors plans and methods to maintain safe and secure project sites.
- vii. Sustainability and Green Building: The offerors planned sustainability and green building practices as they relate to this contract and awarded task orders.
- viii. Customer Service: The offerors plans and methods for ensuring responsive, effective customer service.

b. TECHNICAL FACTOR 2 – SEED PROJECT WORK PLAN AND SCHEDULE

Offerors shall submit a thorough and detailed work plan, including a proposed schedule, for completing the seed project. The response is limited to ten (10) pages. Additional pages will not be evaluated. Pictures can be included and will count towards the page limitation. There is no preprinted form for this submittal.

The work plan and schedule shall, as a minimum, address the following:

- i. Specific methodologies, techniques, equipment, materials, etc., to be utilized in accomplishing the work.
- ii. Schedule: Provide a proposed schedule in GANTT Chart form, and plan for monitoring progress and insuring the project stays on schedule. Proposed schedule shall be based upon a 60 day period of performance.

c. TECHNICAL FACTOR 3 – CONSTRUCTION TEAM/KEY PERSONNEL AND STAFFING

KEY PERSONNEL:

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	56
---------------------	--------------------------------------	---	-----------

The Offeror must submit resumes for the following Key Personnel. All key personnel shall have a minimum of three (3) years of professional experience in that field/specialty:

- i. Senior Project Manager
- ii. Project Managers
- iii. Quality Control Manager
- iv. Safety Officer

All resumes submitted must include the following information:

- Name, title, and project assignment
- Name of firm with which associated
- Years of experience with firm (to include field of expertise/discipline)
- Education - degree(s), year, and institution. Active professional registration, year first registered
- Other experience and qualifications relevant to same/similar work required under this contract
- List of projects the individual has worked (Name and location of projects)

Additionally, proposals shall include a comprehensive organization chart and staffing plan, showing the functional relationship of the team members, for all contractor personnel and primary subcontractors that will be utilized to fulfill the requirements of this contract. Provide the total number, qualifications, and specific roles of the personnel that will be dedicated solely to this contract.

d. **TECHNICAL FACTOR 4 – RELEVANT EXPERIENCE**

EXPERIENCE:

Prior experience information must be relevant and recent regarding an offeror's actions under previously awarded contracts. Relevant experience is defined as contracts similar in size, scope, complexity, and contract type. Recent experience is defined as currently on-going, or completed within the past five years of the solicitation close date. The offeror must have been the Prime/General contractor for a varying array of projects related to the maintenance, repair, rehabilitation, reconstruction, construction and minor to major repairs of existing residential housing, small commercial buildings, and small administrative buildings.

Additional consideration shall be given if the offeror has been, or currently is the prime contractor for at least one SABER/JOC contract, MATOC contract, or a similar multi-project/multi-discipline, IDIQ contract. Offerors shall identify the following in list form: All Federal, State or Local Government agencies and commercial businesses for whom the offeror has been awarded a contract during the past three (3) years. If an offeror has more than 10 awarded contracts during the past 3-year period, then identify no more than 10 contracts most applicable to the work of this MATOC. Relevant experience is defined as contracts similar in size, scope, complexity, and contract type.

Each reference must include a current, VERIFIED, point of contact, telephone number, and email address at each of these agencies or business organizations. The Government is not responsible to determine a new point of contact if an incorrect point of contact is provided.

Offerors are encouraged to provide information on any significant problems or issues encountered on the submitted contracts and the offerors remedy or corrective actions. If no significant problems / issues were encountered, the offeror should so state. Additionally, offerors are encouraged to describe how they planned for and achieved efficiencies in the performance of the contract. Efficiencies include value added due to contractor's knowledge and expertise which resulted in a reduced cost or time to complete the contract work.

e. **TECHNICAL FACTOR 5 –PAST PERFORMANCE**

PAST PERFORMANCE:

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	57
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Past performance will be evaluated to assess the offeror's likelihood of success in performing the solicitation's requirements as indicated by the offeror's record of past performance. Evaluation of past performance will be based on consideration of all available relevant facts and circumstances. It will include an assessment of the offeror's overall commitment to customer satisfaction. Offerors are encouraged to provide information on any significant problems or issues encountered on the submitted contracts and the offeror's remedy or corrective actions taken. If no significant problems/issues were encountered, the offeror should state so.

For the purposes of this source selection, a standardized past performance survey questionnaire has been developed and is provided through this solicitation. For each project submitted as past experience/past performance, the offeror shall provide a copy of this questionnaire to the listed reference/point of contact for that particular project /contract. The offeror is responsible for ensuring that the point of contact receives, and returns a completed copy of the provided past performance questionnaire, to the individual identified on the survey, on or before the close date and time of the solicitation.

PAST PERFORMANCE QUESTIONNAIRES (PPQs)

Submit Past Performance information for the same projects submitted under Relevant Similar Experience (Technical Factor 4) using the attached Past Performance Questionnaire. Information may be regarding performance as either the prime contractor or a subcontractor, but this must be annotated on the form. If available, offerors may submit a Contractor Performance Assessment Reporting System (CPARS) evaluation report in lieu of the Past Performance Questionnaire. Submittal process for the Past Performance Questionnaire is as follows:

- i. Complete Sections A and B only of the attached Past Performance Questionnaire and forward to your client reference. The reference shall be someone who was substantially involved with the project and can provide a complete, objective assessment of your performance. Direct them to complete Sections C and D and submit the survey to the point of contact in Section E by the due date and time specified. The Government reserves the right to limit the number of references it ultimately contacts and to contact references or use sources other than those provided by the offeror.
- ii. Submit copies of the partially completed questionnaire that you forwarded to your references with their point of contact information in this proposal Volume II.
- iii. **Offeror must not review the evaluation by the former client prior to submission.** PPQs must be submitted by the client/evaluator directly to the Contract Specialist, Kris O'Neil, via email at kris_oneil@nps.gov. It is the offeror's responsibility to confirm recent/available point of contact, and to perform follow-up to ensure that the Contract Specialist receives the evaluations by the proposal due date.

If desired, offerors may submit additional correspondence (e.g. Letters of Recommendation, Letters of Appreciation) from previous clients to supplement their narrative. Offerors are advised to identify all commendations, evaluation ratings and awards received for these projects for quality of services, customer satisfaction, price reasonableness, and overall business relations. The offeror should provide current reference contact data for each of these projects

The Government reserves the right to contact the references submitted in proposals, to obtain additional past performance information. The NPS may evaluate offeror's past performance based on references provided by the contractor; the Government's knowledge of offerors past performance; and / or references obtained from any other source. The Government reserves the right to limit the number of references it ultimately contacts and to use sources other than those provided by the offeror.

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	58
---------------------	--------------------------------------	---	-----------

The offeror shall address each of the following aspects of past performance:

a. Quality of Product/Service – The offeror shall narratively describe and demonstrate a history of reliability, responsiveness to technical direction, providing deliverables completed on-time, adherence to contract schedules including contract administration. Address to what extent contract performance requirements were met? Were submittals provided in a timely manner? Timely completion of punch-list items; submission of close out documents, i.e., “as-built drawings”. Timely / satisfactory response to warranty issues, etc.

b. Documentation Quality – The offeror shall narratively describe and demonstrate a history of producing and providing quality contract documentation (statements of work, drawings, proposal estimates, general correspondence, invoices, etc.). Samples and examples of previous documentation efforts, or contractor templates may be provided, in addition to the narrative.

c. Worksite Safety – The offeror shall narratively describe and demonstrate a history of worksite safety. Address all documented worksite safety incidences, issues encountered and the corrective actions taken. Were any additional follow up corrective actions required to correct the problem(s).

d. Cost Control – The offeror shall narratively describe and demonstrate ability and effectiveness in forecasting, managing, and controlling task order / contract costs. Demonstrate a history of performing within or below project/task order budgets, use of cost efficiencies, and submission of reasonably priced change order proposals.

e. Management Responsiveness – The offeror shall narratively describe and demonstrate a history of providing timely, comprehensive and effective problem identification and resolution, providing effective corrective action plans, providing a comprehensive and effective change order management process. Provide documentation of the contractor’s history of reasonable, cooperative, and mutually beneficial behavior regarding contractual disputes.

f. Contract Management – Narratively describe and demonstrate the extent to which the contractor discharges its responsibility for integration and coordination of all activity needed to execute the contract; identifies and applies resources required to meet contract requirements; assigns responsibility for tasks/actions required by contract; communicates appropriate information to affected personnel in a timely manner. Describe the contractor’s risk management practices, especially the ability to identify risks, formulate and implement risk mitigation plans.

(End of Volume I – Technical Proposal-Past Performance)

E. VOLUME II, BUSINESS, RESPONSIBILITY AND PRICE PROPOSAL – FORMAT, ORGANIZATION, CONTENTS

1. **FORMAT:** Submit (1) one electronic copy of all documents, with a hard copy of the Bid Bond mailed per instructions under paragraph L.1.C.4 of this section.
2. **ORGANIZATION:** Include a Table of Contents with folders and files for electronic formats named as follows:

PROPOSAL COVER LETTER

SF1442

AMENDMENTS

SECTION B PRICE SCHEDULE/MATOC BID SCHEDULE

SEED PROJECT PRICE PROPOSAL

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	59
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SF 24 BID BOND

BONDING CAPACITY

SECTION K REPRESENTATIONS AND CERTIFICATIONS

3. CONTENTS:

PROPOSAL COVER LETTER: All proposals must also be accompanied by a cover letter prepared on the Offerors company letterhead or stationery. At a minimum, the cover letter must identify the following:

- a. Company name, physical mailing address, e-mail address, telephone number
- b. Points of contact (Primary and an alternate)
- c. Provide telephone numbers and e-mail addresses for all points of contact
- d. List all company principals
- e. Number of years the firm has been in business
- f. Offeror / Company UEI number
- g. A list of present / current / on-going commitments, including dollar value of commitments.
- h. Financial Capability – Submit proof of financial ability with the most recent financial statement covering assets and liabilities. Include the name, address and telephone number of firms' banking institution(s).
- i. Provide the name, physical mailing address, e-mail address, telephone number, and DUNS number for any subcontractor identified in your proposal.
- j. Include acknowledgement of compliance with FAR Clause 52.219-14, Limitations in Subcontracting, including percentage of self-performance and percentage of similarly situated subcontractors.

SF1442: Standard Form 1442, Solicitation, Offer, and Award, (Construction, Alteration, or Repair): Complete blocks 14 through 20C only. An official having the authority to contractually bind the offeror's company must sign the SF 1442 in accordance with the procedures prescribed in FAR 4.102.

AMENDMENTS: Acknowledge all solicitation amendments using one of the methods set forth in Block 11 of Standard Form 30.

SECTION B PRICE SCHEDULE/MATOC BID SCHEDULE: Enter the proposed dollar amount for each line item in the Price Schedule for Yearly Rates 1-5 identified on page 5 of the Request for Proposal. (MATOC BINDING DIRECT LABOR RATES-MAXIMUM CEILING RATES PRICED PER YEAR)

SEED PROJECT PRICE PROPOSAL: Provide a separate Schedule of Values (SOV) for each line item/option identified on price schedule (See Section J) for SEED Project. After selection of awardee(s) during the evaluation phase, the lowest price proposal will be awarded the SEED Task Order.

SF 24 BID BOND: Submit Standard Form 24, Bid Bond duly executed between the offeror and the bonding company in the proposed amount of the seed project. Refer to clause 52.228-1.

BONDING CAPACITY: Offerors shall provide information that demonstrates the appropriate bonding capability for providing the services of this acquisition. Appropriate bonding is determined as \$1,000,000 construction bonding level (per task order) and \$4,000,000 construction bonding level (aggregate). This information shall be in the format of an official letter from an approved bonding company indicating the Offeror's bonding capacity on official letterhead.

SECTION K REPRESENTATIONS AND CERTIFICATIONS: Submit a completed copy of provision 52.204-8 shown in section "K" of this solicitation. Complete all required representations and certifications if they are not available at www.SAM.gov. Your firm must maintain current, active

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	60
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registration at www.SAM.gov to be eligible for award and you are encouraged to complete SAM registration before submitting your offer.

RESPONSIBILITY DETERMINATION: Provide the following information to support a responsibility determination in accordance with FAR Part 9.1:

1. Number of years your firm has been in business
2. Name, address and telephone numbers of three credit/trade references.
3. A list of present/current/on-going commitments, including dollar value of commitments.
4. Financial Capabilities - Submit proof of financial ability with the most recent financial statement covering assets and liabilities. Include the name, address and telephone number of firms' banking institution(s) and points of contacts who may be contacted to verify these capabilities.

(End of Volume II – Business, Responsibility and Price Proposal)

L.2 SUBMITTAL OF QUESTIONS

- A. All questions, requests for information, clarification requests, etc., must be submitted and received in writing no later than 4 pm December 16, 2022 with the subject line: "*LW MATOC, RFP Questions*". Email all questions to Kris O'Neil, Contract Specialist, at kris_oneil@nps.gov. Only written questions will be considered and responded to by the Contracting Office.
- B. Failure of a prospective offeror to submit any written questions will be construed to mean that the offeror fully understands all requirements of the solicitation. Answers to questions will be provided to prospective offerors via an amendment to the solicitation. All prospective offerors are advised that this solicitation will remain unchanged unless it is specifically amended in writing. If an amendment is issued, normal procedures relating to the acknowledgement and receipt of any such amendment as described in contract clause 52.215-1, Instruction to Offerors—Competitive Acquisition of this RFP shall apply.

L.3 SUPPLEMENTAL INSTRUCTIONS – PREPARATION OF PROPOSAL

The following proposal preparation instructions are in addition to the above, 52.236-28, Preparation of Proposals – Construction and Section M, Evaluation Factors for Award.

General

- A. The National Park Service (NPS) intends to conduct this acquisition by use of Competitive Source Selection Procedures in accordance with the provisions set forth in the Request for Proposal (RFP) and FAR Part 15. The Government intends to award to the Offeror(s) submitting a proposal under the Best Value process defined in FAR Part 15. The Government intends to award a minimum of six (6) indefinite-delivery, indefinite-quantity, (IDIQ) Multiple Award Task Order Contracts, and may award as many as it deems necessary, but reserves the right to make a single award if it is determined to be in the best interest of the Government
- B. The Government shall not award any contract if the resulting contract would not represent a "best value" to the Government using the Best Value Continuum Tradeoff Process defined at FAR 15.1.
- C. To assure timely and equitable evaluation of proposals, Offerors are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete proposal. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors and sub- factors. Failure to furnish a complete proposal, at the time of submission, may result in the proposal being unacceptable to the Government and eliminated from consideration for award.

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	61
---------------------	--------------------------------------	---	----

- D. Offerors are cautioned to submit adequate information to enable the evaluation committee to fully ascertain each offeror's capability to perform the requirements of this solicitation in accordance with section M. Commitments made in the proposal may become a part of the resultant contract.
- E. The Contracting Officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the Contracting Officer will review this determination and if, in the Contracting Officer's opinion, adequate price competition exists, no additional cost information will be requested and certification under FAR 15.406-2 will not be required. However, if at any time during this competition, the Contracting Officer determines that adequate price competition no longer exists, Offerors may be required to submit information to the extent necessary for the Contracting Officer to determine the reasonableness and affordability of the price.
- F. If an Offeror believes that requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the Contracting Division in writing (email is the preferred method) with supporting rationale. All concerns and questions shall be submitted to the Contract Specialist, Kris O'Neil at kris_oneil@nps.gov.
- G. This RFP does not commit the Government to any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to this solicitation. Note specifically that the Offeror will not be participating in a sealed bid procurement process under this acquisition method. Issuance of this RFP does not constitute an award commitment on the part of the Government.
- H. A proposal that merely reiterates or promises to accomplish the requirements of the RFP will be considered unacceptable. A proposal that is orderly and sufficiently documented will enable the Government to perform a thorough and fair evaluation. Proposals that fail to address any of the evaluation criteria shall be deemed incomplete, and the proposal may be removed from further consideration.
- I. Offerors are advised that the Government intends to award without discussions but reserves the right to hold discussions if determined necessary. Therefore, proposals should be submitted initially on the most favorable terms from a price and technical standpoint. Offerors should not assume they will be contacted or afforded an opportunity to clarify, discuss or revise their proposals.
- J. Proposals must set forth full, accurate, and complete information as required by this RFP, (including attachments), if applicable. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
- K. Offerors are required to provide data addressing all stated factors in the order and format provided. If an Offeror does not have data relating to a specific factor, it shall be clearly stated in the proposal. Proposals that do not clearly address all factors may be considered unacceptable and may not receive further consideration.
- L. Proposal shall be valid for a minimum of 120 calendar days after RFP due date. Offers providing less than 120 calendar days for Government acceptance may not be considered and may be rejected.
- M. To submit a proposal, Offerors must be registered in the System for Award Management (SAM) at <https://www.sam.gov>. The Government shall obtain offerors' representations and certifications through this system. Any offeror who is not registered in SAM at the time it submits its offer may have its offer removed without consideration.
- N. Electronic volumes must be submitted as separate files.

(End Supplemental Instructions)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	62
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the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <https://www.acquisition.gov>

(End of provision)

PROVISIONS INCORPORATED BY REFERENCE:

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)
52.211-6 BRAND NAME OR EQUAL (AUG 1999)
52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (NOV 2021)
52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (NOV 2021)
52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)
52.236-28 PREPARATION OF PROPOSALS—CONSTRUCTION (OCT 1997)

PROVISIONS INCORPORATED BY FULL TEXT:

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price, Indefinite Delivery-Indefinite Quantity, Single or Multiple Award contract resulting from this solicitation.

(End of provision)

52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)

(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)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(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 Female & Minority Participation for Each Trade:

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	63
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Refer to the following website for goals applicable to individual task order locations:

<http://www.dol.gov/ofccp/TAguides/consttag.htm>

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 *(to be determined at the Task Order level)*.

(End of provision)

52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT – CONSTRUCTION MATERIALS (MAY 2014)

(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.

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	64
---------------------	--------------------------------------	---	----

(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)

52.228-1 BID GUARANTEE (SEP 1996)

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

(b) The offeror shall furnish a proposal guarantee in the form of a firm commitment, e.g., proposal 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 proposal guarantees, other than proposal bonds—

- (1) To unsuccessful offerors as soon as practicable after the contract award; and
- (2) To the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the proposal as accepted.

(c) The amount of the proposal guarantee shall be 20 percent of the total proposal price or \$3M, whichever is less.

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

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

(End of provision)

52.233-2 SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR (SEPT 2006) (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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Tammy Gallegos, Regional Chief of Contracting and Financial Assistance
U.S. Department of the Interior
National Park Service, Regions 6, 7 & 8
tammy_gallegos@nps.gov

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	65
---------------------	--------------------------------------	---	----

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

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW, Room 6511, Washington, DC 20240.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) – ALTERNATE I (FEB 1995)

(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 will be scheduled based on the information provided in each individual Task Order.

(c) Participants will meet at the location provided for in each individual Task Order.

(End of provision)

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 Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION—DEPARTMENT OF THE INTERIOR (APR 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	66
---------------------	--------------------------------------	---	----

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

“This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal.”

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of provision)

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR CONTRACT Award

- A. The Government will conduct a source selection using the Best Value Continuum Tradeoff Process defined at FAR Part 15.1. The Contracting Officer (CO) will obligate and award a contract or contracts to the offeror(s) who submit(s) a proposal the Source Selection Authority (SSA) determines conforms to solicitation requirements; is fair and reasonable; and provides the best value to the government considering all evaluation factors combined as detailed below. For this acquisition, the CO is the SSA.
- B. The Government intends to award a minimum of six (6) indefinite-delivery, indefinite-quantity, (IDIQ) Multiple Award Task Order Contracts, and may award as many as it deems necessary, but reserves the right to make a single award if it is determined to be in the best interest of the Government.
- C. Additionally, pursuant to FAR 52.215-1(f), Contract Award, contained herein:
 - The Government may reject any or all proposals if such action is in the Government's interest.
 - The Government may waive informalities and minor irregularities in proposals received.
 - The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the CO later determines them to be necessary.
 - The proposals shall be reviewed for compliance with FAR Clause 52.219-14. If an offeror's proposal indicates self-performance and subcontracting to similarly situated subcontractors below the Limitation

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	67
---------------------	--------------------------------------	---	----

Percentage for construction, the government will inform the contractor of the error. If the offeror is unable to submit a compliant proposal, the offeror is ineligible for award.

E. Price: All non price factors when combined are approximately equal in value to price.

- i. SEED project, and proposed pricing in Section B will be evaluated using price competition, fair and reasonable pricing, and balanced pricing as described below. The SSEB will perform a price analysis on pricing/percentages provided in Section B and the total for the seed task order submitted by each offeror. The seed task order pricing will be included in the price trade-off analysis. The proposed seed project pricing will be evaluated using price competition, for fair and reasonableness, and that the binding rates submitted in response to Section B were correctly applied. The lowest priced seed project of firms selected to be awarded IDIQ contracts will determine who gets award of the seed project.
- ii. Reasonableness. Techniques and procedures described under FAR 15.404-1(b), Price Analysis, will be the primary means of assessing proposal reasonableness. The evaluation techniques described under FAR 15.404-1(c) through (g), as determined appropriate, may also be performed in further determining the reasonableness of the proposal. For a price to be reasonable, it must represent a price to the Government that a prudent person would pay in the conduct of competitive business. Normally, price reasonableness is established through cost and price analysis techniques as described in FAR 15.404, Proposal Analysis. For additional information, see FAR 31.201-3, Determining Reasonableness.
- iii. Unbalanced Pricing. All offers priced line items shall be analyzed to determine if prices are unbalanced. An offer may be rejected if it is determined that the lack of balance poses an unacceptable risk to the Government.

M.2 EVALUATION FACTORS

A. RELATIVE IMPORTANCE: For this source selection, Technical and Past Performance when combined are approximately equal in value to Price. All Technical/Non-Priced evaluation factors are considered equal for this source selection.

B. VOLUME I – TECHNICAL PROPOSAL

FACTOR 1 – TECHNICAL APPROACH AND MANAGEMENT PLANS

The Government will evaluate this factor to determine whether all proposal submission requirements have been met and whether the submission demonstrates that the offeror will efficiently and effectively pursue the work required under this solicitation. The thoroughness and quality of the submission, including all technical aspects described in the proposal instructions, will be evaluated and those clearly showing a well thought through plan for fulfilling the technical work of this project will be more favorably rated.

Proposals must address the offerors technical understanding of the overall contract requirements, and their commitment to accomplish all work in accordance with the contract solicitation. The offeror must clearly demonstrate that they have the technical and managerial capability, the necessary background and experience, supervision, equipment and qualified personnel in order to execute this contract that consists of the negotiation and construction of up to 15 multi-discipline projects being worked simultaneously. All proposals must individually address, and narratively describe and demonstrate the following as it pertains to the overall contract and individual task orders:

1. Quality Control
2. Project Management
3. Sub-contractor Management
4. Schedule
5. Remote / Isolated Project Locations
6. Safety & Security
7. Sustainability and Green Building
8. Customer Service

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	68
---------------------	--------------------------------------	---	----

FACTOR 2 – SEED PROJECT WORK PLAN AND SCHEDULE

The Government will evaluate this factor based upon whether the offeror completed the proposal submission requirements and whether the Work Plan and Schedule submission demonstrates that the offeror will efficiently and effectively pursue the work of this project. The thoroughness and quality of the submission, including all technical aspects described in the proposal instructions, will be evaluated and those clearly showing a well thought through plan for fulfilling the technical work of this project will be more favorably rated.

Construction schedules and narrative descriptions documenting (1) clear and efficient critical path and logical sequencing; (2) account for procurement lead-time, subcontractor/trade coordination, on-site storage and staging, resource and time constraints; and (3) demonstrate risk mitigation and successful completion within the required period of performance present lower levels of risk and will be more favorably rated. Schedules which do not demonstrate these attributes present higher levels of risk and will be less favorably rated.

FACTOR 3 – CONSTRUCTION TEAM/KEY PERSONNEL AND STAFFING

Construction Team/Key Personnel and Staffing: The prospective awardee(s) shall provide a comprehensive organization chart and staffing plan, showing the functional relationship of the team members, for all contractor personnel and primary subcontractors that will be utilized to fulfill the requirements of this contract. Please provide the total number, qualifications, and specific roles of the personnel that will be dedicated solely to this contract. There is no preprinted form for this submittal.

The offeror's proposed key personnel for this project (Project Manager, Superintendent and Quality Control Supervisor) qualifications, training and experience will be evaluated to determine if the proposed key personnel have the necessary skills and experience for successfully completing the proposed project. Key Personnel with more relevant experience will be more favorably rated.

FACTOR 4 – RELEVANT EXPERIENCE

Relevant Experience: Relevant experience is defined as contracts similar in size, scope, complexity, and contract type. The prospective awardee(s) shall provide documentation of no more than five recent previous relevant projects that shall, at a minimum, include the contract number and title, award and completion dates, name the customer and point of contact for the customer, the scope of the project, the magnitude of the project, and any specific information that demonstrates similarities with the work of this solicitation. Recent experience is defined as currently on-going, or completed within the past three (3) years of the solicitation close date. Submit a short, written narrative describing your firm's approach to completing the work (considering quality, timeliness and cost management). There is no preprinted form for this submittal.

- i. The Government will evaluate the depth, breadth, and relevance of previous similar experience. Prospective awardee(s) must clearly demonstrate experience with work similar to that required under this solicitation. Prospective awardee(s) must clearly demonstrate the necessary background, supervision, equipment and qualified personnel in order to execute this contract that consists of the negotiation and construction of up to 15 multi-discipline projects being worked concurrently / simultaneously. Information must be relevant and recent regarding the prospective awardee(s) actions under previously awarded contracts.
- ii. Single-discipline IDIQ contracts will not be considered to be similar to a SABER / JOC / MATOC contract, and will therefore not be relevant.

The Contracting Officer will evaluate the above information, with the help of the Evaluation Panel, to determine if the prospective awardee(s) is a responsible contractor with the key personnel and relevant experience to successfully complete the work.

FACTOR 5 – PAST PERFORMANCE PROPOSAL

Solicitation	Document No. 140P1222R0001	Document Title Lakewood MABO Construction MATOC	69
---------------------	--------------------------------------	---	----

The past performance of the offeror will be evaluated in the following areas:

1. Quality of Product / Service
2. Documentation Quality
3. Worksite Safety
4. Cost Control
5. Management Responsiveness
6. Contract Management

The Government may use all data provided by the offeror in this volume and data obtained from other sources, to include but not be limited to, Government-wide databases, in the development of performance confidence assessments. Past performance information on contracts not listed by the offeror may also be evaluated. The Government may contact references provided by the offeror, as well as any other source it identifies, and information received may be used in the evaluation of the offeror's past performance. While the Government may elect to consider data obtained from other sources, the burden of providing current, accurate and complete past performance information rests with the offeror.

During proposal evaluations, exchanges between the Government and offerors may occur to clarify the relevance of past performance information and/or address adverse past performance information which an offeror has not yet had an opportunity to respond to.

Past performance demonstrating higher levels of success and quality on more relevant projects similar in scope and magnitude to this solicitation present lower levels of risk and will be more favorably rated.

If an offeror has no past performance on similar work relevant to this solicitation, they will be evaluated neither favorably nor unfavorably.

C. VOLUME II – BUSINESS AND PRICE PROPOSAL:

1. **PROPOSAL COVER LETTER:** The Proposal Cover Letter will be reviewed for completeness in accordance with Section L instructions and award eligibility.
2. **STANDARD FORM (SF) 1442, SOLICITATION, OFFER, AND AWARD, (CONSTRUCTION, ALTERATION, OR REPAIR):** The SF-1442 will be reviewed for completeness.
3. **AMENDMENT ACKNOWLEDGEMENT:** Amendment acknowledgements will be reviewed for timely and proper acknowledgement.
4. **SEED PROJECT PRICE PROPOSAL:** Seed task order pricing will be included in the price trade-off analysis. Price analysis will be conducted in accordance with FAR 15.404-1(b), Price Analysis. The Seed Project price schedule will be evaluated during the proposal phase as stated in Section M(1)(E)(i) above. Evaluation techniques described under FAR 15.404-1(c) through (g), as determined appropriate, may also be performed to further determine reasonableness of the lowest price proposal for the SEED Project Task Order award.
5. **SF 24 BID BOND:** The SF24 Bid Bond will be reviewed for completeness and acceptability.
6. **BOND CAPACITY:** The Government will review the ability of the offeror to obtain the appropriate bonding. Appropriate bonding is determined as \$1,000,000 construction bonding level (per task order) and \$4,000,000 construction bonding level (aggregate). If the offeror cannot demonstrate a sufficient bonding capacity as described above, further consideration of the proposal will be terminated and the Offeror will be rejected.
7. **SECTION K REPRESENTATIONS AND CERTIFICATIONS:** Information will be reviewed for completeness and award eligibility.