


SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. P15PS00058	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 07/21/2015	PAGE OF PAGES 1 48	
	IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.				

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0040222453	6. PROJECT NO.
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7. ISSUED BY NPS, IMR - Northern Rockies MABO PO Box 168 Mammoth Supply Building #34 Yellowstone NP WY 82190	CODE PIR	8. ADDRESS OFFER TO Grand Teton National Park PO Box 170 Moose, WY 83012 Attn: Martin Hauch
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9. FOR INFORMATION CALL: 	a. NAME Martin Hauch	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 307-739-3448
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SOLICITATION

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

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

1. Solicitation P15PS00058 is for a Simplified Acquisition of Basic Engineering Requirements (SABER) contract for construction services (minor design), and will primarily be used for real property maintenance, repair, alteration, and/or new construction projects involving linear, underground water and waste water utilities and related work solely for the use in Grand Teton National Park and the John D. Rockefeller Jr. Memorial Parkway, Teton County Wyoming.
2. The NAICS Code is 237110; the Size Standard is \$36.5 million.
3. Magnitude of Construction for the contract (1 base year plus 4 options) is between \$5,000,000 and \$10,000,000.
4. This solicitation is set-aside 100% for Small Business Concerns. Offers will not be accepted from businesses that do not meet this qualification.
5. Offerors shall complete blocks 14, 15, 17, 18, 20a, 20b and 20c of this form (SF 1442). Do not complete blocks 30a, 30b or 30c. Reference Section L for specifics of bid submission.
6. Performance & Payment Bonds will be required within 10 days of issuance of each task order (FAR Clause 52.228-15).
7. Sections L & M (provisions) will not be part of the award document. Prospective offerors are encouraged to pay close attention to Section's L & M as it will provide instructions as to how the offer will be evaluated for award and what needs to be Continued ...

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

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES", indicate within how many calendar days after award in Item 12b.)</i>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12b. CALENDAR DAYS 0
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 08/21/2015 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. 1600 (hour) local time

b. An offer guarantee is, is not required.

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

d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected .

OFFER (Must be fully completed by offeror)

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

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.											
DATE.											

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

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA		
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
26. ADMINISTERED BY CODE <u>IR2</u> DOI, NPS, IMR - Grand Teton NP Admi PO Box 170 #1 Moose Warehouse Road Moose WY 83012	27. PAYMENT WILL BE MADE BY		

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
P15PS00058

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	<p>submitted by each offerer with their proposal.</p> <p>8. No site visit will be conducted, however interested vendors are encouraged to familiarize themselves with the geographical area of both of the park service sites where future task order work may be issued against.</p> <p>9. Contact information for the Contracting Officer is as follows: email - martin_hauch@nps.gov, Phone - 307-739-3448.</p> <p>Delivery: 09/29/2016</p> <p>Delivery Location Code: 0009060498</p> <p>NPS, Grand Teton NP Headquarters Warehouse Teton Park Rd. Grand Teton NP Moose WY 83012 US</p> <p>FOB: Destination</p> <p>Period of Performance: 09/30/2015 to 09/29/2020</p> <p>SABER Minimum Requirements Guarantee</p> <p>Period of Performance: 09/30/2015 to 09/29/2016</p>				

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SECTION A – SOLICITATION/CONTRACT FORM

Please refer to Standard Form 1442, proceeding pages 1-3.

SECTION B -- SUPPLIES AND SERVICES – PRICE SCHEDULES

B.1	PRICE SCHEDULES
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Table A

Coefficient	Standard and Adverse Working Conditions and Maximum Performance Distance	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
C1	Standard Coefficient For work locations within Grand Teton National Park					
C1.1	Adverse Work Coefficient For work locations within Grand Teton National Park					
C2	Standard Coefficient For work locations within John D. Rockefeller Jr. Memorial Parkway					
C2.1	Adverse Work Coefficient For work locations within Grand Teton National Park					

1. CONTRACTOR’S COEFFICIENT(S)

- 1.1.** The sum of all line item prices obtained from the CPG shall be adjusted by the contractor’s coefficient to obtain the total pre-priced cost of each task order. The coefficient may be an increase to the CPG prices (e.g. 1.10), a decrease (e.g., 0.90), or a net zero (e.g., 1.0).
- 1.2.** The coefficient must be formulated to include all contractor costs, including but not limited to the following: All of Division 1 of the R. S. Means Site Work and Landscape Cost Data pricing guides; contractor copies of the CPG, updates and training; Overhead & Profit (for both the prime contractor and any sub-contractors or suppliers); Mobilization / Demobilization; Bond Premiums; Insurance; Protection of government property to include any fencing or barriers inside or outside of a building; field surveying and preconstruction staking, utility locations, as-built research/site verification; Negotiations; Modification preparation costs (positive or negative); Costs for coordination and attendance at site visits; Expenses, charges, claims, fines, and/or fees incurred for compliance with any Federal, State, County, and/or City code, standard, regulation, or law (including environmental and/or tax laws); General & Administrative expenses; per-diem allowances including mileage to and from site for daily work (Meals, lodging, mileage and incidental expenses) – NOTE: lodging availability shall be stated in each task order and in general, lodging is NOT available on NPS Lands but may be in certain instances, stated in each task order; General and Sub-contractors expenses for transportation to and from the jobsite; one-year low bid price guarantee; and other associated contingencies.
- 1.3.** There shall be four coefficients authorized for use under this contract. The coefficients shall be for all SABER projects, which will require a minimum design effort. The most appropriate coefficient for each task order will be determined based on the National Park Unit (Grand Teton or John D. Rockefeller Jr. Memorial Parkway) in which the task order work site is located, under standard working conditions or under adverse working conditions. Standard or Adverse working conditions and the appropriate coefficient shall be as determined by each task order, and as STATED in each task order. The contractor shall provide four coefficients for the basic contract year and four coefficients for each possible option year. The cost for all services, fees, miscellaneous labor, materials, equipment, and “over-and-above costs”, shall be included in the coefficients unless expressly stated elsewhere in this SOW or overall contract. Dependent on updates, additions, deletions introduced by R. S. Means, the CPG line items for the base year and each of the four option years may not necessarily be the same. Adverse working conditions shall include work in and around areas that

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normally experience a heavy Park visitor presence, in and around concessioner operated areas (campgrounds, picnic areas, lodges, visitor centers, heavily used areas, etc.), congested areas, residential areas, NPS Operational areas (Moose, Moran, Colter Bay, etc.) and under conditions requiring special work considerations. The Adverse Coefficient shall be applied as stated in each task order solicitation, as required. If the Adverse Work Coefficient is not required per task order, the Standard Coefficient for work items shall be used for determining pricing. Adverse Work Coefficients shall include all items included in the standard working coefficient, in addition to general conditions requiring more work and level of effort than required in the standard general conditions. Additional considerations above the standard general conditions that shall be included in the Adverse Work Coefficient shall include items required when working in the above stated conditions. These items shall include multiple mobilizations, staging and stockpiling constraints, work phasing constraints (such as required when working in campgrounds where closing portions of the campground is allowed while keeping the majority open, and phasing work around a rotating schedule), short work windows allowing for work to be done only in spring in wet conditions before areas open to the public or in fall after operations have closed before winter, work in heavily trafficked areas requiring area closures and pedestrian and traffic control, and in areas affecting concessioned and NPS operations.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1	Purpose, Scope, Ordering Procedures and Project Management
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1. PURPOSE AND SCOPE

This is a Simplified Acquisition of Basic Engineering Requirements (SABER). All work associated with this SABER will be for Grand Teton National Park and John D. Rockefeller Jr. Memorial Parkway, located in Teton County, Wyoming. Both Grand Teton National Park and the John D. Rockefeller Jr. Memorial Parkway fall under the Intermountain Region of the National Park Service.

2. NUMBER OF AWARDS

Only one (1) Indefinite Delivery Indefinite Quantity (IDIQ) contract for minor Design/Build Services or Construction will be awarded against this solicitation.

3. CONTRACT PERIOD

The base contract period will run from date of award for 12 consecutive months. Definitive beginning and ending dates for the base contract period will be identified on the award document based on the actual award date.

Option periods exercised under this contract will run for 12 consecutive months (or until the maximum dollar amounts are reached) following the last day of the previous contract period. Definitive beginning and ending dates for the option periods will be identified on the award document based on the establishment of the actual base contract period. The government retains the right to determine whether an option year shall be exercised. Each contract option year shall only be exercised if the procuring Contract Officer (CO) finds that the contractor has been fully successful in the previous 12 month period. Total contract performance period shall not exceed 5 years (5 years and 6 months if FAR Clause 52.217-08, Option to Extend Services, is utilized).

Day one of each contract is the Contracting Officer signature date. The ordering period for each contract automatically ends upon the completion of the base period if the option period is not exercised. Modification to individual Task Orders may be issued after the expiration of the ordering period but prior to completion of the Task Order.

4. EVALUATION OF CONTRACTOR PERFORMANCE

An annual evaluation of contractor performance against the SABER contract will be conducted each year.

5. LIQUIDATED DAMAGES

Liquidated damages will be stated within each individual Request for Proposal issued for each Task Order.

6. PLACE OF PERFORMANCE/HOURS OF WORK

This contract is solely to support the National Park Service maintenance, repair, and construction of underground water and wastewater utilities requirements within Grand Teton National Park and the John D. Rockefeller Jr. Memorial Parkway. Standard work hours may vary, but the standard work hours for Task Orders (TOs) accomplished under this contract are 7:00 A.M. to 6:00 P.M., Monday through Friday, excluding federal holidays.

The contractor may request, at his option and at no additional expense to the government, to work during other than standard hours. Requests to work non-standard hours must be submitted in writing to the CO at least three workdays in advance. No work shall be accomplished during non-standard hours without written approval from the CO. Costs for work to be performed under these circumstances shall be calculated the same as standard work hours.

Costs for work that the government requires to be performed during other than standard hours shall be addressed during negotiations for each task order.

The contractor shall provide a primary and alternate point of contact (POC) that can be reached 24 hours a day, 7 days a week for emergencies. The individuals must have the authority to make binding decisions and commitments on behalf of the contractor, in response to emergency/exigent situations and conditions. The government must be given POC names and phone number(s) in the event an urgent problem or situation is encountered with one of the contractor's projects, and the POC's immediate response is required.

The contractor shall have a communications system (i.e. Cell Phones, Radios) that will allow the government to relay messages to, or obtain answers/responses from contractor personnel in the field. If cell phones are used for on-site communications, the contractor shall provide the appropriate numbers to the CO's Representative (COR). If radios are used for on-site communications, the contractor shall provide use of a compatible radio unit to the COR. The contractor shall also provide e-mail addresses for all key

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employees, which will allow electronic communications between the government and contractor key personnel. If work required by task order is located in remote area where no cell phone coverage exists, NPS shall issue a government furnished radio with communication available to dispatch in the event of emergencies.

7. TASK ORDERS

The general scopes of the task orders consist of any of the following: linear, underground utility installation or repair/maintenance or new construction; underground gravity or pressure sewage or storm water collection systems and related minor construction (leak detection and repair, line replacement or new installations using different methods, valve replacements, manhole repair/ replacement or installation, minor lift station replacement/repair/installation, leach/absorption field repair/ replacement/ installation, septic tank or collection tank repair/replacement/installation, testing and disinfection, connection to existing systems and buildings, etc.), underground water distribution systems and related minor construction (leak detection and repair, line replacement or new installations using different methods, valve replacement or installation, hydrant and meter replacement or installation, standard testing and disinfection, connection to existing systems or buildings, etc.), water well drilling, development, testing, and permitting, installation of new (simple, kit building or prefabricated) well houses and associated internal piping, valving, metering, water treatment, minor electrical connection (trenching, connection, etc.), internal building finishing (damp proofing, insulation). Work to emphasize replacement or new installation of underground utilities (water, waste water, storm water, minor electrical, miscellaneous conduit and pull string, etc.) using standard trenching, open cut methods, trenchless methods, pipe bursting methods, etc., including different pipe materials (new installation mainly to use HDPE, some existing pipe materials to be connected vary in material). Work to include minor, incidental electrical work (lift station, well house, relocation of utility, repair of damaged utility, etc.), minor plumbing work (connection to existing buildings), minor mechanical work, minor gas/propane distribution work, potential asbestos abatement (from existing, old pipe materials), minor water treatment chemical handling/installation, etc. and any required minimal design associated with all of the various aforementioned tasks. Also included shall be any incidental work required for completion of the aforementioned tasks, as required and as stated in each Task Order. All designs that require it shall be completed and stamped by registered design professionals, registered in the state in which the project is located and shall meet local, state, and federal regulations. Generally, all required engineering design work including stamping by professional engineers, shall be done by the government and provided to the contractor as part of each task order documentation, SOW (statement of work) drawings, specifications, and design elements. The contractor shall only occasionally be required to provide engineering designs including drawings in AutoCAD format, along with specifications, design calculations, and stamped by a professional engineer in the discipline for which covers the design and licensed in the state of Wyoming. Design work by the contractor shall be minimal and if required, would typically only encompass a small portion of each task order.

All work shall be done in strict accordance with the contract documents, as specified by each individual Task Order. Use of the SABER will provide the Government with services that can accommodate quick and straight-forward projects.

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.

The Government will provide a detailed scope of work to the Contractor describing 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. The Contractor shall use the information provided by the Government and submit a complete proposal.

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.

Task Order minimum and maximum limits are \$10,000 and \$2,000,000, respectively. The total combined contract capacity under the SABER contract is valued at \$10 million.

The Government hereby obligates itself to obtain not less than \$10,000 in services per SABER contract for the life of the contract.

7a. ORDERING PROCEDURES FOR TASK ORDERS

When the Government requires work under the SABER contract; a Request for Proposal (RFP) will be issued. The RFQ shall include information concerning the statement of work, guide specifications, drawings, attachments, information pertaining to a site visit,

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design requirements for design-build projects, evaluation criteria, and any other requirements for submission (e.g. proposal requirements, bid schedule, etc.).

Contractor attendance at walk-throughs is considered vital to preparation of competitive and cost-effective offers, and to understanding the total results desired by the Government. Failure to attend walk-throughs 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.

The Contracting Officer reserves the right to make attendance at walk-throughs mandatory for specific Task Orders.

NOTE: Performance and Payment Bonds will be required for each individual task order in the amount of the award. Once Bonds are approved the Notice to Proceed will be issued.

Task Orders will only be issued by the Contracting Officer. The Task Order becomes binding when the Contracting Officer signs the Order. A Notice to Proceed (NTP) will be issued separately after receipt of acceptable payment and/or performance bonds, if required.

The Government's payment for the Fixed Price Amount of individual Task Orders shall constitute full compensation to the Contractor for- (1) Furnishing all plant, labor, equipment, appliances, and materials; and (2) Performing all operations required to complete the work in conformity with the drawings, specifications and/or Statement of Work. The Contractor shall include in their proposal costs of all work required by drawings, specifications and/or Statement of Work.

8. PLANS AND SPECIFICATIONS

The Government may provide the contractor one copy of plans/specifications and Statement of Work upon issuance of each Task Order as appropriate or deemed necessary. All further reproduction costs shall be at the Contractors expense. The Government will provide these as hard copies or as electronic media, such as e-mail or CD ROM. When directed, the contractor shall complete Government drawings or provide design drawings for design/ build projects.

9. PROJECT MANAGEMENT AND OVERALL RESPONSIBILITIES:

Contractor's Project Manager: The Contractor's Project Manager shall oversee task accomplishment, administer all instructions, and answer all questions from the Contracting Officer pertaining to the tasks during the life of the contract. The Project Manager shall be responsible for the complete coordination of all work under this contract. The Project 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.

The Contractor shall be responsible for all site surveys, construction staking, calculations, work plans, construction actions; equipment startups, and testing, repair, and/or training required for satisfactory completion of the work as required by each individual Task Order. This shall include, but not be limited to, providing labor, equipment, materials, applicable engineering documentation, and other necessary services and/or products for the construction, implementation, or testing that may be required by the individual Task Order.

10. 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.

11. DOCUMENTATION

The Contractor shall implement, maintain, and control a system for identification, preparation, reproduction, distribution, and maintenance of all documentation, dates and information necessary for its internal management as well as for Government management of the individual projects and the total program.

12. SUBMITTED SURVEYS, STUDIES, PROPOSALS, AND WORK PLANS

All surveys, studies, proposals, and work plans submitted to the Contracting Officer become the property of the Government.

13. DESIGN/BUILD

The intent of this contract is only to include minimal or incidental design as part of its scope. The contract will not be subject to the Brooks Act.

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14. ASBESTOS AND LEAD-BASED PAINT

When work is in areas suspected of containing asbestos or lead-based paint, the Contractor shall notify the Contracting Officer immediately. If asbestos and/or lead-based paint is encountered during the course of a project, work shall cease immediately and the Contracting Officer shall be notified.

14. PUBLIC AFFAIRS

The Contractor shall not publicly disclose any data generated or reviewed under this contract. The Contractor shall refer all requests for information concerning site conditions to the Contracting Officer for comment.

15. COMPUTERIZED PRICING GUIDE (CPG)

All task order prices shall be based on specific sections of the latest R. S. Means Master Union Composite Database, Site Work and Landscape Cost Data price book (as listed below). Estimates shall be developed and produced using the current year, and most recently updated, R. S. Means Master Union Composite Database Site Work and Landscape Cost Data book, and the e4Clicks software estimating platform. The combination of the most recently updated R. S. Means Site Work and Landscape Cost Data Price Book, and the e4Clicks Pro software estimating platform is hereafter referred to as the Computerized Pricing Guide (CPG). The CPG as configured here, constitutes a distinct cost database specific to the maintenance, alteration, repair, and construction of sewage and waste collection systems, water distribution systems, and incidental and related facilities, and includes an aggregate quantity from the R.S. Means Unit Price Book for Site Work & Landscape Cost Data.

Line item prices for each work item shall include bare costs for labor, materials, and equipment, without markups for overhead and/or profit. Labor and material costs for each line item shall be adjusted by the R.S. Means city cost index weighted average, for Yellowstone National Park – nearest indexed city. Equipment costs shall be adjusted within each division by the city cost index for the nearest indexed city (Yellowstone National Park). All line items in the CPG shall be considered to include allowable waste. No additional quantity shall be added for scrap or waste (for example: the contractor cannot use “20 linear feet” as a line item quantity when the actual length on the drawings is 12 ft even, if that material only comes in 20 foot lengths). Actual square footage quantities measured shall be used for quantity take-offs. No additional quantity shall be added due to the contractor believing that the line item does not adequately compensate for the work involved. Line items in the CPG shall be considered all-inclusive. No additional expenses will be allowed to be added to a CPG line item for manufacturing, shipping, installation, or similar costs (for example mold charges for split face block, shipping costs of large equipment, etc). The contractor’s coefficient shall be the means to account for overhead and profit, scrap, waste, and any other additional costs.

It shall be the sole responsibility of the contractor to acquire the CPG estimating software packages (seat licenses), and any required training in the use of the software for contractor operations. The contractor shall be responsible for installation of timely updates and upgrades to the CPG. The contractor shall be responsible for setting up a support plan account with the CPG software vendors, for the purpose of answering technical questions on the use of the estimating software and database.

The government reserves the right to provide Government Furnished Material (GFM) that is on hand to be used by the contractor to complete a task order. If GFM is used for a task order, only actual labor hours from the CPG shall be utilized in computing the installation costs. GFM will be identified in each task order SOW, where applicable.

There are several sections in the CPG cost database that the contractor shall not use for any task order under this contract. The contractor shall account for these costs in the contract coefficients. The contractor shall not use any line items in the Division 1, “General Requirements” section of the CPG. Division 1 contains such items as equipment rental, mobilization and demobilization (of the main contract and/or of most equipment for individual task orders) man-hour costs, day-to-day construction site inspection, construction aids, consultant and engineering costs, project management, quality control, temporary construction, etc.

16. NON PRE-PRICED (NPP) ITEMS

Some task orders may require specialized equipment or work items that are not provided for in the CPG. Costs for these items shall be negotiated separately based upon documented direct and indirect costs, and submitted as necessary, within individual task order.

Standard NPP Line Items: If the contractor is asked to do work that is not listed in the CPG, he will submit with his task order proposal NPP line item proposals. The intent of any NPP line item is to supplement the CPG with additional and/or specific-vendor line items and to pay the contractor for the actual cost of that material/equipment. The contractor shall provide catalog cut sheets and 3 written quotations to support the price proposal for NPP work. When submitting a quote for material, the contractor will be required to do all research just as with normal material quotes. Use of other than the lowest quotation will require written justification from the contractor. The labor rate used to determine installation costs shall be the rates listed in the CPG. The total labor hours on each NPP submittal shall be based on similar work in the CPG, and shall be negotiable by the government. Standard NPP line items do not adjust annually. Any anticipated annual increase in material costs for NPP items, should be addressed and reflected in the contractor’s

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coefficient proposed for each contract year.

After negotiations, the actual samples (or cut sheets) of these items will be submitted to the government for final approval. Upon approval, they will be placed on a master submittal log for use in any future task order. When required for a future project, the item will then be referred by the assigned CPG line item number, and included with all other pre-priced items. When an NPP is used in a task order, it will be multiplied by the contractor’s coefficient, just as any other CPG line item. The total non-priced cost shall be added to the total pre-priced cost with coefficient to obtain the total task order amount.

17. SPECIAL PRICING ITEMS (SPI’s)

Some task orders may require specialized equipment or work items that are not provided in the listed R.S. Means select line items from the Site Work and Landscape Cost Data book, however, these items are intended to be extensively used throughout the duration of this SABER contract. These items shall be considered SPECIAL PRICING ITEMS (SPI’s) and shall include items related to Composite Well House construction. SPI’s shall be pre-priced items, similar to the aggregate line items listed in the CPG from the R.S. Means Site Work and Landscape Cost Data Book. SPI’s shall consist of the appropriate line items from the R.S. Means Site Work and Landscape Cost Data Book required to build the cost assembly for the listed SPI, when applicable, and other items not included in RS Means, as required by each task order. Task orders containing SPI’s shall require the awardee to provide specific design data related to each SPI. All SPI’s shall be priced as lump sum unit costs as required for each task order containing these items. SPI’s listed herein shall be individually priced as part of each task order. In addition, all SPI’s contained herein and contained in the CPG shall require each offeror provide specific information required for the design, construction, supply, and installation of all SPI’s and related items. Offeror’s shall provide narratives on the technical approach as required by each task order for each SPI. Design information to include, but not be limited to, drawings (11”x17” CAD Drawings showing architectural, structural, electrical, mechanical, civil, etc. drawings for the construction of and function of each listed SPI), Statement of Work (SOW) providing a description of how each SPI shall be constructed and how each component is tied to each other in conjunction with all applicable specifications as required. Design information shall include all required design calculations, drawings, specifications, document preparation, and stamped design information by a registered Structural Engineer, PE in the state of Wyoming, as required. Each proposal shall include a full set of 11x17 AutoCAD Drawings (hard copy) along with all design calculations and specifications all in hard copy format, for each copy of proposal submitted. Any and all design costs and document production required as part of developing the SPI designs shall be included in the cost for each SPI, as required. Any work item or equipment not listed as an SPI or not included in the CPG shall be considered a Non Pre-Priced Item (NPP – see section 5)

Upon approval, SPI’s will be placed on a master submittal log for use in any future task order. When required for a future project, the item will then be referred by the assigned CPG line item number, and included with all other pre-priced items. When an NPP is used in a task order, it will be multiplied by the contractor’s coefficient, just as any other CPG line item. The total non-priced cost shall be added to the total pre-priced cost with coefficient to obtain the total task order amount.

18. TASK ORDER PACKAGE DESIGN & SUBMISSION TIME FRAMES

The contractor shall provide the government with the proper paperwork within the following time frames for the following project magnitudes. These time frames start after the site visit is accomplished. The estimation fee for SABER Projects is not indicative of the level of work that is required to prepare the contractor’s bid at each, or any of the project magnitude levels. The estimation fee is instead intended as earnest money from the requesting User and for the contractor to bring the task order from design inception to low bid, as well as to hold the Task order until actual construction funds arrive or 365 calendar days (whichever comes first). The estimation fee is subtracted from the final negotiated proposal amount in order to determine funds needed for final contract award. In other words, the estimation fee is not over and above the negotiated low bid. The contractor shall follow the following time frames for each task order.

Project Magnitude		Initial T.O. Package Due (After Site Visit)	Final T.O. Package Due (After Site Visit)
A	\$0 to \$100,000	5 Calendar Day	15 Calendar Day
B	\$100,001 to \$200,000	7 Calendar Day	17 Calendar Day
C	\$200,001 to \$500,000	7 Calendar Day	17 Calendar Day
D	\$500,001 to \$750,000	10 Calendar Day	22 Calendar Day

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E	Greater Than \$750,001	10 Calendar Day	25 Calendar Day
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Table B

All site visits, regardless of estimated project magnitude, are to be coordinated, scheduled, and held approximately 5 calendar days after receipt of the Task Order RFQ.

19. TASK ORDER SOW LEVEL OF EFFORT

The contractor shall submit a SOW that is sufficiently detailed to adequately describe all work and work areas for that particular Task order. Generally, the SOW required by the contractor is a reiteration or reflection of the Government provided SOW from the RFQ, but may contain more details and technical approach including timing of activities and proposed schedule, as well as additional activities not defined in the government SOW. After the government’s approval of the contractor’s SOW, the contractor shall prepare his proposal for accomplishment of the work within the time periods outlined in this SOW. The contractor’s project proposal shall include the contractor-developed Statement Of Work and be supported by all necessary documentation to indicate that adequate engineering design and planning to accomplish the required work has been performed. The government shall provide adequate engineering design and planning in the RFQ level SOW, drawings, design, and specifications, however, there may be project design activities as well as permitting activities required by the contractor and shall be accounted for in their SOW. The contractor’s SOW shall not be approved until the government finds that it adequately describes the work required to be accomplished in the task order. The narratives shall include listing the type of construction proposed and its major components, descriptions of the types of systems which will support the work, major equipment that will be provided, and additional site work that will be required, structural work or other incidental construction required or unusual conditions and contractor recommendations. The contractor shall state which proposed SPI’s are required by task order, and shall provide all required design and produce all required drawings and specifications and include in their provided SOW.

20. DESIGN PHASE SITE VERIFICATION

This should be the first thing that the contractor references when working on a new task order. The government shall provide as-builts, floor plans, design drawings, and/or details for the contractor’s use. However, it is ultimately the contractor’s responsibility to verify actual “as-built” conditions and request any as-built drawings (if available), that would be applicable to the project. The government will not award a Task order modification to reimburse work to correct a contractor construction omission that was highlighted on government as-builts or that was readily apparent at the construction site. Full responsibility is on the contractor to ensure that his work adequately reflect existing conditions on-site.

21. TASK ORDER PROPOSAL LEVEL OF EFFORT

The following are examples of documentation which shall be included with all SABER task order proposals: equipment catalog cuts sheets and specifications for submittals; any required SPI drawings with necessary details to show line item quantities; all required SPI Design calculations and required specifications and submittals; two paper copies and one electronic copy of the detailed cost estimate from the CPG; and material submittals for all non-priced items. These items are examples and are not exclusively representative of the minimum requirements of a complete proposal package. The contractor shall submit as much documentation as is necessary to substantiate line item quantities and provide the government with the necessary paperwork to evaluate the complete package. Whether the contractor has provided suitable paperwork to allow for a government technical evaluation of his proposal shall be a decision made on a case-by-case basis.

22. NEGOTIATED CONSTRUCTION EQUIPMENT

If there is a disagreement between the government and contractor during negotiations about construction methods or desired equipment to be used as part of a task order, the method that is negotiated shall be used on-site per negotiations. If the contractor determines post-award an alternate method of construction for project completion, the contractor will request such a change in writing to the CO for a CO Decision. Generally, the contractor shall utilize equipment that shall cause the least amount of ground disturbance as well as the most expeditious manner, and provides for best value to the Government while performing work activities.

23. SPI DESIGN COMPLIANCE

All drawings, details, calculations and/or notes pertaining to any and all SPI Design shall indicate compliance with the most recent versions of the following codes/construction guidelines: International Building, Plumbing, and Mechanical Codes; Uniform Fire Code; National Electrical Code; and the American’s With Disabilities Act (ADA) standards. However, the contractor’s responsibility to design to all applicable codes/regulations is only waived with the specific written approval of the CO. Design submittal approval by the government does not waive the contractor from meeting all applicable codes, guides, laws, and regulations, as it is the contractor’s contractual responsibility to ensure adherence. It is the contract intent to approve one of each SPI that shall be utilized thereon for each consecutive task order, as required. However, some variance between task orders shall require site specific design for each SPI

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to some degree, while the majority of SPI design shall be reusable from task to task.

24. DRAWING LEVEL OF EFFORT REQUIREMENTS

If or when drawings are required to be produced by the contractor as part of a task order for development of any and all required SPI's, the following Level of Effort Requirements shall be incorporated. Design work under this SABER contract shall be limited only to any SPI's included in a task order. In general, SPI's shall be priced at the time of task order solicitation and design for pricing and technical evaluation purposes. Pricing for all SPI's shall be provided for the duration of the SABER and design work shall be included in each SPI unit price. Each subsequent task order containing SPI's shall have full designs provided as part of each task order RFQ. All work involving the design of any listed or required SPI's shall include adequate design submittals as follows:

25. CIVIL/STRUCTURAL

As required for SPI's: construction of composite well house and appurtenances. This shall include all structural details including all design drawings, calculations, submittals, QC/QA, and any alternative design requirements. Design to include all framing, foundation, geotechnical, roof system, wall/roof/floor/window/framing/door connection details, loading requirements (based on any and all applicable codes) – calculations, drawings, specifications, and requirements. Drawings to include as many details as required to construct composite well house as stated in above Performance Specifications, 6.1. Design to include all structural drawings as required, stamped by a licensed structural engineer PE within the state of Wyoming.

Include all connections to existing utilities, site plans, existing utilities, and site constraints and considerations on drawings, specifications, and any required calculations.

26. LANDSCAPING/REVEGETATION

Drawings indicating areas of ground disturbance including SPI's requiring any landscaping or revegetation work. This shall include identifying areas (in square feet) of disturbance, and showing a detail that requires these areas to be ripped or scarified to a depth of 12" if possible, and having on site salvaged topsoil placed to a depth of 6", if possible, or as otherwise required by task order drawings and specifications.

Landscaping, in general, is a vital part of each project's success within Grand Teton National Park. Each task order shall include landscaping and revegetation items, specific to each task order. However, importance of this work item cannot be over stressed. As such, allowances have been made in the CPG to include pricing lines for topsoil stripping and stockpiling and placement along with soil preparation. If not otherwise stated in any task order, any area to have ground disturbance shall have all topsoil removed and stockpiled. Stockpiles not to exceed 3' in height, and shall have be free of any excess vegetation material. Roots are ok to remain. Upon completion of ground disturbing activities, areas to receive new topsoil (any previously disturbed ground) shall be ripped to a depth of 12" minimum, and shall be free of rocks in excess of 4" and larger. Topsoil shall be placed to a depth not less than 6" on top of prepared ground. NO vehicles or equipment shall be operated on grounds that have received topsoil. Payment for work not associated with SPI's shall be calculated as part of ground disturbing activity assembly using the CPG items appropriate for topsoil stripping, stockpiling, placement, and surface preparation. Pricing for landscaping and revegetation work shall be included in each SPI, as required. Seeding, planting, plant salvage, shall generally be done by NPS personnel, unless otherwise stated in each task order.

27. MECHANICAL/PLUMBING

Specific to SPI, Composite Well House and Appurtenances: Design submittals shall show all calculations used in determining capacities of mechanical systems (HVAC system design/sizing, electrical loading/sizing, etc). Mechanical drawings shall include vents, unit heaters, exhaust fans, manually operated dampers, water piping (raw, cold, potable), plumbing fixtures, sanitary sewer. Drawings and design shall incorporate all process and chemical treatment piping and mixing, as required by task order drawings and specifications. Required SPI's performance specification shall dictate a certain degree of required piping and chemical mixing; however, task order specific documentation shall be required to finalize designs.

28. ELECTRICAL

Provide design and product cut sheets specifics to SPI's composite well house, SCADA systems, and electronic well control systems. All circuits for lighting controls, outlets and placement, C/T cabinets, meter sockets, panels and circuitry, grounding and lightning arrestors, all SCADA system design and layout, pump motor controllers and soft start systems, well power supply and all well house power and distribution as required in each task order.

All SCADA system information and layout including antennae placement and connection for telemetry systems.

Methods and tabulations used in sizing conductors, conduits, protective devices and other equipment shall be included. When tables that are used in the design are taken from publications, the title, source and date of the publication shall be indicated.

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All electrical and SCADA required information shall be as designated in each SPI performance specification as well as each task order drawings and specifications.

NOTE: Any other necessary drawings not specifically listed above shall be submitted as soon after project award as possible. All civil, structural, mechanical, or electrical drawings shall be stamped by the applicable engineer prior to submittal to the government, if required or applicable.

29. ADHERENCE TO STANDARDS

The contractor is responsible for ensuring that each project meets requirements of the SABER general specifications, and all other applicable standards or common practice. If a discrepancy exists between any codes, standards, or practices, the contractor shall notify the government and use the most stringent requirement. Neither the CO, COR or any other Park Unit personnel, has the personal authority to waive health & safety codes, construction law, code, or regulation. Any work that is later found to not meet codes, regulations and/or standards that were in force at the time of task order award shall be reworked at no extra cost to the government.

30. DRAWING SUBMITTALS

When required by task order or RFQ, the contractor shall complete all drawings using AutoCAD 2014 software (or fully compatible, and government authorized equal) and utilizing the Standard D (24" X 36") drawing format. The contractor shall upgrade to a more recent version of AutoCAD as directed by the government. Purchase cost of the AutoCAD software shall be built into the contractor's coefficient. An NPS standard cover page and title blocks shall be used on all submitted drawings, samples of which will be provided to the contractor after contract award. All drawings shall include graphic scales, plot style tables (w/ pen assignments), and be drawn at a minimum 1" = 40' engineering, or 1/4" = 1' architectural scale with 1/8" high minimum lettering. All submitted Drawings shall conform to the NPS CAD Standards as developed by NPS DSC, available for download at <http://www.dsc.workflows/CAD/cadstandards.pdf>. Construction drawings shall only be required as part of design effort for technical design of SPI's and for as built drawings.

31. SABER CONSTRUCTION DRAWINGS

Upon award and when required by task order or RFQ, the contractor shall submit one half-sized set of drawings (Marked "PRELIMINARY CONSTRUCTION SET") for government review and approval. Upon issue of the Notice to Proceed, the contractor shall submit three copies (one full sized and two half sized) of the approved construction drawings (Marked "CONSTRUCTION SET"). The reduced drawings shall include the following note on all four borders of all pages: "DRAWINGS REDUCED ONE HALF SIZE". The contractor shall have a CONSTRUCTION SET of drawings on-site at all times for all task orders to allow for contractor, sub-contractor, or government reference and/or for red-line purposes. Construction drawings shall only be required as part of design effort for technical design of SPI's and for as built drawings.

32. AS-BUILT DRAWINGS

At completion of a project and when required by task order or RFQ, the contractor shall provide the government with one half-sized set of drawings (Marked "PRELIMINARY AS-BUILTS") indicating all construction changes to the government for approval. The contractor shall include in all as-built drawings GPS coordinates of all buried utility lines, valve boxes, etc and the corners of all concrete pads/buildings in order to facilitate integration of these drawings into the NPS drawing system. All drawings that were submitted as part of the construction set (to include all drawings by third-party designers such as structural, fire sprinkler, etc) shall be included in the as-built set of drawings. Once approved, the contractor shall submit two copies of AutoCAD as-built blue lines, and one set of Mylar drawings, incorporating all changes made from the CONSTRUCTION SET of drawings, as well as a CD containing the AutoCAD As-Built drawings. CD copy of the as-builts shall also contain all submitted drawings (including third party) and a plot style table (w/ pen assignments). All as-builts shall include a common cover sheet with the project number, project name, and project location. Project location shall be clearly indicated on a full size map of the Park Unit.

33. TASK ORDER/PROJECT AWARD AND CONSTRUCTION

The government may issue the contractor an RFP for project estimation and negotiation, without obligating the government to execution of the work. This negotiated cost shall remain unchanged for one calendar year from the date the negotiations were finalized and signed. The contractor agrees that the government is not obligated to issue the contractor a task order for the construction of a project that has been negotiated. All materials submitted to the government in the contractor's task order proposals will remain the property of the government after the task order has been awarded for construction or estimation. Upon government acceptance of a contractor's proposal with negotiated estimate, the contractor may invoice after 60 days for the appropriate estimation fee the bid schedule, if the estimation fee has not already been paid. NOTE: An up-front estimation fee shall not be required to initiate or bring any task order through to final accepted proposal.

34. ESTIMATE GUARANTEE

If, within one year of contract negotiations, the government elects to have the contractor construct the project, the total project price will be adjusted downward in an amount equal to that already invoiced and paid for under the design. Please note that all line items for negotiated task orders shall be guaranteed by the contractor for one calendar year. The contractor shall not be allowed to renegotiate or submit new or updated material costs for any line items on any contracts that are awarded within 365 calendar days of final negotiation. Any anticipated material price fluctuations shall be built into the contractor’s coefficient and not hedged into individual task orders. Any material cost quotes (not otherwise listed in the CPG) in individual task orders SHALL BE the actual cost of that material at the time the proposal was submitted. If the government cannot independently verify the material quotes listed by the contractor, these quotes shall be re-solicited by the contractor to reflect only actual material costs. If the contractor anticipates that some material suppliers will not guarantee their prices for 365 days, this should be considered as a factor in calculating the four contract coefficients.

Project Magnitude		Estimation Fee (% Of Negotiated Cost)
A	\$0 to \$100,000	1.25%
B	\$100,001 to \$200,000	1.00%
C	\$200,001 to \$500,000	0.75%
D	\$500,001 to \$750,000	0.50%
E	Greater Than \$750,001	0.25%

Table C

35. CONTRACT YEAR

All estimates will reflect the coefficient factor as of the time of submission. If the coefficient factor changes within the one year negotiated period and the government elects to construct the project, the resulting task order and any modifications will be amended to reflect the coefficient factor in effect at time of award.

36. CONTRACT PERFORMANCE PERIOD

The contractor shall be given a contract performance period based on each individual task order and associated Statement of Work. Performance periods do not take into account operating season or site restrictions due to ongoing Park or Concession operations (work within a campground or Lodge area affecting seasonal utility work).

The awarded performance period shall be negotiated down from the maximums listed above as is appropriate to reflect actual contract requirements. If a task order includes long lead time items such as large water, wastewater, or mechanical equipment, performance periods longer than those listed below can be negotiated on a case-by-case basis. In order to consider a longer performance period, the contractor shall show through a performance schedule projection that the long lead time equipment shall significantly impact the project. If the contractor chooses to work nights and/or weekends in order to complete a T.O. on schedule, no extra compensation will be negotiated. Operating season for construction activities shall be the only time included in the performance period, unless specified work can be accomplished outside of this season (interior work during winter). Typical weather at Grand Teton National Park and John D. Rockefeller Jr. Memorial Parkway includes over 100” of snow with low temperatures in excess of 20 degrees below zero (Fahrenheit) for extended periods. Typical winters can range from November through April, with snowfall and freezing temperatures often in September through June. For typical weather ranges, seasonal highs and lows and precipitation, visit <http://www.weather.gov/>

37. CONTRACT NOTICE TO PROCEED

The contractor should anticipate that a Task Order pre-construction meeting (pre-con) will be scheduled within approximately 2 weeks of contract award (with the notable exception of the end of the fiscal year when pre-cons will usually be delayed until after October 1st). The construction Notice to Proceed (NTP) is then issued the same day as the pre-con, unless site conditions warrant otherwise or the government requests a delay. Regardless of any delays, all contract NTP’s shall be issued no later than 90 days of award in order to meet the government’s “Bona Fide Need” Rule. Any delays in issuing the contract NTP shall be at the discretion of the CO, after consultation with the government Project Manager (and contractor representative, if necessary). Because the submittal/review of the construction drawings is part of the contractor’s performance period, there shall be no delay in issuing the NTP due to a delay in the

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contractor's issuance of the final CONSTRUCTION SET of drawings, if required. At no time shall the contractor request an extension to the performance period due to a delay in his staff issuing construction drawings, unless the contractor can demonstrate to the CO that the delay is solely or in part due to the fault of the government. The contractor shall anticipate a time period of approximately 10 calendar days for government receipt, processing and review.

38. ENVIRONMENTAL PAPERWORK

The contractor is responsible for ensuring all environmental permits are in place, including air quality permits, Storm Water Pollution Prevention Plan (SWPPP), and all associated paperwork for Wyoming DEQ permits, US Army Corps of Engineer Permits, Wyoming State Engineer's Office permits and forms. The contractor is required to follow all applicable county, state, and/or U.S. government statutes, laws, codes, and regulations. All paperwork, labor hours, and filing costs inherent in following these laws shall be included in the contractor's coefficient. Copies of all environmental paperwork shall be provided to the government as a material submittal. The NPS will be responsible for obtaining all permits referenced in this paragraph except for the SWPPP.

39. AUTHORIZATIONS TO DIG

The contractor shall be responsible for processing and obtaining all required authorizations and clearances to dig (digging permits), and obtaining Wyoming One Call location services. Once a construction site has been marked, it is the contractor's responsibility to maintain the markings. If work does not commence on-site within 30 calendar days of the Wyoming One Call approval and the contractor has not maintained the Wyoming One Call markings, the contractor shall request a re-stake PRIOR to commencing actual site work. No extension of the task order performance period shall be approved due to a contractor's decision to not start contract work within 30 days of Wyoming One Call approval. Any and all costs of construction blue staking and potholing to verify utility locations shall be calculated as a part of the contractor's coefficient.

40. UTILITIES SHUTDOWNS, WORK INTERRUPTIONS, AND STREET CLOSURES

The contractor shall provide a minimum notice of 5 calendar days prior to any utility shutdowns and 10 calendar days for any road closures. In addition, if it becomes necessary to interrupt the work activities of personnel at the project site, for construction purposes. The contractor shall immediately notify the COR and/or CO if underground utility lines are severed or damaged in anyway. Any utilities that are cut by the contractor within three feet on either side of a Wyoming One Call marking will be repaired at no cost to the government. The contractor shall hand-dig for all utilities within the three foot distance of all utilities.

41. CONTRACT MATERIAL/EQUIPMENT SUBMITTALS

The contractor shall set up a Master Submittal List for items that they will be regularly used throughout the contract. The materials submittal list provided for individual projects shall be submitted to the government within 7 calendar days of the project NTP. Submittal approval by the government does not waive the contractor from meeting all applicable guides, codes and regulations as it is the contractor's responsibility to ensure code adherence. The contractor shall submit to the CO, Safety Data Sheets (SDS) for all anticipated hazardous material usage (e.g. paint, adhesives, solvents, sealants, paint thinners, refrigerants, pesticides, compressed gases, etc) for approval by government technical personnel. Once the SDS have been approved for a specific material, it will not have to be resubmitted for the duration of the contract, unless the chemical content is changed by the manufacturer.

42. CONTRACT CHANGES

If the government introduces changes that the contractor considers to be non-minor, the contractor must immediately notify the CO in writing. Non-minor changes are to be construed as those which would have an effect on the final cost of the specific task order. This notification must be accompanied by supporting written justification of the contractor's position and include a proposal. If the CO determines the change to be non-minor, the contractor will be equitably compensated for the change as negotiated. No contract modifications shall be given if the contractor did not properly design the contract to meet applicable construction codes/guidelines. All contract modifications that include requests for performance period extensions must include justification that the work included will affect the critical path of the contract.

43. BENEFICIAL OCCUPANCY INSPECTION

If government need requires occupancy of a site or facility prior to 100% completion under a task order, the government reserves the right take beneficial occupancy. Once a task order project reaches the point where the government user is able to move in, or requests to begin use of the facility, a Beneficial Occupancy (BO) walk will be scheduled. It is requested that any contract punch lists that are identified at this time will be completed within a three week period. If punchlist items are found that will require more than three weeks to complete, the government retains the right to end the BO walk and reschedule at a later date. A beneficial occupancy inspection shall not be considered a final inspection and does not stop the performance period clock on a task order.

44. CONSTRUCTION COMPLETION

Upon completion of all contract work, the government will schedule a Final Inspection walkthrough of the facility / project site. All unacceptable, damaged work elements (Punchlist Items), identified by the government and contractor during the final inspection, will be documented by the contractor. Punchlist items shall not require more than 5 calendar days to correct, repair or replace. If longer

than 5 calendar days will be required, the final inspection should be terminated. The government retains the right to terminate a Final Inspection if the severity or nature of any punchlist item indicates that a Final Inspection is premature, or if in the opinion of the CO, the number of punchlist items is excessive. The task order is not considered to be “Final” with the performance period clock stopped until a Final Inspection is completed. Upon final inspection, the contractor can bill up to 95% of the contract amount. The final 5% is held back until all close out paperwork is completed. This paperwork includes, but is not limited to material submittal registers, as-builts, dump tickets, installed equipment lists, asbestos abatement summaries, compaction results, and etc. The contractor shall submit all close-out documents as one complete submittal package. The government will neither accept a partial submittal of the close-out paper work nor a partial billing of the final 5% of the task order. The government shall only approve payment of the final 5% on the task order when all close-out documents have been received and approved by government technical personnel. The government estimates that the preparation time for all close-out documents in a task order package will take approximately one month. All warranties including the standard one-year construction warranty on all task order work and five-year roof warranties (addressed in the SOW), shall be submitted with the close-out documentation submittal. All costs associated with these close out activities shall be included in the contractor’s coefficient.

45. ADEQUATE SUB-CONTRACTORS & CONTRACTOR STAFF

The prime contractor shall retain a suitable group of sub-contracting staff in order to adequately complete any project or amount of projects that the government may award. The contractor shall retain an ample amount of sub-contractors in each discipline in order to keep up with the pace and quality of work required. Similarly, the contractor shall not be granted a longer performance period during task order negotiations or request a performance period extension because he does not retain adequate staff or sub-contractors to properly handle project workloads.

Task Order Award Timeline/Schedule

	A	B	C	D	E
	\$0 to \$100,000	\$100,001 to \$200,000	\$200,001 to \$500,000	\$500,001 to \$750,000	Greater Than \$750,001
Contractor Schedules and holds site visit	Within 5 days after receipt of T.O. RFQ	Within 5 days after receipt of T.O. RFQ	Within 5 days after receipt of T.O. RFQ	Within 5 days after receipt of T.O. RFQ	Within 5 days after receipt of T.O. RFQ
Contractor Submits Initial T.O. Package	Within 5 days after site visit	Within 7 days after site visit	Within 7 days after site visit	Within 10 days after site visit	Within 10 days after site visit
Government Review/ Comments	Within 5 days after receipt of Initial T.O. Package	Within 5 days after receipt of Initial T.O. Package	Within 5 days after receipt of Initial T.O. Package	Within 5 days after receipt of Initial T.O. Package	Within 5 days after receipt of Initial T.O. Package
Contractor Submits Final T.O. Package	Within 5 days after receipt of Government Review / Comments	Within 5 days after receipt of Government Review / Comments	Within 5 days after receipt of Government Review / Comments	Within 7 days after receipt of Government Review / Comments	Within 10 days after receipt of Government Review / Comments
Refined IGE submitted	Due at same time as contractor’s final T.O. Package	Due at same time as contractor’s final T.O. Package	Due at same time as contractor’s final T.O. Package	Due at same time as contractor’s final T.O. Package	Due at same time as contractor’s final T.O. Package
Negotiate	Within 3 days	Within 3 days	Within 3 days	Within 3 days	Within 3 days
Award	Within 3 days	Within 3 days	Within 3 days	Within 3 days	Within 3 days
Total # of Days (Maximum)	26 Days	28 Days	28 Days	33 Days	36 Days

Table D

46. SITE CLEANUP

Although the government understands that a construction site is by nature not clean, the NPS desires to have work sites that are as clean, free of construction debris, and uncluttered as possible. For this reason, the contractor shall clean work sites continuously to adhere to basic cleanliness and safety standards, and all FAR clauses for site cleanup, as well as for all Park specific regulations for food and waste storage for Grizzly Bears. This shall include but is not limited to cleaning all haul routes and using covers for trucks hauling fill material. The contractor shall respond to all government requests to clean the site within 1 hour. Ultimately it will be the CO, and not the contractor, who will determine what, constitutes a clean work site. The contractor shall clean all painted walls, installed flooring (vacuum and shampoo carpet & sweep and polish hard flooring), windows, doors, cabinets, etc prior to contract

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final. Any and all construction site cleaning shall be included in the contractor's coefficient.

47. CONSTRUCTION BARRIERS & FENCING

Construction fencing shall be included in the contractor's coefficient and shall be provided on all construction projects, unless specifically told otherwise. The fencing is intended not only for site safety and cleanliness, but also for aesthetic purposes. All worksite fencing shall include government-approved screen material to hide the work site from visitors and Park Unit personnel. The contractor shall determine the fencing requirement and area to be screened during the design phase of each task order for the government's review and approval. The contractor shall respond to government requests to clean up or fix a downed fence at a job site within 1 hour. For the purpose of this contract, the definition of "construction fencing" shall be any barrier that the contractor has to erect for site safety, cleanliness (drop clothes, plastic, etc), screening, and/or protection of government- or contractor-owned material inside or outside of any facility. Orange, plastic, perforated "snow fence" shall not be considered to be acceptable alternative for job-site fencing.

48. SITE WORK AND CLEARING ACTIVITIES

The contractor shall not stockpile excavated dirt or other material from one project site and use it at another job site without the written approval of the CO. If the contractor or the government wishes to reuse excavated dirt, asphalt millings, etc from another construction site, line items will be negotiated for loading, hauling & spreading only (or other line items as applicable). The contractor shall not remove excavated material from the job site unless stipulated in the task order SOW. The contractor shall typically be asked to salvage topsoil from project locations for placement at the same location following construction activities. Proper salvaging, storing, stockpiling and placement activities shall be task order specific.

49. CONSTRUCTION TESTING

All costs of concrete, asphalt, compaction, soil proctoring, or site any required testing will be included as line items in the contractor's proposals. The contractor shall use the prices shown in the CPG under "Testing and Inspection Services", for any testing line items. Any line items included in this section dealing with normal day-to-day construction inspection of a job site shall not be used on any task order.

50. SITE SAFETY

The contractor shall use the most recent edition of the U.S. Army Corps of Engineer Safety & Health Manual (EM385-1-1) as the standard for their safety program. During work on a task order, the contractor "owns" the job site and is therefore responsible for any site conditions or work practices that cause any accidents and/or damage to government- or contractor-owned property. It is the contractor's responsibility to protect the site in order to keep unauthorized personnel out and to keep work practices up to all applicable standards in order to prevent on-site mishaps or damage.

51. ENVIRONMENTAL TESTING

The contractor shall provide complete environmental testing (asbestos/lead-based paint/etc) as part of their design and the results shall be provided to the government. All testing and reports shall be a part of the contractor's coefficient and shall be performed during task order design in order to supply the government with a complete bid. However, the contractor shall include all abatement/remediation costs, as determined by the testing reports; in all proposals (i.e. remediation costs are NOT to be included in the contractor's coefficient).

52. PLANS AND SPECIFICATIONS PROVIDE BY THE NPS

The Government may provide the contractor one copy of the construction drawings and Statement of Work (with pertinent supplemental specifications) upon issuance of each Task Order as appropriate or deemed necessary. All further Reproduction costs shall be at the Contractors expense. The Government will provide these as hard copies or as electronic media, such as e-mail or CD ROM.

53. PLANS AND SPECIFICATIONS REQUIRED SUBMITTALS

For Construction Only Projects: The NPS will not require any plans and specifications other than those typically required on Construction Projects (i.e. Mark ups to As-Built), and for task order RFQ's involving SPI's (contractor to create drawing sets for each SPI as required by task order. NPS shall provide all necessary drawings, plans, and specifications common to most construction projects.

54. DESIGN BUILD PROJECTS

NPS shall provide all required engineering services and drawings and specifications for each task order, with the exception of required engineering and drawing and specification development for all included SPI's.

55. SHOP DRAWINGS AND SUBMITTALS

The Contractor is responsible for preparation of all shop drawings, material submittals, and as-builts for each Task Order in

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accordance with requirements contained therein.

56. PROGRAM MANAGEMENT, PROJECT MANAGEMENT, AND OVERALL RESPONSIBILITIES

The Contractor shall execute work under the direction of a Contract Manager approved by the CO. The firm's Contract Manager shall be designated in writing. The Contract Manager shall be responsible for overall management and coordination of this contract and be the central point of contact with the Government for performance of all work under this contract including warranty.

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.

Overall Responsibility: The Contractor shall be responsible for all site surveys, calculations, work plans, construction actions; equipment startups, and testing, repair, and/or training required for satisfactory completion of the work as required by each individual Task Order, if not already provided by the NPS. This shall include, but not be limited to, providing labor, equipment, materials, applicable engineering documentation, and other necessary services and/or products for the construction, implementation, or testing that may be required by the individual Task Order.

57. 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, if not provided by the NPS as part of an individual task order. 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.

58. DOCUMENTATION

The contractor shall implement, maintain, and control a system for identification, preparation, reproduction, distribution, and maintenance of all documentation, dates and information necessary for its internal management as well as for Government management of the individual projects and the total program.

59. PRESENTATION AND MEETINGS

Times and locations of presentations and/or meetings shall be identified in each individual Task Order.

60. SAFETY AND HEALTH PROGRAM

Site activities performed in conjunction with this program may pose safety hazards which require specialized expertise to effectively address and eliminate. The Contractor shall be responsible for preparing and implementing an effective safety and health program, to include a generic site safety and health plan prepared if required by the Task Order specifications.

61. QUALITY CONTROL PLAN

The contractor shall develop, implement, and document an effective quality control plan. This site quality control plan shall be submitted to the CO 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.

62. 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 coefficient.

63. AS-BUILTS

The contractor may be required to prepare existing condition drawings, which reflect the project current condition. At the completion of the construction, the Contractor shall submit as-built final drawings. Depending on scope, contractor may be required to submitted as-builts electronically in AutoCAD.

64. SUBMITTED SURVEYS, STUDIES, PROPOSALS, AND WORK PLANS

All surveys, studies, proposals, and work plans submitted to the CO become the property of the Government.

65. ENVIRONMENTAL PROTECTION

The Contractor shall perform all work in such a manner as to minimize the pollution of air, water, or land and to control noise and dust

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within reasonable limits and in accordance with federal, state, and local environmental laws.

66. SITE SECURITY

The contractor shall provide site security (fencing, lighting, or guard services) as required by each Task Order. However, at a minimum, the Contractor shall maintain the site and all other Contractor-controlled areas in such a manner as to minimize the risk of theft, vandalism, injury, or accident. The Contractor shall comply with site security regulations.

67. ACCIDENT REPORTS

The Contractor shall comply with accident reporting requirements as required by local, state or federal authorities. A copy of all accident reports shall be submitted to the COR within 24 hours of the incident occurrence.

68. Davis Bacon Wage Determinations

Davis Bacon Wage Rates will be incorporated into the base year of the SABER IDIQ award and will apply to each task order issued against the contract. Wage rates will be updated when/if each option year is exercised.

69. Winter Exclusion

Due to seasonal weather conditions anticipated at a work site, a winter exclusion period may be incorporated at the task order level. The RFP sent to the contractor will indicate the anticipated winter exclusion period as set specific dates. No work is required during the exclusion period. Any performance period stated as winter exclusion, shall not be calculated as part of the performance period of the task order, or used to assess any damages by either party due to the authorized shut down period. The contractor and government may alter the winter exclusion period after award of a TO if agreeable to both parties. Any change will be made by mutual agreement based on actual weather conditions and only if beneficial to both parties. Any change to the winter exclusion dates initially set shall change the calculation of performance days.

70. REFERENCES

The publications listed below form the basis for the construction work under this contract. Additional references may be identified as required in each Task Order. Work done under individual Task Orders shall utilize the latest issue of the publication dated at the time of the Task Order award. When a required publication is not referenced in this list or the Task Order, the Contractor shall utilize one that has national applications. Where conflicts arise between publications, the most stringent shall apply. All design and construction shall comply with the following codes, standards and regulations listed below. All codes and standards from the listed organizations shall be followed. The listing below is not all-inclusive, but shows the more relevant standards and codes to be used.

International Code Council Codes (ICC):

- International Building Code
- International Residential Code
- International Fire Code
- International Mechanical Code
- International Plumbing code
- International Fuel Gas Code
- International Energy Conservation Code

National Fire Protection Association Codes (NFPA):

- NFPA 70 - National Electrical Code
- NFPA 101 - Life Safety Code
- NFPA 72 - National Fire Alarm Code
- NFPA 54 - Nation Fuel Gas Code
- NFPA 13 - Installation of Sprinkler Systems
- NFPA 13D - Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes
- NFPA 13R - Standard for the Installation of Sprinkler Systems in Residential Occupancies
- NFPA 58 - Liquefied Petroleum Gas Code
- NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems
- NFPA 90B - Standard for the Installation of Warm Air Heating and Air-Conditioning Systems

Occupational Safety and Health Standards (OSHA):

- Part 1910 - Occupational Safety and Health Standards (10-01-1997)
- Part 1926 - Occupational Safety and Health Standards for Construction
- 3096 Asbestos Standard for the Construction Industry (2002)
- 3115-06R Underground Construction (Tunneling) (2003)
- 3146 Fall Protection in Construction (1998)

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3256-07N Fire Service Features of Buildings and Fire Protection Systems (2006)

Federal Regulations and Executive Orders:

EO 12759 Federal Energy Management
EO 13101 Greening the Government through Waste Prevention, Recycling, and Federal Acquisition
EO 13123 Greening the Government through Efficient Energy Management
EO 13148 - Greening the Government through Leadership in Environmental Management
EO 13221 - Energy-Efficient Standby Power Devices (07-31-2001)
Energy Policy Act of 2005

Code of Federal Regulations:

10 CFR Part 435 Energy Performance Standards for Federal buildings
10 CFR Part 436 Federal Energy Management and Planning Programs

Accessibility:

Americans with Disabilities Act of 1990
Architectural Barriers Act Accessibility Standard (ABAAS)
Architectural Barriers Act Accessibility Guidelines (2004)

Miscellaneous:

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
ANSI C2 National Electric Safety Code
AMERICAN SOCIETY OF HEATING, REFRIGERATING, AND AIR CONDITIONING ENGINEERS (ASHRAE)
ASHRAE Standard 62.1 Ventilation for Acceptable Indoor Air Quality
ASHRAE Standard 90.1 Energy Standards for Buildings except Low-Rise Residential Buildings
ASHRAE Handbooks: Fundamentals, HVAC System and Equipment, HVAC Applications, Refrigeration.
American Concrete Institute: All standards and Manual of Concrete Practices to be followed.
American Conference of Industrial Hygienists: Industrial Ventilation, A Manual of Recommended Practices
Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA)
Hardware Manufacturers Association (BHMA)
American Hardware Manufacturers Association (AHMA)
Door and Hardware Institute (DHI)
American Welding Society (AWS)
Steel Door Institute (SDI)
Concrete Reinforcing Steel Institute (CRSI)
Construction Specifications Institute (CSI)
Western Wood Products Association (WWPA)
American Plywood Association (APA) now Engineered Wood Association (EWA)
American Concrete Pipe Association (ACPA)
American Wood Preservers Institute (AWPI)
Wood Truss Council of American
Tile Council of America (TCA)
Underwriters Laboratories (UL)
Truss Joist Institute (TJI)
Brick Industry Association (BIA)
National Concrete Masonry Association (NCMA)
Gypsum Association (GA)
Metal Building Manufacturers Association (MBMA)
National Electrical Manufacturers Association (NEMA)
American Association of State Highway Transportation Officials (AASHTO)
American Concrete Pipe Association (ACPA)
American Institute of Timber Construction (AITC)
Asphalt Institute (AI)
Cast Iron Soil Pipe Institute (CISPI)
Concrete Pipe Association (CPA)
Forest Stewardship Council (FSC)
Architectural Woodwork Institute (AWI)
Modular Systems Building Council (MSBC)
North American Insulation Manufacturers Association (NAIMA)

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ASTM American Society for Testing and Materials:

American Institute of Steel Construction (AISC)

National Emission Standards for Hazardous Air Pollutants (40 CFR, Part 61).

FEDERAL STANDARDS, FED STD 313A Material Safety Data Sheets, Preparation and the Submission.

In addition to the above, the contractor shall ensure that all State and Local Regulations, Publications, and Executive Orders are adhered to and complied with as well.

SECTION D – NOT USED

SECTION E -- INSPECTION AND ACCEPTANCE

E.1	52.252-2	Clauses Incorporated By Reference	FEB 1998
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This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: <http://www.acquisition.gov/far> , <http://farsite.hill.af.mil/>

52.246-12	Inspection of Construction	AUG 1999
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996

SECTION F -- DELIVERIES OR PERFORMANCE

F.1	52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
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The Contractor shall be required to

- (a) commence work under this contract within **(will be stated in each task order)** after the date the Contractor receives the Notice to Proceed,
- (b) prosecute the work diligently, and
- (c) complete the entire work ready for use not later than _____. The time stated for completion shall include final cleanup of the premises.

The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

F.2	52.211-12	Liquidated Damages—Construction.	SEPT 2000
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(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages (LDs) to the Government in the amount of **(will be stated in each task order)** for each calendar day of delay until the work is completed or accepted.

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

F.3	DIAPR 2010-14	Contractor Performance Assessment Reporting System, Amendment 1	JUL 2010
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(a) 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.

(b) 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.

(c) We request that you furnish the Contracting Officer 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. The report information must be protected as source selection sensitive information not releasable to the public.

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(d) When your Contractor Representative(s) (Past Performance Points of Contact) 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 <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 - 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 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." Your response is due within 30 calendar days after receipt of the CPAR.

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

(1) 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 Contracting Officer for instructions.

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

(3) 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.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer 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 30-day review period.

(h) 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.

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1	1452.204-70	Release of Claims – Department of Interior	JUL 1996
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(a) 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.

G.2	Contract Administration	
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Contracting Officers, Contract Specialists and Contracting Officer's Representative(s) are stated below.

Contracting Officer:	Martin Hauch
Office Phone:	(307) 739-3448
Email:	martin_hauch@nps.gov
Mailing Address:	Grand Teton National Park P.O. Box 170 Moose, Wyoming 83012 Attn: Martin Hauch
Shipping Address:	Grand Teton National Park #1 Moose Warehouse Road

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Moose, Wyoming 83012
Attn: Martin Hauch

G.3	DOI-AAAP 0028	Electronic Invoicing and Payment Requirements - Invoice Payment Platform (IPP)	APR 2013
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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, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. 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:

THE VENDOR SHALL UTILIZE THE ATTACHMENTS FEATURE ON THE LOWER RIGHT HAND CORNER OF THE IPP INVOICING SCREEN TO ATTACH A COPY OF THEIR REGULAR VENDOR INVOICE TO SUBSTANTIATE THE REQUEST FOR PAYMENT. THE CONTRACTING OFFICER RESERVES THE RIGHT TO REJECT THE REQUEST FOR PAYMENT UNTIL THE DOCUMENTATION IS PROVIDED.

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) prior to the contract award date, but no more than 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)

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1	IMR2009-01	Prohibition of All Terrain Vehicles (ATV)s -- Intermountain Region	JUN 2009
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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.

H.2	1452.201-70	Authorities and Delegations	SEPT 2011
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(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.

The COR for each task order will be identified as each Task Order is issued.

(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.

H.3		Archeological Findings	
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Petroglyphs, artifacts, burial grounds or remains, structural features, ceremonial, domestic, and archeological objects of any nature, historic or prehistoric, found within the construction area, are the property of and will be removed only by the Government. Should

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Contractor's operations uncover or his employees find any archeological remains, Contractor shall suspend operations at the site of discovery; notify Contracting Officer immediately of the findings; and continue operations in other areas. Included with the notification shall be a brief statement of the location and details of the findings. Should the temporary suspension of work at the site result in delays, or the discovery site require archeological studies resulting in delays or additional work for Contractor, he will be compensated by an equitable adjustment under the General Provisions of the Contract.

H.4	Conduct of Operations	
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At all times, the Contractor shall conduct his organization in conformance with the rules and regulations promulgated by the Secretary of the Interior for the National park Service, and with such appropriate regulations as the Superintendent may prescribe. Work on Saturdays, Sundays, Federal holidays or at night may be performed only with the prior consent of the Contracting Officer. No signs or advertisements shall be displayed on the construction site or within the park except with approval of the Contracting officer.

H.5	Preservation of Historical and Archeological Data	
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- (a) The Historic and Archeological Data Preservation Act of 1974, provides for the preservation of historical and archeological data that might otherwise be lost as the result of alterations to the terrain caused by a federal or federally licensed activity or program.
- (b) If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any possible historical or archeological data, objects or sites of cultural value on the project area, such as historical ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the Contracting Officer in writing, giving the location and nature of the findings. No objects of cultural resource value may be removed.
- (c) Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance and/or changes in the work. If such delays and/or changes are ordered, the time of performance and contract price shall be adjusted in accordance with the Changes clause.
- (d) The Contractor will be responsible for protecting the cultural resources within the effected area from damage. In addition, the contractor will be liable for all damage to the identified cultural resources caused by their actions or the actions of their agents or representatives. The Contractor shall immediately notify the Contracting Officer or his representative if any damage occurs to any cultural resource and immediately suspend work in the area in which damage has occurred until authorized to proceed.
- (e) The Contractor agrees to insert this paragraph in all subcontracts that involve the performance of work on the terrain of the site.

SECTION I -- CONTRACT CLAUSES

I.1	52.252-2	Clauses Incorporated by Reference.	FEB 1998
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This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.farsite.hill.af.mil/> or <https://www.acquisition.gov/>.

52.202-1	Definitions.	NOV 2013
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.	SEPT 2006
52.203-7	Anti-Kickback Procedures.	MAY 2014
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.	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct.	APR 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	JUL 2013
52.204-13	System for Award Management Maintenance.	JUL 2013
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts.	JAN 2014

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52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	AUG 3013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	DEC 2014
52.211-13	Time Extensions.	SEPT 2000
52.215-2	Audit and Records-Negotiation.	OCT 2010
52.215-8	Order of Precedence-Uniform Contract Format.	OCT 1997
52.217-2	Cancellation Under Multiyear Contracts.	OCT 1997
52.219-6	Notice of Total Small Business Set-Aside.	NOV 2011
52.219-8	Utilization of Small Business Concerns.	OCT 2014
52.219-14	Limitations on Subcontracting.	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation.	JUL 2013
52.222-3	Convict Labor.	JUN 2003
52.222-4	Contract Work Hours and Safety Standards -Overtime Compensation.	MAY 2014
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work	MAY 2014
52.222-6	Construction Wage Rate Requirements.	MAY 2014
52.222-7	Withholding of Funds.	MAY 2014
52.222-8	Payrolls and Basic Records.	MAY 2014
52.222-9	Apprentices and Trainees.	JUL 2005
52.222-10	Compliance with Copeland Act Requirements.	FEB 1988
52.222-11	Subcontracts (Labor Standards).	MAY 2014
52.222-12	Contract Termination-Debarment.	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	MAY 2014
52.222-14	Disputes Concerning Labor Standards.	FEB 1988
52.222-15	Certification of Eligibility.	MAY 2014
52.222-21	Prohibition of Segregated Facilities.	APR 2015
52.222-26	Equal Opportunity.	APR 2015
52.222-27	Affirmative Action Compliance Requirements for Construction.	APR 2015
52.222-35	Equal Opportunity for Veterans.	JUL 2014
52.222-36	Affirmative Action for Workers with Disabilities.	JUL 2014
52.222-37	Employment Reports on Veterans.	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	DEC 2010
52.222-50	Combating Trafficking in Persons.	MAR 2015
52.222-54	Employment Eligibility Verification.	AUG 2013
52.222-55	Establishing a Minimum Wage for Contractors.	DEC 2014
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts.	JAN 1997
52.223-3, Alt I	Hazardous Material Identification and Material Safety Data – Alternate I (JAN 1997).	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information.	MAY 2011
52.223-6	Drug-Free Workplace.	MAY 2001
52.223-10	Waste Reduction Program.	MAY 2011
52.223-15	Energy Efficiency in Energy-Consuming Products.	DEC 2007
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.	MAY 2008
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases.	JUN 2008
52.227-1	Authorization and Consent.	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts.	DEC 2007
52.228-2	Additional Bond Security.	OCT 1997
52.228-5	Insurance-Work on a Government Installation.	JAN 1997
52.228-11	Pledges of Assets.	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds.	MAY 2014
52.228-14	Irrevocable Letter of Credit.	NOV 2014
52.229-3	Federal, State, and Local Taxes.	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts.	MAY 2014
52.232-17	Interest.	MAY 2014
52.232-23	Assignment of Claims.	MAY 2014

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52.232-27	Prompt Payment for Construction Contracts.	MAY 2014
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations.	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	DEC 2013
52.233-1, Alt I	Disputes – Alternate I (DEC 1991).	MAY 2014
52.233-3	Protest after Award.	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim.	OCT 2004
52.236-2	Differing Site Conditions.	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work.	APR 1984
52.236-5	Material and Workmanship.	APR 1984
52.236-6	Superintendence by the Contractor.	APR 1984
52.236-7	Permits and Responsibilities.	NOV 1991
52.236-8	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
52.236-14	Availability and Use of Utility Services.	APR 1984
52.236-15	Schedules for Construction Contracts.	APR 1984
52.236-17	Layout of Work.	APR 1984
52.236-21, Alt I	Specifications and Drawings for Construction –Alternate I (APR 1984).	FEB 1997
52.236-26	Preconstruction Conference.	FEB 1995
52.236-27	Site Visit (Construction)	FEB 1995
52.242-13	Bankruptcy.	JUL 1995
52.242-14	Suspension of Work.	APR 1984
52.243-4	Changes.	JUNE 2007
52.243-5	Changes and Changed Conditions.	APR 1984
52.244-6	Subcontracts for Commercial Items.	APR 2015
52.245-1	Government Property.	APR 2012
52.245-9	Use and Charges.	APR 2012
52.246-21	Warranty of Construction	APR 1984
52.248-3	Value Engineering-Construction.	OCT 2010
52.249-2, Alt I	Termination for Convenience of the Government (Fixed-Price) – Alternate I (SEPT 1996).	APR 2012
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms.	JAN 1991

I.2	52.216-18	Ordering.	OCT 1995
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- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award.
- (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.
- (a) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3	52.216-19	Order Limitations.	OCT 1995
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- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
- (1) Any order for a single item in excess of \$2,500,000.00;

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(2) Any order for a combination of items in excess \$2,500,000.00; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(c) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4	52.216-22	Indefinite Quantity.	OCT 1995
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(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 five (5) years, six (6) months from the date of award.

I.5	52.217-8	Option to Extend Services.	NOV 1999
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The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

I.6	52.217-9	Option to Extend the Term of the Contract.	MAR 2000
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(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years, six (6) months.

I.7	52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction.	FEB 1999
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(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

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trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade **7.5%**

Goals for Female Participation for Each Trade **6.9%**

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 [*Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the state, county, and city*].

I.8	52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Products.	MAY 2008
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(a) Definitions. As used in this clause—

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

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

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

- (1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and
- (2) Submit this estimate to the Contracting Officer.

I.9	52.225-9	Buy American-Construction Materials .	MAY 2014
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(a) *Definitions.* As used in this clause-
"Commercially available off-the-shelf (COTS) item"-

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

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

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

“Component” means an article, material, or supply incorporated directly into a construction material.

“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-

(3) 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

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

“Domestic construction material” means-

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

(2) A construction material manufactured in the United States, if-

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

“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 component test of the Buy American statute is waived for construction material that is a COTS item. (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 item or to the construction materials or components listed by the Government as follows: none

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

(c) Request for determination of inapplicability of the Buy American statute.

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

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

[Include other applicable supporting information.]

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

I.10	52.228-15	Performance and Payment Bonds--Construction	OCT 2010
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(a) Definitions. As used in this clause--

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the:

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U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
401 14th Street, NW, 2nd Floor, West Wing
Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

I.11	52.252-6	Authorized Deviation in Clauses	APR 1984
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Authorized Deviations in Clauses (Apr 1984)

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

(b) The use in this solicitation or contract of any clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

I.12	1452.215-70	Examination of Records by the Department of the Interior	JUL 1996
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For purposes of the Examination of Records by the Comptroller General clause of this contract (FAR 52.215–1), 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.

I.13	1452.203-70	Restrictions on Endorsements.	JUL 1996
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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.

I.14	1452.228-70	Liability Insurance – Department of Interior	JUL 1996
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(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:

(i) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 is required.

(ii) General liability: The contractor is required to obtain bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(iii) Automobile liability. The contractor is required to obtain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(iv) Builder's Risk: The contractor is required to obtain builder's risk insurance in a minimum amount of \$1,000,000.

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(v) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- (a) 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.

I.15	1452.236-70	Prohibition Against Use of Lead-Based Paint - Department of Interior	JUL 1996
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(a) 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.

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment 1: Construction Wage Determinations Teton County, WY (Heavy)	4 Pages
Attachment 2: Construction Wage Determinations Teton County, WY (Building)	5 Pages
Attachment 3: Past Performance Information and Questionnaire	8 Pages

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SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1	52.252-1	Solicitation Provisions Incorporated by Reference.	FEB 1998
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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
<http://www.acquisition.gov/far> , <http://farsite.hill.af.mil/>

52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	SEPT 2007
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014

K.2	52.204-8	Annual Representations and Certifications.	DEC 2014
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- (a) (1) The North American Industry classification System (NAICS) code for this acquisition is **237110**.
- (2) The small business size standard is **\$36.5M**.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (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 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification 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) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

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(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.

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

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

(vii) 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.

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

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

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

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

(xii) 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.

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

(xiv) 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.

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

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

(xvii) 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 \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxi) 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 certifications are applicable as indicated by the Contracting Officer:

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

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database 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

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

(End of Provision)

K.3	52.236-28	Preparation of Proposals – Construction.	OCT 1997
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(a) Proposals must be

- (1) submitted on the forms furnished by the Government or on copies of those forms, and
- (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including --

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of Provision)

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SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1	52.252-1	Solicitation Provisions Incorporated by Reference.	FEB 1998
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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far> or <http://farsite.hill.af.mil/>.

52.204-7	System for Award Management	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.211-6	Brand Name or Equal	AUG 1999
52.215-1	Instructions to Offerors – Competitive Acquisitions	JAN 2004
52.216-27	Single or Multiple Awards	OCT 1995
1452.215-71	Use and Disclosure of Proposal Information – Department of Interior	APR 1984

L.2	52.216-1	Type of Contract	APRIL 1984
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The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

L.3	52.225-10	Notice of Buy American Requirement-Construction Materials.	MAY 2014
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(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American-Construction Materials” (Federal Acquisition Regulation (FAR) clause [52.225-9](#)).

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

L.4	52.228-1	Bid Guarantee	SEPT 1996
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(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

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

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

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

(c) The amount of the bid guarantee shall be **20 percent** of the bid price or **\$2.5 million**, whichever is less.

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

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

L.5	52.233-2	Service of Protest Department of the Interior (JUL 1996)(Deviation)	SEPT 2006
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(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 **Martin Hauch, PO Box 170, Moose WY 83012**.

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

(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.

INFORMATION TO OFFERORS

L.6	Proposal Preparation Instructions
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GENERAL INFORMATION/INSTRUCTIONS/PROPOSAL EVALUATION PROCESS

Unless all offers are rejected, the intent of this solicitation is to select one (1) contractor for current and future projects that require Simplified Acquisition of Basic Engineering Requirements (SABER) services in the National Park Service's Intermountain Region

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(IMR), Grand Teton National Park and John D. Rockefeller Jr. Memorial Parkway. The Government will evaluate eligible proposals in accordance with the criteria described herein. The government will make award to the offeror whose proposal represents the best value in terms of **experience and past performance, key personnel and staffing, technical approach and management capability, and price/cost** as prescribed in Section M of this solicitation. Within the best value continuum, the government will employ a tradeoff analysis of price and non-price factors in evaluating the proposals submitted. The basis for the award under this solicitation is the Best Value, Tradeoff Process. The offeror who is determined to be the most highly qualified, and demonstrates the best value to the Government will be awarded the SABER IDIQ contract.

1. Offerors shall submit documentation illustrating their approach for satisfying the requirements of this solicitation. Proposals must be clear, concise, coherent, and prepared in sufficient detail for effective evaluation of the offeror's proposal against the evaluation criteria. Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals so that a minimum of time and monies will have been expended in preparing information required herein. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired. However, in order to be effectively and equitably evaluated, the proposals must include information sufficiently detailed to clearly address all evaluation factors. Proposal layout should follow the order and format set forth in Section M of this solicitation. Information provided out of order, or that does not follow the prescribed format, may not be evaluated and may result in the offeror's disqualification from award.
2. Offerors shall submit their proposals to the National Park Service, Intermountain Region, no later than the time and date specified in the solicitation. Proposals shall be sent to:

USPS

**Grand Teton National Park
PO Drawer 170
Moose, WY 83012
Attn: Martin Hauch (NR MABO)**

UPS/FedEx

**Grand Teton National Park
#1 Moose Warehouse Rd - 170
Moose, WY 83012
Attn: Martin Hauch**

3. Offerors are required to submit a three part proposal package that shall consist of a separately bound **Technical Proposal (Volume I)**, a separately bound **Price Proposal (Volume II)**, and a **Proposal Digital Copy (Volume III)**. The Proposal Digital Copy shall be a single, read-only, CD/DVD, containing digital copies of all information contained in Volumes I & II. The CD/DVD shall be submitted in a sealed CD/DVD envelope or mailer. The envelope or mailer shall be labeled with the offerors name, mailing address, and this solicitation number.
4. 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. In addition to the past performance survey questionnaires submitted by references, on behalf of offerors, the government reserves the right to utilize past performance information retrieved from any federal past performance information collection system, to include, but not limited to:

Navy Contractor Performance Assessment Reporting System (CPARS)

5. Each proposal shall be accompanied by a single cover letter prepared on the company's letterhead stationery. The cover letter shall be submitted, and included as the first page of Volume II. The cover letter may not exceed two pages, and at a minimum must identify the following:
 - a. A list of all enclosures being transmitted
 - b. Page counts for Volumes I & II, by TAB

All proposal materials shall be submitted in binders with a table of contents and tabbed section dividers. The sections should parallel the submission requirements identified below. Volume I shall be submitted in original and four copies. Volume II shall be submitted in original and four copies. Volume III shall be submitted as one original. Proposals that fail to place the required information in the

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proper volume and under the appropriate tabs may be deemed nonresponsive, and may not receive further consideration for award.

6. **Page Limitations:** The cover letter, title page, table of contents, table of figures, list of tables and glossary of abbreviations & acronyms do not count against page count limitations. Proposals that exceed the stated page limitations will be deemed nonresponsive, and will not be evaluated further or considered for award. Specific page limitations are provided in Section M.
7. **Format:** Text shall be single-spaced, on 8 1/2 x 11 inch paper (except as specifically noted), with a minimum one-inch margin all around. Pages shall be numbered consecutively. A page printed on both sides shall be counted as two pages. Submission as double-sided printing/copying on recycled paper is encouraged. 11" x 17" sized fold-out pages may be used for tables, charts, graphs, or pictures that cannot be legibly presented on 8 1/2" x 11" paper. An 11" x 17" is a two sheet equivalent (with regards to the page count limitations). Print shall be of a minimum 12-point font size or a maximum 10 characters per inch (10-pitch, pica) spacing. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.
8. Each volume in the proposal (except Volume III), shall include a title page and table of contents. The table of contents shall list sections, subsections and page numbers. Each volume shall contain a glossary of all abbreviations and acronyms used. Each acronym used shall be spelled out in the text the first time it appears in each proposal volume.
9. In addition to the paper printed copies identified above as Volumes I & II, the Offeror shall submit a digital copy of the proposal. The Proposal Digital Copy shall be a single, read-only, CD/DVD, containing digital copies of all information contained in Volumes I & II. The CD/DVD shall be submitted in a sealed CD/DVD envelope or mailer. The envelope or mailer shall be labeled with the offerors name, mailing address, and this solicitation number. Text and graphics portions of the electronic copies shall be in a format readable by: Microsoft (MS) Office 2007/2010, MS Word 2007/2010, and/or Adobe Acrobat 9. Data submitted in spreadsheet format shall be readable by MS Office 2007/2010, MS Excel 2007/2010, and/or Adobe Acrobat 9. In case of conflict between the paper copy and the electronic copy of the proposals submitted, the paper copy shall take precedence.
10. Volumes I & II shall be bound separately in hard sided, three-ring binders. The CD / DVD, shall be "read-only", and formatted for use by Microsoft Windows NT, XP, Vista, or Windows 7.
11. A Source Selection Evaluation Board (SSEB) shall evaluate all eligible proposals. Evaluation and rating of proposals will be conducted in strict confidence. Technical proposals shall be reviewed and rated without knowledge of the price offered. The number and identities of offerors shall not be revealed to anyone who is not involved in the evaluation and award process or to other offerors. Proposals will be evaluated based on the factors described in section M of the solicitation. The evaluation process essentially consists of three parts: **proposal compliance review, technical evaluation, and price evaluation.**
 - a. **Proposal Compliance Review:** This is an initial review to ensure that both a technical and price proposal were received, and that all required cover letters, binders, tabs, forms, certifications, etc. are present and complete.
 - b. **Technical/Quality Evaluation:** The SSEB will evaluate and rate those proposals passing the proposal compliance review. Proposals will be evaluated against the solicitation requirements. Factors will be rated using a combination color, adjectival and numerically based system.
 - c. **Price:** The SSEB will evaluate price proposals independent of the technical/quality evaluation. The SSEB will not have access to price information until completion of the technical/quality evaluation.
 - d. The SSEB shall evaluate each eligible proposal. Proposals shall be evaluated to determine the degree and extent to which the requirements and objectives set forth in the solicitation have been met or satisfied. No assumptions will be made by SSEB evaluators regarding areas not addressed or defined in the offeror's written documentation provided to the Government for evaluation. Each proposal shall be evaluated based upon the extent to which requirements have been considered, defined and satisfied, rating each proposal strictly in accordance with its content. SSEB evaluators shall conduct an analysis of the contract coefficients. Coefficient and price analysis shall be performed in order to assess price realism, reasonableness and fairness/affordability, as well as to assess the probable risk level associated with the proposed pricing.

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SECTION M – EVALUATION FACTORS FOR AWARD

M.1	52.252-1	Solicitation Provisions Incorporated by Reference.	FEB 1998
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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
<http://www.acquisition.gov/far> , <http://farsite.hill.af.mil/>

52.217-5	Evaluation of Options	JUL 1990
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M.2	Evaluation Factors for Award
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1. General Information

All eligible proposals shall be evaluated in accordance with the factors described below. The technical evaluation factors are of equal importance. All evaluation factors, other than cost or price, when combined are approximately equal to cost or price. Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer. The Government may make award to a conforming proposal without discussions, if deemed to be within the best interest of the Government.

EVALUATION FACTORS

1. Experience & Past Performance.

This factor will be used to evaluate the offeror’s most recent and relevant experience and performance in accomplishing the type of work required by this solicitation. To be considered relevant, projects submitted must be similar in scope, magnitude and complexity to the requirements of this solicitation. To be considered recent, projects submitted must be on-going, or must have been completed within the past five years. This factor will also be used to evaluate how well an offeror has performed on previous projects of similar scope, magnitude and complexity, and is an indicator of the likelihood of completion of new projects in terms of time, cost, and quality of work.

2. Key Personnel & Staffing.

This factor will be used to evaluate documented evidence of the offeror’s ability to provide key personnel who meet all contract qualifications requirements. Proposed key personnel must meet all minimum requirements specified in the RFP for the duties/positions they are proposed to perform.

The contractor must have been the Prime/General contractor for a varying array of projects related to real property maintenance, repair, renovation, rehabilitation, and new construction involving linear, underground utilities and related work, primarily for water and waste water. The contractor must have the necessary background, supervision, equipment and qualified personnel in order to execute this contract which consists of minimal design work along with cost estimation, negotiation, and construction of up to \$2 million in projects being worked simultaneously. The contractor shall address their qualifications both in terms of project execution within original established performance periods common or similar to both Grand Teton National Park and the John D. Rockefeller Jr. Memorial Parkway (both usually very short construction periods – 5 months/year, approximately) and around Park Concessioned operations schedules (campgrounds, lodges, stores, visitor centers, etc.), and proper and adequate equipment to accomplish the work within the contract bid, timeframes, and constraints. The contractor shall provide the following designated on-site staff as a contract minimum:

Senior Project Manager (SPM): The SPM (on-site head of staff) shall have at least 5 years of experience as a Project Manager or SPM in SABER/JOC, or similar contracts involving both underground water and wastewater projects. The SPM must have a minimum of an undergraduate degree in architecture, engineering, or construction management.

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Project Managers (PMs): The contractor shall provide suitable project management staff in order to meet the requirements of each task order issued. PMs shall have at least 5 years of experience managing construction projects, with a premium being placed on management of both underground water and wastewater government construction projects. It is suggested, but not necessary, that the PMs have a working knowledge of the CPG component software packages. These individuals shall not fill any of the other positions listed in section 6.

Quality Assurance/Quality Control (QA/QC): The contractor shall provide a dedicated QA/QC employee who has at least 5 years of experience in QA/QC, with experience in SABER/JOC contracts being extremely desirable, and experience in underground water and wastewater projects a requirement.

Engineering and CAD Drafting Support: The contractor shall employ adequate Engineering and drafting support staff to provide full drawing sets for all SPI's in the contractor's original proposal, as well as for maintaining and updating as built drawings using provided NPS AutoCAD drawings and producing hard and softcopy AutoCAD drawings for archival purposes. Composite Well House SPI's shall require design by a licensed Engineer and shall require drawings to be performed in AutoCAD format. All CAD personnel shall have an in-depth knowledge of the Autodesk / AutoCAD suite of software. These persons may be employed by a subcontractor for engineering and design services, however these personnel if employed by subcontractor shall not manage any projects and shall not fill any of the other positions listed in section 6.2.

The list of persons above shall be hired within 30 days of contract award and shall comprise the minimum number of on-site personnel no matter the number of current contract task orders. If the government determines that the contractor has inadequate staff to perform current on-going or future task orders, the government reserves the right to request in writing that the contractor immediately hire the required additional personnel. If the contractor declines to hire the additional personnel, they must do so in writing and stipulate the specific measures that will be taken to correct / address the personnel deficiencies.

3. Technical Approach & Management Capability.

This factor will be evaluated as to the offeror's ability to perform and satisfy all contractual requirements of the solicitation. Responses to this factor must discuss the offeror's technical understanding of the project work requirements, and the commitment to accomplish all work in accordance with the solicitation requirements, and all project schedule requirements. The submitted proposal must clearly describe/demonstrate/address the offeror's capabilities and approach.

VOLUME I - TECHNICAL PROPOSAL

TAB A - EXPERIENCE & PAST PERFORMANCE (Page count not to exceed - 40)

1. 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 real property maintenance, repair, renovation, rehabilitation, and new construction involving linear, underground utilities and related work, primarily for water and waste water. 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. The offeror shall submit documentation on at least three, but no more than five projects of similar scope, magnitude and complexity as the requirements of this solicitation. The submitted projects must be currently on-going, or completed within the past five years of this solicitation's close date. Provide the number, title, and description, of the project. Provide award date, and overall contract performance period, including base and number of option periods if any. The offeror may include contracts completed by predecessor companies, or previous teaming arrangements. The offeror must provide references and their contact information for each contract submitted as experience. At a minimum, reference information shall include name, address, and current telephone number (verified by offeror). In addition, the same contact information must be provided for the

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contracting officer (or functional equivalent). At least one, but no more than three references in addition to the contracting officer must be provided for each contract.

2. PAST PERFORMANCE

Past performance will be evaluated to assess the relative risks associated with 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 and will include conclusions of informed judgment. Offeror's 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 (to include un-foreseen site conditions, delays in component/material/equipment delivery, etc.). If no significant problems/issues were encountered, the offeror should state so. For each project identified above as experience, 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.

TAB B - KEY PERSONNEL & STAFFING (Page count not to exceed - 30)

1. KEY PERSONNEL

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:

- a. Senior Project Manager
- b. Project Managers
- c. Quality Control Manager
- d. CAD Drafting Support

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- e. Project Scheduler
- f. Safety Officer

All resumes submitted must include the following information:

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

2. STAFFING

Offerors shall provide a comprehensive organizational chart and staffing plan for all contractor personnel and primary subcontractors that will be utilized to fulfill the requirements of this contract.

TAB C - TECHNICAL APPROACH & MANAGEMENT CAPABILITY (Page count not to exceed - 50)

1. Proposals will be evaluated as to the offerors ability to perform and satisfy all contractual requirements of the solicitation. Responses to this factor must discuss the offerors technical understanding of the contract requirements, and the commitment to accomplish all work in accordance with the solicitation requirements, and all project schedule requirements. The submitted proposal must clearly describe and demonstrate the offerors capabilities and approach to:

- a. Project Management
- b. Quality Control
- c. Change Order/Modification Management
- d. Customer Service
- e. Proposed Staffing for Project
- f. Special Pricing Item Technical Approach

SPI technical approach shall include offeror’s approach to construction, furnishing, and/or installation of all listed SPI’s. This item shall be evaluated against the performance specification in section 5.6 (SOW) of this solicitation. Offeror’s technical approach to construct, supply, or install the listed SPI’s and their associated performance specifications shall include additional narrative of the technical approach, a Statement of Work providing information on how the SPI’s are to be constructed or installed and what specific items are to be included or supplied, Drawings showing a fleshed out design of the SPI’s that should include CAD standard drawings on 11”x17” drawing sheets. Drawings to include typical architectural, civil, structural, mechanical, electrical aspects to address all performance based specifications required to build, supply, and install all related items of the required SPI’s.

VOLUME II – PRICE PROPOSAL

TAB A – PRICE (Page count not to exceed - 15)

- 1. Standard Form 1442
- 2. Bid Bond, IAW Far 52.228-01

The Government will verify offer, evaluate the coefficients and price for reasonableness, cost realism, fairness and affordability, and review bonds in accordance with 28.101-1.

Bidders shall submit coefficient values for each of the four coefficients, as shown in Table A (Section B). Coefficient values shall also be shown for each of the four requirements in Table A as well as for each of the four SABER option years to allow for varied pricing due to cost increases and foreseen inflation values.

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TAB B - PRE-AWARD INFORMATION (Page count not to exceed - 15)

1. Offeror must provide written and signed (by offeror), acknowledgement of current registration in the System for Award Management (SAM) – www.sam.gov.
2. Offeror must provide written and signed (by offeror), acknowledgement of current registration in the Invoice Processing Platform (IPP) – www.ipp.gov.
3. Provide the name, address and DUNS # for any subcontractor identified in your proposal.
4. Number of years the firm has been in business.
5. Name, address and telephone numbers of three credit/trade references.
6. A list of present / current / on-going commitments, including dollar value of commitments.
7. Bonding Capability – Submit information showing offeror’s bonding capability. Include the name, address and telephone number of the firm’s bonding company.
8. Bid Guarantee – include a bid bond as stated under Section L-4 (52.228-1) in accordance with the requirements in the clause.
9. 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).

VOLUME III – PROPOSAL DIGITAL COPY

1. A read-only, CD/DVD, containing digital copies of all information contained in Volumes I & II.
2. The CD/DVD shall be submitted in a sealed CD/DVD envelope or mailer.
3. The envelope or mailer shall be labeled with the solicitation number, offerors name, and mailing address

OTHER AWARD CONSIDERATIONS

The Contracting Officer must consider several other eligibility requirements in the selection process which are important, but not quantified as selection factors. These include, but are not limited to agreement by the Offeror to all general and special contract provisions and clauses. In addition, a determination of responsibility must be made by the contracting officer in accordance with provisions of Federal Acquisition Regulations, Part 9.1. In order to be determined responsible, a prospective contractor must have adequate financial resources to perform the contract or the ability to obtain them; Be able to comply with the required or proposed delivery or performance schedule taking into consideration all existing commercial and Governmental business commitments; Have a satisfactory performance and safety record; Have a satisfactory record of integrity and business ethics; Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them; Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.