

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. FA4417-16-R-0018	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 05-Jul-2016	PAGE OF PAGES 1 OF 53
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO. FTEV-15-1005
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7. ISSUED BY 1 SOCONS 350 TULLY ST. HURLBURT FIELD FL 32544  TEL: 850-884-7690	CODE FA4417	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>	TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME SHAWN D. EDWARDS	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 884-3364
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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):*

SOF Add/Alter 14 WPS Bldg 91048

SOF Add/Alter to 14 Weapons Squadron Bldg 91048

- Project FTEV 15 -1005, Specifications and Drawings dated 24 May 2016

-Enter prices in Section B, use TYPEWRITER or BLACK INK

-Notice to Offeror(s)/Supplier(s): Funds are not presently available for this effort. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, The Government has no obligation to reimburse an offeror for any cost.

- THIS ACQUISITION IS A SERVICE DISABLED VETERAN OWNED SMALL BUSINESS SET ASIDE- NAICS 236220 SIZE STANDARD \$33,500.00

-Disclosure Magnitude of Construction: The estimated amount of this project is between \$500,000.00 and \$1,000,000.00

-SEE BLOCK 10 CONTINUATION FOR ADDITIONAL INFORMATION

11. The Contractor shall begin performance within 10 calendar days and complete it within 395 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See FAR 52.211-10 \_\_\_\_\_.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?  
*(If "YES," indicate within how many calendar days after award in Item 12B.)*

YES  NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 04 Aug 2016 (date). If this is a sealed bid solicitation, offers must 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.

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 57 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

<b>SOLICITATION, OFFER, AND AWARD (Continued)</b> <i>(Construction, Alteration, or Repair)</i>										
<b>OFFER (Must be fully completed by offeror)</b>										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>					
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>					
					<b>See Item 14</b>					
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. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>										
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE		
<b>AWARD (To be completed by Government)</b>										
21. ITEMS ACCEPTED:										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				<b>ITEM</b>	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		27. PAYMENT WILL BE MADE BY:					CODE
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions 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, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>					
30B. SIGNATURE			30C. DATE		TEL:		EMAIL:			
					31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE		

## Section A - Solicitation/Contract Form

**BLOCK 10 CONTINUATION**

- Contract Line Item Numbers 0001 and 0003 are subject to a Statutory Cost Limitation of \$1,000,000.00 Reference DFARS 252.236-7006

All offerors MUST complete the Representations and Certifications at [www.sam.gov](http://www.sam.gov). Failure to complete all required Representations and Certifications will make your proposal ineligible for award.

- ENTER CONTRACTOR DUNS NO. \_\_\_\_\_ . - ENTER CONTRACTOR CAGE CODE: \_\_\_\_\_ .  
PLEASE ENTER REQUIRED INFORMATION.

- EMAIL ADDRESS OF COMPANY REPRESENTATIVES:

PRIMARY: \_\_\_\_\_

ALTERNATE: \_\_\_\_\_

- NAICS CODE: 236220                      SIZE STANDARD: \$33,500,000.00

- DISCLOSURE OF MAGNITUDE: THE ESTIMATED AMOUNT OF THIS PROJECT IS BETWEEN \$500,000.00 AND \$1,000,000.00.

A SITE VISIT HAS BEEN SCHEDULED FOR Thursday, 14 JULY 2016, at 9:00 a.m. CST AT THE 1st SPECIAL OPERATIONS CONTRACTING SQUADRON, 350 TULLY ST, BUILDING 90339, HURLBURT FIELD, FL 32544. Fax or email written request with the name of those who will attend the site visit to TSgt James VanMeter, Fax (850) 884-1272, email: [james.vanmeter.1@us.af.mil](mailto:james.vanmeter.1@us.af.mil) and Shawn Edwards, email: [shawn.edwards.14@us.af.mil](mailto:shawn.edwards.14@us.af.mil). Requests must be received NLT 12:00 p.m. CST on Wednesday, 13 July 2016. ALL COMMERCIAL VEHICLES WILL ENTER THROUGH THE COMMERCIAL VISITOR INSPECTION (CVI) GATE LOCATED OFF OF MARTIN LUTHER KING JR BLVD. INDIVIDUALS IN PERSONAL OWNED VEHICLES (POV) WILL USE THE MAIN GATE OFF OF HIGHWAY 98. INDIVIDUALS IN POV'S WILL NEED TO OBTAIN BASE PASS FROM THE VISITOR CONTROL CENTER (VCC) ON THE SOUTHSIDE OF HWY 98. PLEASE ALLOW EXTRA TIME TO OBTAIN YOUR PASS.

- SUBMISSION OF QUESTIONS: Questions regarding this solicitation must be submitted in writing in Word format to the individuals listed above no later than the close of business 5 business days after the site visit.

- SUBMISSION OF PROPOSALS. Offeror's are responsible for submitting proposals so as to reach the Government office designated in the solicitation by the date/time specified. Personnel requiring access to Hurlburt Field for the purpose of delivering a proposal must fax or e-mail a written request containing the company name and the name of the person(s) requiring access to TSgt James VanMeter, Fax (850) 884-1272, email: [james.vanmeter.1@us.af.mil](mailto:james.vanmeter.1@us.af.mil) and Shawn Edwards, email: [shawn.edwards.14@us.af.mil](mailto:shawn.edwards.14@us.af.mil). Requests must be received NLT 24 hours prior to the date and time established for receipt of proposals. All commercial vehicles will enter through the CVI gate located off of Martin Luther King Jr Blvd. Individuals in POV will use the Main Gate off of Highway 98.

- For either the site visit or submission of proposals, all personnel requesting access to Hurlburt Field must possess a valid State or Government picture identification card. Personnel requesting vehicle access to Hurlburt Field must provide a valid driver's license, current vehicle registration, and valid vehicle insurance certificate.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SOF Add/Alter 14 WPS Bldg 91048 FFP The contractor shall furnish all labor, materials, tools, supervision, and equipment to perform all operations necessary to accomplish all work as shown on FTEV 15-1005 Specifications and Drawings, Dated 24 May 2016. This CLIN is subject to a Statutory Cost Limitation of \$1,000,000.00. Reference DFARS 252.236.7006. FOB: Destination PROJECT: FTEV 15- 1005 SIGNAL CODE: A	1	Lot		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Communications FFP The contractor shall furnish all labor, materials, tools, supervision, and equipment to perform all operations necessary to accomplish all work as shown on FTEV 15-1005 Specifications and Drawings, Dated 24 May 2016. FOB: Destination	1	Lot		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Bid Option # 1	1	Lot		
OPTION	FFP This CLIN represents Bid Option # 1 to Reconfigure existing toilet facilities per drawings and specs. The contractor shall furnish all labor, materials, tools, supervision, and equipment to perform all operations necessary to accomplish all work as shown on FTEV 15-1005 Specifications and Drawings, Dated 24 May 2016. This CLIN is subject to a Statutory Cost Limitation of \$1,000,000.00. Reference DFARS 252.236.7006. FOB: Destination PROJECT: FTEV 15- 1005 SIGNAL CODE: A				

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## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-12            Inspection of Construction

AUG 1996

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	395 dys. ADC	1	1SOCES MICHAEL TUOMINEN 415 INDEPENDENCE RD BLDG 91500 HURLBURT FIELD FL 32544-5267 850-884-6025 FOB: Destination	F2F323
0002	395 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2F323
0003	395 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2F323

## CLAUSES INCORPORATED BY REFERENCE

52.211-13	Time Extensions	SEP 2000
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days 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 **395 days (including CLIN 0003, Bid Option #1)**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

## 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$200.16 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.

(End of clause)



## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

CONSTRUCTION INVOICE (Invoice may be submitted only AFTER receipt of approved AF form 3065)

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

F2F323

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	F87700
Issue By DoDAAC	FA4417
Admin DoDAAC	FA4417
Inspect By DoDAAC	F2F323
Ship To Code	F2F323
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	F2F332
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	F2F332

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

[james.vanmeter.1@us.af.mil](mailto:james.vanmeter.1@us.af.mil)  
[shawn.edwards.14@us.af.mil](mailto:shawn.edwards.14@us.af.mil)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

<https://wawf.eb.mil>

Atlanta Regional Office of Naval Research (ONR)  
 100 Alabama St. STE 4R15  
 Atlanta, GA 30303-3104  
 404-562-1606

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## HF024 HURRICANE SEASON

Normally, the period from 1 June through 30 November is the premier season for Hurricanes, Tropical Storms and Tropical Depressions for Hurlburt Field, FL and surrounding areas.

In the event of a hurricane and at the direction of the Contracting Officer, the Contractor shall be responsible for:

- a) Securing all equipment, materials and cleaning up the work area;
- b) Continuing normal operations until directed otherwise by the Contracting Officer;
- c) Evacuating the base as directed by the Contracting Officer;
- d) Provide a POC to the Contracting Officer to recall the contractor after the danger is over;
- e) Be prepared to resume normal operations when notified by the Contracting Officer.

The work site should be free of objects capable of becoming airborne and causing a hazard. For service contracts, damages occurring as a result of contractor debris are the responsibility of the contractor and will be handled in accordance with FAR 52.237-2, this clause and other requirements of this contract. For construction contracts, per FAR clauses 52.236-9 and 52.236-12, you are required to maintain your work area free of debris and in a safe and secure condition at the completion of each work day with particular care during the hurricane season.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

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	SEP 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
52.203-17	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
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	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
52.222-37	Employment Reports on Veterans	FEB 2016
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	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
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
52.227-1	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
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
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
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	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 (Feb 1997) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	FEB 2016
52.245-1	Government Property	APR 2012
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2015
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time

of award.

(End of provision)

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.



(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

#### 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

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

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be

binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(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 content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to (Contracting Officer complete in accordance with agency procedures).

(End of clause)

52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

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

Commercially available off-the-shelf (COTS) item—

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

(i) A commercial 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--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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

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:

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

(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) \1\
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Item 1

Foreign construction material.... \_\_\_\_\_

Domestic construction material... ..	___	.....	.....	___	.....	.....	___	.....
Item 2								
Foreign construction material.... ..	___	.....	.....	___	.....	.....	___	.....
Domestic construction material... ..	___	.....	.....	___	.....	.....	___	.....

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

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

Include other applicable supporting information.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac/>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(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 \$3 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.

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

52.252-6 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 [Defense Federal Acquisition Regulation Supplement](#) (48 CFR [2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003)(OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

#### 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

**See Section J**

(End of clause)

## 5352.201-9101 OMBUDSMAN (APR 2014)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, [Lt Col Gerald I. Ray, Jr., 427 Cody Avenue, Bldg 90333, Hurlburt Field, FL 32544-5407, Phone: (850)884-3990, FAX: (850)884-2476, e-mail: gerald.ray@us.af.mil]. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/HQ AFICA/AFISRA/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS<sub>s</sub>) (NOV 2012)

(a) Contractors shall not:



(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

[Note: This prohibition does not apply to manufacturing.]

(b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that uses one or more of these Class I ODSs as minor constituents do not meet the Air Force definition of a Class I ODS.]

(End of clause)

#### 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (Nov 2012)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with citing the appropriate paragraphs as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

## Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u>PAGES</u>
(1) FTEV 15-1005, SOF ADDITION TO 14 WPS BLDG 91048 SPECIFICATIONS	24 MAY 2016	445
(2) FTEV 15-1005, SOF ADDITION TO 14 WPS BLDG 91048 DRAWINGS	22 MAY 2016	66
(3) WAGE DETERMINATION FL160029	8 JANUARY 2016	6
(4) PAST PERFORMANCE QUESTIONNAIRE	UNDATED	4
(5) FINANCIAL REFERENCE SHEET	UNDATED	1
(6) ADDITIONAL CONTRACTOR INFORMATION	UNDATED	3

AMENDMENTS: Amendments issued to this solicitation will be part of any resultant contract and will be listed above at the time of award.

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-5	Certification Regarding Responsibility Matters	OCT 2015
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.236-28	Preparation of Proposals--Construction	OCT 1997

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$36,500,000.

(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 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 certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(     ) Paragraph (d) applies.

(     ) 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—
- (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) 52.209-11, Representation by Corporations Regarding delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 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.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 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.
- (xi) 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.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 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.

(xiv) 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.

(xv) 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.

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

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

(xviii) 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 \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxi) 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.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 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 website 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)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ( ) has ( ) does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

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

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will



be obtained before subcontract awards.

(End of provision)

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

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

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

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--  
CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision--

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

\_\_\_ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <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 FAR 52.204-8(c) and paragraph (d) 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 provision 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/DFARS Clause #	Title	Date	Change

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

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.232-13	Notice Of Progress Payments	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service, Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<https://assist.dla.mil/online/start/>);
- (2) Quick Search (<http://quicksearch.dla.mil/>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

- (1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

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

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements , of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

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

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
15.4%	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 **Hurlburt Field, Florida**

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(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 1 Special Operation Contracting Squadron 350 Tully Street, Hurlburt Field, FL 32544.

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

(End of provision)

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

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--

**See Block 10 Continuation**

(c) Participants will meet at--

**See Block 10 Continuation**

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide 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):

[www.farsite.hill.af.mil](http://www.farsite.hill.af.mil)

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any [Defense Federal Acquisition Regulation Supplement](#) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

INSTRUCTIONS TO OFFERS

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICE TO OFFERORS

PROPOSAL PREPARATION INSTRUCTIONS

1.0 GENERAL INSTRUCTIONS.

1.1 General Information

1.1.1 The offeror's proposal must include all data and information requested by these Instructions to Offerors and must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated in the Specifications and Solicitation. **Non-conformance with the instructions provided in these Instructions to Offerors may result in an unfavorable proposal evaluation.**

1.1.2 The proposal acceptance period is specified in Block 13, SF 1442, of this solicitation. By signing block 20B of the SF 1442, the offeror certifies that the proposal is valid from the due date and time listed in block 13A through the entire period specified in block 13D.



1.1.3 All referenced documents for this solicitation are available on the Federal Business Opportunities website at <http://www.fedbizopps.gov>. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

1.1.4 The Government reserves the right to revise or amend the specifications, drawings, or the solicitation prior to the proposal closing time. Such revisions or amendments will be communicated by amendments to the Request for Proposal (RFP) and posted in Federal Business Opportunities website ([www.FBO.gov](http://www.FBO.gov)). If such amendments require material changes in quantities or prices, the proposal closing date may be postponed by enough days to enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the new closing date and time. Offerors MUST acknowledge all amendments in their proposal, either by completing SF 1442 Block 18, providing signed copies of the amendments with their proposal (Section III), or by separate letter which includes a reference to the solicitation and amendment numbers.

1.1.5 The Contracting Officer listed below is the Government's sole point of contact for this acquisition. Address any questions or concerns you may have to the Contracting Officer. Written requests for clarification may be sent to the Contracting Officer at the following email address:

Mr. Shawn Edwards, [shawn.edwards.14@us.af.mil](mailto:shawn.edwards.14@us.af.mil)

1.1.6 In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

1.1.7 Debriefings. The Contracting Officer will promptly notify offerors of any decision to exclude them from the competition; whereupon, they may request and receive a debriefing in accordance with FAR 15.505. Offerors excluded from the competition may request a preaward debriefing or they may choose to wait until after the source selection decision to request a postaward debriefing. However, offerors excluded from the competition are entitled to no more than one debriefing for each proposal. The Contracting Officer will notify unsuccessful offerors remaining in the competition of the source selection decision in accordance with FAR 15.506. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors desiring a debriefing must make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable.

1.1.8 Discrepancies. If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the Contracting Officer in writing with supporting rationale as well as the remedies the offeror is asking the Contracting Officer to consider as related to the omission or error. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion. This reservation includes matters of additional or substitute pages of the initial proposal.

1.1.9 The Contracting Officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the Contracting Officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional cost information will be requested and certification under FAR 15.406-2 will not be required. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists; offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price.

1.1.10 Who Can Participate. Proposals may only be submitted by Service Disabled Veteran Owned Small Businesses. At the time of initial contract offer and at time of award, each business must be a small business. In order to submit an offer on a contract, each business concern in a teaming agreement must be a small business under the designated NAICS size standard, and must also be small when combined in the aggregate of all teaming affiliates.

## 2.0 SPECIFIC INSTRUCTIONS

2.1 The following instructions are to aid in the evaluation process.

2.1.1 Offerors are responsible for submitting proposals, and any revisions, and amendments, so as to reach the Government office designated in this solicitation by the time specified in this solicitation. Electronic submission or facsimile of proposals for this solicitation will not be accepted by the Government. Contractors shall submit proposals to the Government in either one of two ways described in the following two paragraphs.

2.1.1.1 Proposals shall be hand carried to the 1st Special Operations Contracting Squadron at Hurlburt Field. The physical address for hand carried deliveries is 350 Tully Street, Building 90339, Hurlburt Field, Florida 32544. Contractors should request base access for hand carried proposal delivery NLT 24 hours prior to the proposal due date/time by sending an email request identifying the company name and list of individuals requesting access to the Contracting Officer identified in para 1.1.5 in the previous section.

2.1.1.2 In lieu of hand carried proposals, proposals may also be submitted by mail to the 1st Special Operations Contracting Squadron at Hurlburt Field. The address for proposal submission is:

1<sup>ST</sup> Special Operations Contracting Squadron / LGCB  
Attention: Shawn Edwards  
350 Tully Street  
Hurlburt Field, FL 32544

2.1.2 Any proposal, modification, or revision, that is received at the designated Government office after the exact time specified for receipt of proposals is “late” and will not be considered unless the Contracting Officer determines the criteria set forth in FAR 15.208 exists.

2.1.3 Proposals shall be complete, clearly presented, and include sufficient detail for effective evaluation as detailed in section M of this solicitation and for substantiating validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements but rather provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of the offeror's facilities and/or experience and will base its evaluation on the information presented in the offeror's proposal. Proposals shall be neat, indexed (cross-indexed as appropriate) and assembled in an orderly manner. Elaborate artwork, expensive paper/binding, and expensive visual and other presentation aids are neither necessary nor desired. Include only information that is relevant to this source selection.

2.1.4 Organization/Number of Copies/Page Limits.

2.1.4.1 A complete proposal shall consist of three (3) volumes: Volume I, Technical Proposal; Volume II (a), Past Performance; Volume II (b), Signed Teaming Agreement (if applicable); and Volume III, Cost/Price Proposal (Executed RFP Documents)/Contractor Responsibility. Offerors shall submit one (1) original proposal (marked “Original”), including all three volumes, and one additional copy of Volume I, Technical Proposal (sanitized with CAGE code only). Specific guidance regarding the content of each volume will be discussed further below. Page limitations shall be treated as maximums. **If exceeded, the excess pages will not be read or considered in the evaluation of the proposal.** When Evaluation Notices (ENs) are necessary, the Government will issue them by electronic means to prospective offerors. Page limitations may be placed on responses to these ENs and such limitations will be provided at the time the EN is issued.

2.1.4.2 Page Size, Format and Limit

2.1.4.2.1 A page is defined as each face of an 8 ½” X 11” sheet of paper containing information. When both sides of a sheet display printed material, it shall be counted as two pages. Pages in excess of the maximum page limits defined below will be removed from the proposal and will not be evaluated. For the purposes of formatting, typing shall not be less than 12 pitch. Double-sided pages are acceptable and counted as 2 pages. Pages shall

be numbered sequentially by volume. The stated page and format restrictions shall apply to hard copy proposals.

Volume I – **Technical Proposal**: See paragraphs 2.2.3 and 2.2.4 for Page Limit/Format Criteria

Volume II (a) – **Past Performance**: 20 Page Limit

Volume II (b) – **Signed Teaming Agreement** (required if proposing a teaming agreement): No Page Limit

Volume III – **Cost/Price Proposal and Contractor Responsibility**: No Page Limit

2.1.4.2.2 All pages of each part shall be appropriately numbered and identified with the Request for Proposal (RFP) number. Pages in excess of the maximum will be removed from the proposal and will not be evaluated.

2.1.4.3 Cost or Pricing Related Data. All cost or pricing data shall be addressed **ONLY** in the Cost/Price Proposal Volume.

2.1.4.4 Indexing. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections. Indexing is not included in the page limitations.

2.1.4.5 Proposal Acceptance Period. The proposal acceptance period is specified in Block 13d of the Standard Form 1442 of the Solicitation. In accordance with Block 17, the number inserted must be equal to or greater than the number of days listed in Block 13d.

**2.2 Volume I – Technical Proposal.** Submit original and one (1) copy (sanitized with CAGE code only)

2.2.1 Contract Progress Schedule: Prepare and submit a hard copy practicable contract progress schedule showing all necessary work elements to complete the project identified under this solicitation. The Contract Progress schedule must include all Options. At a minimum, the Contract Progress Schedule must include mobilization, submittals, demolition, major work elements by specification division, final inspection, demobilization, and close-out documents. The schedule must be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the performance period. The submitted schedule must be developed using project scheduling software such as MS Project, Primavera, or any other comparable form. The AF Form 3064 (Contract Progress Schedule) may also be used for submission of this item. The Sample Contract Progress Report located at the end of Section 01 00 00 of the specifications identifies numerous possible work elements offerors can use in preparing their technical proposals. Offerors should only include the work elements necessary to complete the required work. This list is provided as a guide and is not all inclusive or exclusive. It is the offeror's responsibility to identify all necessary work elements.

2.2.2 Each offeror's technical proposal must address the following:

2.2.2.1 Identification of separate work elements

2.2.2.2 Order of work elements to include project phasing

2.2.2.3 Number of days for each work element

2.2.2.4 Identification of Long Lead Time Materials (Long lead items such as major HVAC equipment, electrical equipment, pre-engineered buildings, etc. must be specifically identified in the technical proposal. If there are no Long Lead Time Materials, the proposal must state that there are no Long Lead Time Materials).

2.2.3 The proposed schedule must include the activities which are consistent with those described within the project specifications and drawings and must not exceed the Government's maximum allowable performance period including Bid Options, as noted in FAR Clause 52.211-10 of the RFP. The proposed schedule may consist of multiple 8 ½" X 11" sheets of paper or pages larger than 8 ½" X 11" as necessary to present a clear and readable proposed schedule.

2.2.4 Offerors are encouraged to provide, as necessary, additional information to clarify their technical proposal. Additional information is limited to one (1) page, as defined at Paragraph 2.1.4.2.1, and will be considered as part of their technical proposal. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal.

2.2.5 Failure to submit a schedule will result in immediate elimination from competition.

**2.3 Volume II (a) —Past Performance Information.** Submit originals only, maximum of 10 total references. Offerors shall provide past performance information on completed or current contracts (including Federal, State, local government and private) to demonstrate their ability to perform the proposed work as identified within the Specifications. Offerors must provide past performance information to establish Recency and Relevancy on all Federal contracts before State, local government or private contracts. The Government's evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects (See Teaming Agreements, para 2.4, when such information is relevant to the instant acquisition.

2.3.1 Provide a summary of the previous contracts described above, not to exceed 1 page of past performance information per reference. The summary should explain what aspects of each contract are deemed recent and relevant as related to the requirements of this solicitation and in accordance with Section M. Failure to provide required relevancy description may impact the confidence rating, (i.e. aspects of previous projects should match work elements identified in the solicitation/specification). The summary should not exceed 1 page per reference (maximum total of 10 pages) and include:

- a) Name of project (Contract number, if applicable)
- b) Name and address of customer or Government agency
- c) Name, telephone, fax number and/or email of customer contact or contracting officer
- d) Dollar value
- e) Period of performance/Completion date
- f) Brief description of work performed, and why the effort is relevant
- g) Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions

2.3.2 Recency is defined as projects performed within the last three years of the issue month of the solicitation. All references for work not performed within three (3) years of the issue month of the solicitation will not be evaluated.

2.3.3 Relevancy is defined as contracts involving:

- a) Projects involving the type of construction and work elements described in the attached Specifications, Section 0110 00, paragraphs 1.01 and 1.02.
- b) Cost within project magnitude, as specified in Block 10 of the SF 1442 (RFP).

### 2.3.4 Past/Present Performance Questionnaires.

2.3.4.1 Offerors shall complete Section A, Contractor Information, of Attachment 4, Past/Present Performance Questionnaire and mail, fax, or email the attached Past/Present Performance Questionnaire to all past performance references and instruct them to return the completed questionnaire directly to the individual indicated in paragraph 2.3.4.1.1 below by mail or email. Evaluators are only allowed to use the Attachment 4, Past/Present Performance Questionnaire. Past/Present Performance Questionnaire submissions do not count against the page limits specified at para 2.1.4.2.1, Volume II (a). Altered or substituted questionnaires will not be evaluated. Also, Past Performance Questionnaires will only be accepted from Project Owners or their authorized representatives. Past Performance Questionnaires will not be accepted from Prime Contractors, Subcontractors, or Manufacturers. Offerors are responsible to ensure questionnaires are transmitted to their references, and to indicate which references the questionnaire was sent to (see paragraph 2.3.4.1.1 below).

2.3.4.1.1 Inform your references that they shall forward questionnaires directly to the Contracting Officer at the address below. Questionnaires must be received in the 1<sup>st</sup> Special Operations Contracting Squadron office not later than the closing date of the solicitation. Offerors are responsible for ensuring their references transmit the questionnaire to the Contracting Office.

1 SOCONS/LGCB  
Attn: Shawn Edwards  
350 Tully St, Bldg 90339  
Hurlburt Field, FL 32544-5810

Email: shawn.edwards.14@us.af.mil

2.3.4.2 In lieu of a Past/Present Performance Questionnaire, if a project is currently available in the Past Performance Information Retrieval System (PPIRS), the contractor shall attach the evaluation to the questionnaire with the relevant solicitation number and submit hardcopy, along with the rest of the proposal package, to the 1st Special Operations Contracting Squadron office no later than the official closing date and time of the solicitation.

2.3.5 Lack of any past performance will not automatically disqualify an offeror. However, it is a factor that is considered in the Performance Price Trade-Off (PPT) technique described in Section M.

2.3.6 If the offeror claims there is no past performance, then that status must be identified to the Contracting Officer not later than the date and time proposals are due from all offerors.

2.3.7 The Government shall consider past performance information on contracts obtained from any other sources when evaluating the offeror's past performance.

2.3.8 If Teaming Agreements are contemplated, the teaming members must provide complete information as to relevant and recent past performance information on previous teaming agreements. If this is a first time teaming effort, each party to the teaming agreement must provide information on all relevant contracts as specified in paragraph 2.3.1. The maximum number of past performance references for the entire team shall not exceed a total of 10. See additional documentation requirements for Teaming Agreements in Volume II (b) paragraph 2.4 below.

**2.4 Volume II (b) – Teaming Agreements** (include only if applicable). Submit original and one (1) copy of signed Teaming Agreement.

2.4.1 If Teaming Agreements are contemplated they must comply with the appropriate Federal Regulations (13 C.F.R. Part 121 (Size Regulations), Part 124 (8(a) & SDB), Part 125 (Government Contracting Programs), and/or Part 126 (HUBZone). The Government will recognize the integrity and validity of contractor teaming agreements; provided, the agreements are identified and company relationships are fully disclosed in an offer. Teaming agreements will be incorporated into the contract. Failure to clearly define roles and/or provide a teaming agreement with a proposal shall make teaming agreements and related subcontractor past performance ineligible for evaluation and consideration of award. Teaming Agreements must provide the following information as part of their proposal, Volume II (b), not later than the date/time proposals are due:

Clearly establish roles of each party (who is prime and who is subcontractor, who is responsible for what tasks, contract administration, proposals, work management, etc.)

2.4.1.1 Provide for protection of competition-sensitive proprietary information. (subcontractor past performance cannot be disclosed to the prime offeror without the subcontractor's consent. Provide a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor, only if it is being used as part of the past performance evaluation.

2.4.1.2 Identify each member's share of the prospective contract, 50/50, 51/49, etc.

2.4.1.3 Exclusivity. Assurance that the team member will not be replaced for the duration of the contract, any exceptions should be identified. Assurance that the team members are not teaming with another firm for the same procurement.

2.4.1.4 Statement of acknowledgement that the Prime Contractor is responsible for adhering to contract terms and conditions and daily management. The Prime Contractor is obligated to negotiate in good faith and responsible for conveying mandatory government terms and conditions to subcontractors.

2.4.1.5 The prime contractor shall remain fully responsible for contract performance, regardless of any teaming agreement between the prime contractor and its subcontractors.

2.4.2 At the time of initial contract offer and at time of award, each business must be a small business. In order to submit an offer on a contract, each business concern in a teaming agreement must be a small business under the designated NAICS size standard, and must also be small when combined in the aggregate of all teaming affiliates.

## **2.5 Volume III - Cost/Price Proposal and Contractor Responsibility:**

2.5.1 Submit the Standard Form 1442 and all pages originally included in the RFP. Submit original and one (1) copy.

2.5.2 Complete blocks 14, 15, 16, 17, 19, and 20a-c of the SF 1442, Solicitation, Offer, and Award. An authorized official of the firm submitting the offer must sign and date the SF 1442 in block 20a-c. (In doing so, the offeror accedes to the contract terms and conditions as written in the RFP, Sections A through K).

2.5.3 Complete the necessary fill-ins (SF 1442, Block 10, Continuation Page).

2.5.4 Insert proposed prices in Section B for each Contract Line Item.

2.5.5 Complete representations and certifications in Section K or the System for Award Management (SAM).

2.5.6 Submit the Financial Reference Worksheet (Attachment 5) with the top portion only completed.

2.6 Relationship between Instructions and Evaluation. Your attention is directed to the functional relationship between Sections L and M of this solicitation. Section L provides information for the purpose of organizing the proposal and is not intended to be all inclusive. Section M describes evaluation factors for award. The Government

evaluation of proposals will cover areas identified in Section M, proposals should address all such areas of evaluation.

2.7 Amendment of Solicitation Prior to Closing. The government reserves the right to revise or amend the specifications, drawings, or the solicitation prior to the proposal closing time. Such reservations or amendments will be communicated by amendments to the Request for Proposal (RFP) and posted on the Federal Business Opportunities website ([www.FBO.gov](http://www.FBO.gov)). If such amendments require material changes in quantities or prices, the proposal closing date may be postponed by enough days to enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the new closing date and time. Offerors **MUST** acknowledge all amendments in their proposal, either by completing SF 1442 Block 18, providing signed copies of the amendments with their proposal (Section III), or by separate letter which includes a reference to the solicitation and amendment numbers.

2.8 Questions. All questions regarding this solicitation must be submitted in writing. Any questions received prior to the RFP closing date and subsequent answers will be posted to the Federal Business Opportunities website ([www.fbo.gov](http://www.fbo.gov)). It is the responsibility of the contractor to continuously monitor the site for updates. To mitigate the risks associated with the cancellation of this solicitation due to untimely submission of questions, all questions must be submitted to the individual(s) listed below no later than close of business 5 calendar days after the site visit. Any questions submitted after this period may not be answered.

FAX: (850) 884-1272 (Attention: Shawn Edwards)

Email: [shawn.edwards.14@us.af.mil](mailto:shawn.edwards.14@us.af.mil)

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY FULL TEXT

## 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

EVALUATION CRITERIA FOR AWARD

## SECTION M

## SOURCE SELECTION EVALUATION CRITERIA FOR AWARD

## 1.0 BASIS FOR AWARD

## 1.1 General Information.

1.1.0 This is a competitive best value source selection conducted in accordance with Federal Acquisition Regulation (FAR) 15.3, Source Selection, as supplemented by the Defense Federal Acquisition Supplement (DFARS), and the Air Force Federal Acquisition Supplement (AFFARS). These regulations are available electronically at the Air Force (AF) FARSite, <http://farsite.hill.af.mil>. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Failure to meet a requirement may result in an offer being determined technically unacceptable.

1.1.1 For price evaluation purposes only, the offerors price will be ranked by adding the total of all Contract Line Item Numbers (CLINs). Evaluation of the CLINs will not obligate the Government to award all CLINs. In the best interest of the Government, the Government reserves the right to award All, Some or None of the CLINs.

1.1.2 This acquisition will utilize a Best Value approach. The Best Value technique chosen for this particular acquisition will be Performance Price Tradeoff (PPT).

1.1.2.1 The PPT technique permits tradeoffs between price/cost and past performance, and includes an evaluation for technical acceptability. Contract award will be made to the responsible offeror whose proposal conforms to the solicitation requirements, is considered technically acceptable, and provides the best value to the Government, considering price and past performance. For this acquisition, technical will be rated as "acceptable" or "unacceptable" and past performance is significantly more important than price/cost.

1.1.2.2 Offerors are cautioned to follow the detailed instructions fully and carefully, as the Government reserves the right to make an award based on initial offers received, without discussion of such offers.

1.1.2.3 Proposals that are unrealistic in terms of technical acceptability or price may be rejected at any time during the evaluation process. Discussions or negotiations may be conducted with all offerors if a competitive range is established. If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, offeror responses to Evaluation Notices (ENs) and the Final Proposal Revision (FPR) will be considered in making the source selection decision. If the offeror's proposal has been evaluated as acceptable at the time discussions are closed, any changes or exceptions in the Final Proposal Revision are subject to evaluation and may introduce risk that the offeror's proposal be determined unacceptable and ineligible for



award. Offerors may be required to participate in telephone discussions or face-to-face oral discussions at the 1st Special Operations Contracting Squadron, 350 Tully Street, Hurlburt Field, FL, 32544.

1.1.2.4 Offerors may be asked to clarify certain aspects of their proposal (for example, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system.

## 2.0 PROPOSAL EVALUATION

2.1 Evaluation Factors. The below evaluation factors will be used to evaluate each proposal. Evaluation of proposals will occur using the PPT approach defined in paragraph 1.1.2.1.

Factor 1: **Technical Evaluation. Contract Progress Schedule--Volume I**

Factor 2: **Past Performance Evaluation—Volume II**

Factor 3: **Cost/Price Evaluation and Contractor Responsibility--Volume III**

2.2 **FACTOR I: Technical Evaluation.** Offers shall be evaluated independently of the cost/price proposal evaluation to determine the offerors compliance with the technical requirements of this solicitation. The government may make a final determination as to the rating of an offer based on the proposal as submitted without requesting any further information. Offerors technical proposals will be evaluated against the following:

2.2.1 Proposed Contract Progress Schedule: The offerors proposed contract progress schedule will be evaluated relative to overall coordination of the construction phase, to include ability to identify **all necessary work elements** of the specific project, the offerors ability to schedule the activities in a **logical sequence**, is **within the time required(all CLINS including Options)** in this solicitation, and covers the minimum requirements listed in paragraph 2.2.2 below. The proposed schedule must include the activities which are consistent with those described within project specifications and drawings, and must not exceed the Government's maximum allowable performance period, as noted in SF 1442 (RFP), Block 11 and Section F, FAR Clause 52.211-10.

2.2.2 In accordance with Section L, each technical proposal will be evaluated against the following minimum requirements:

- a) Identification of separate work elements
- b) Order of work elements to include project phasing
- c) Number of days for each work element

d) Identification of long lead time materials. Long lead items such as major HVAC equipment, electrical equipment, pre-engineered buildings, etc. must be specifically identified in the technical proposal. If there are no Long Lead Time Materials, the proposal must state that there are no Long Lead Time Materials.

2.2.3 Technical Evaluators shall assign a rating of "ACCEPTABLE" or "UNACCEPTABLE" based on the minimum requirements established above.

2.2.3.1 ACCEPTABLE: Proposal clearly meets minimum requirements of solicitation.

2.2.3.2 UNACCEPTABLE: Proposal does not clearly meet minimum requirements of solicitation.

2.2.3 Failure to submit a Contract Progress Schedule will result in immediate elimination from competition.

2.2.4 If all offerors are deemed technically unacceptable, the Government may establish a competitive range and enter into discussions.

**2.3 FACTOR 2: Past Performance Evaluation.** The Government will first evaluate past performance for the lowest priced technically acceptable offeror. If the lowest priced evaluated offer determined technically acceptable is judged to have a Substantial Confidence rating, and is determined responsible, that offer represents the best value for the government and the evaluation process stops at this point. If the lowest priced offer determined technically acceptable is not judged to have a Substantial Confidence rating or not deemed to meet the responsibility criteria at FAR 9.104, the next lowest priced offeror will be evaluated and the process will continue in order by price until an offeror is judged to have a Substantial Confidence rating and meets the responsibility criteria, or all offerors are evaluated.

2.3.1 Past/Present Performance Questionnaires and Past Performance Information Retrieval System (PPIRS) Submissions-Volume II (a). Offerors shall provide information regarding past or current contracts (including Federal, State, local government, and private) for efforts similar to the Government requirement as stated in this solicitation through either questionnaires or evaluations from PPIRS as identified in Section L, paragraph 2.3.4.2.

2.3.1.1 The Government evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects (See Teaming Agreement, Section L, paragraph 2.4 and Section M, paragraph 2.3.2, when such information is relevant to the instant acquisition).

2.3.1.2 The Government may evaluate information on problems identified and encountered on previous contracts and corrective actions taken by the offeror. The Government may use information previously obtained from past performance questionnaires or data independently obtained from other Government and commercial sources in the evaluation process.

2.3.1.3 In the event an Offeror submits a Past Performance Questionnaire and it is subsequently determined that the referenced project has been formally evaluated in PPIRS, the ratings in PPIRS shall take precedence.

2.3.1.4 In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be rated as "Unknown Confidence (Neutral)". However, as stated in Section L, paragraph 2.3.5, it is a factor that is considered in the Performance Price Trade-off (PPT) technique.

2.3.1.5 Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Offerors may be asked to clarify or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond.

2.3.1.6 The Government will evaluate the offerors ability to successfully complete projects based on demonstrated past and present experience that meet the requirements of Recent and Relevant.

2.3.1.6.1 Recency is defined as contracts performed within three (3) years of the issue month of the solicitation.

2.3.1.6.2 Relevancy is defined as contracts involving:

a) Projects involving the type of construction and work elements described in the attached Specifications, Section 0110 00, paragraphs 1.01 and 1.02.

b) Cost within project magnitude, as specified in Block 10 of the SF 1442 (RFP).

c) In evaluating past performance, projects determined very relevant will have a greater impact on the Performance Confidence Assessment than projects determined to be relevant, projects determined relevant

will have a greater impact on the Performance Confidence Assessment than projects determined to be somewhat relevant, and projects determined to be not relevant will not be included as part of the Performance Confidence Assessment.

2.3.1.6.3 The following RELEVANCY definitions, apply:

a) **VERY RELEVANT:** Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

b) **RELEVANT:** Present/Past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

c) **SOMEWHAT RELEVANT:** Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

d) **NOT RELEVANT:** Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

2.3.2 Teaming Agreements. (Only if offeror is proposing a Teaming Agreement).

2.3.2.1 Teaming Agreements shall provide the following information as part of their proposal-Volume II(a) not later than the date/time proposals are due:

2.3.2.1.1 Clearly establish roles of each party (who is prime and who is subcontractor, who is responsible for what tasks, contract administration, proposals, work management, etc.)

2.3.2.1.2 Provide for protection of competition-sensitive proprietary information. (subcontractor past performance cannot be disclosed to the prime offeror without the subcontractor's consent. Provide a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor, only if it is being used as part of the past performance evaluation.

2.3.2.1.3 Identify each member's share of the prospective contract, 50/50, 51/49, etc.

2.3.2.1.4 Exclusivity. Assurance that the team member will not be replaced for the duration of the contract, any exceptions should be identified. Assurance that the team members are not teaming with another firm for the same procurement.

2.3.2.1.5 Statement of acknowledgement that the Prime Contractor is responsible for adhering to contract terms and conditions and daily management. The Prime Contractor is obligated to negotiate in good faith and responsible for conveying mandatory government terms and conditions to subcontractors.

2.3.2.2 The prime contractor shall remain fully responsible for contract performance, regardless of any teaming agreement between the prime contractor and its subcontractors.

2.3.2.3 Each teaming offeror's past performance will be evaluated separately using the same evaluation methods described in paragraph 2.3.1 above. The Prime Contractor's past performance will be weighted slightly more than equal based on their overall responsibility for contract management. The separate ratings of each party in the Teaming Agreement will be combined to determine an aggregate PERFORMANCE CONFIDENCE RATING as defined in paragraph 2.3.3 below.

2.3.3 **PERFORMANCE CONFIDENCE RATINGS.** Based on the evaluation of all recent and relevant past performance for an offeror an overall Performance Confidence rating is assigned in accordance with FAR 15.305(a) (2). The Performance Confidence assessment represents the Government evaluation team's judgment of the

probability of an offeror successfully accomplishing the proposed effort based on the offerors demonstrated past and present performance.

The ratings are defined as follows:

2.3.3.1 **SUBSTANTIAL CONFIDENCE:** Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

2.3.3.2 **SATISFACTORY CONFIDENCE:** Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

2.3.3.3 **LIMITED CONFIDENCE:** Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.

2.3.3.4 **NO CONFIDENCE:** Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

2.3.3.5 **UNKNOWN CONFIDENCE (Neutral):** No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

## 2.4 FACTOR 3: Cost/Price Evaluation and Contractor Responsibility

2.4.1 Only offerors determined to be technically acceptable shall be ranked according to price, including any option prices (if applicable) using one or more of the techniques defined in FAR 15.404. Each offeror's price will be evaluated to determine if it is reasonable and realistic.

(i) Reasonable – Must represent a price to the Government that a prudent person would pay in the conduct of competitive business.

(ii) Realistic – Evaluation of the extent to which proposed costs are sufficient for the work to be performed, reflective of a clear understanding of the requirements, and consistent with the unique methods of performance and materials described in the offeror's technical proposal.

(iii) Unrealistically low proposed costs/prices may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or the offeror has made an unrealistic proposal.

2.4.2 Evaluation. If the lowest priced evaluated offer has been determined technically acceptable and is judged to have a Substantial Confidence rating that offer represents the best value for the government and the Government then assesses Contractor Responsibility.

2.4.3 Contractor Responsibility. Once the apparent successful offeror is selected the Government will evaluate the offeror's financial capabilities and the specified criteria at FAR 9.104. In the case of a Teaming Agreement, the financial capabilities of both teaming partners will be evaluated, with the Prime Contractor's financial capability carrying significantly more weight than the subcontractor's. Attachment 5, Financial Reference Worksheet will be forwarded to the financial institution and a determination will be made regarding the apparent successful offerors financial capabilities and overall contractor responsibility using the specified criteria at FAR 9.104.

3.0 If the lowest priced evaluated offer has been determined technically acceptable, is judged to have a Substantial Confidence rating, and is determined responsible, that offer represents the best value for the government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers. If the lowest priced offeror, that is technically acceptable, is not judged to have a Substantial Confidence rating or not deemed to meet the responsibility criteria at FAR 9.104, the next lowest priced offeror will be evaluated and the process will continue in order by price until an offeror is judged to have a Substantial Confidence

rating and meets the responsibility criteria or all offerors are evaluated. The Source Selection Authority shall then make an integrated assessment best value award decision.

4.0 Clarifications, Discussions, and Negotiations. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offerors initial offer should contain the offeror's best terms from a price and technical standpoint. In accordance with FAR 15.306, Offerors may be asked to clarify certain aspects of their proposal (for example, relevance of past performance information). Communications (Clarifications) conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Discussions or negotiations may be conducted with all offerors in the competitive range. Offerors may be required to participate in telephone discussions or in face-to-face oral discussions at the 1<sup>st</sup> Special Operations Contracting Squadron, 350 Tully Street, Hurlburt Field, FL, 32544.