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|---|---|--|-------------------------------|--------------------------|
| SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO. FA4417-16-R-0024 | 2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED 02-Aug-2016 | PAGE OF PAGES 1 OF 57 |
|---|---|--|-------------------------------|--------------------------|

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

| | | |
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| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. | 6. PROJECT NO. FTEV 13-1144 |
| 7. ISSUED BY 1SOCONS/LGCB-ROBERT E. BURNS 350 TULLY ST HURLBURT FIELD FL 32544 TEL: 850-884-7690 | CODE FA4417 FAX: | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE 1SOCONS/LGCB-RYAN MCCAULEY 350 TULLY STREET BLDG 90339 HURLBURT FL 32544-5810 TEL: 850-884-4942 FAX: 850-884-2001 |
| 9. FOR INFORMATION CALL: | A. NAME RYAN MCCAULEY | B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 8508844942 |

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):*

Replace Sanitary Sew age Pump Station
 -Project FTEV 13-1144, Replace Sanitary Sew erage Pump Station, Bldg. 90007
 -Specifications and Draw ings, dated 3 August 2015.
 -Enter prices in Section B, use TYPEWRITER or BLACK INK
 -Notice to Offeror(s)/Supplier(s): "Funds are not currently 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 closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs."
 -THE ACQUISITION IS A SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE
 NAICS: 237110 SIZE STANDARD: \$36,500,000.00
 -Disclosure of Magnitude of Construction: The estimated amount of this project is between \$250,000.00 and \$500,000.00.
 -The solicitation will be awarded IAW Part 15, Contracting by Negotiation. Your attention is directed to Sections L & M for proposal preparation.
 SEE CONTINUATION PAGE FOR ADDITIONAL BLOCK 10 INFORMATION.

11. The Contractor shall begin performance within 10 calendar days and complete it within 160 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See FAR 52.211-10 _____.)

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| 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> 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 22 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 181 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

| SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i> | | | | | | | | | | |
|--|--|---------------------------------------|-----------|-------------|---|--|--------|-----------------|--|------|
| OFFER (Must be fully completed by offeror) | | | | | | | | | | |
| 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> | | | | | |
| | | | | | See Item 14 | | | | | |
| CODE | | FACILITY CODE | | | | | | | | |
| 17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <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 | | |
| AWARD (To be completed by Government) | | | | | | | | | | |
| 21. ITEMS ACCEPTED: | | | | | | | | | | |
| 22. AMOUNT | | 23. ACCOUNTING AND APPROPRIATION DATA | | | | | | | | |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> | | | | ITEM | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c) | | | | | |
| 26. ADMINISTERED BY | | | CODE | | 27. PAYMENT WILL BE MADE BY: | | | | | CODE |
| CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE | | | | | | | | | | |
| <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 CONTINUATIONBLOCK 10 CONTINUATION

- All offerors MUST complete the Online Representations and Certifications application @ <https://www.sam.gov>. Failure to complete all required Representations and Certifications will make your proposal ineligible for award.

- CONTRACTOR DUNS NO. _____.

- CONTRACTOR CAGE CODE: _____. PLEASE ENTER REQUIRED INFORMATION.

- DISCLOSURE OF MAGNITUDE: THE ESTIMATED AMOUNT OF THIS PROJECT IS BETWEEN \$250,000.00 AND \$500,000.00.

NAICS Code: 237110 Size Standard: \$36,500,000.00

- A Site Visit has been scheduled for **Tuesday, 9 August 2016, 09:00 a.m., CST** at the 1st Special Operations Contracting Squadron, 350 Tully Street, BLDG 90339, Hurlburt Field, FL 32544. Fax or email written request with the name of those who will attend the site visit to Ryan McCauley,

Fax (850) 884-1272, email: ryan.mccauley.2@us.af.mil and Robert Burns, email: robert.burns.40@us.af.mil.

REQUESTS MUST BE RECEIVED NLT MONDAY, 8 August 2016, 11:00 AM., CST. 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 HIGHWAY 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 Ryan McCauley, Fax (850) 884-1272, email: ryan.mccauley.2@us.af.mil and Robert Burns, email: robert.burns.40@us.af.mil. Requests must be received NLT 24 hours prior to the date and time established for receipt of proposals.

-VALID ID: 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 | Minor Construction- Repl SS Pump Station FFP | 1 | Lot | | |
| | The contractor shall furnish all labor, materials, tools, supervision, and equipment to perform all operations necessary to accomplish all work as shown on the drawings and specifications for FTEV 13-1144 Replace Sanitary Sewer Pump Station, Building 90007, dated 3 August 2015. | | | | |
| | FOB: Destination | | | | |
| | 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 |

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 | 160 dys. ADC | 1 | 1 SOCES CEOE JOESEPH DESTEFANO 415 INDEPENDENCE RD HURLBURT FIELD FL 32544-5267 850-881-1511 FOB: Destination | F2F323 |

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

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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 160 calendar days from the notice to proceed . 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 \$191.11 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

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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 (Note: Invoice to be submitted only AFTER receipt of approved AF Form 3065, Contract Progress Report)

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

F2F332

(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 | F2F332 |
| Ship To Code | F2F323 |
| Ship From Code | _____ |
| Mark For Code | _____ |
| Service Approver (DoDAAC) | F2F332 |
| Service Acceptor (DoDAAC) | _____ |
| Accept at Other DoDAAC | _____ |
| LPO DoDAAC | _____ |
| DCAA Auditor DoDAAC | _____ |
| Other DoDAAC(s) | _____ |

(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.

ryan.mccauley@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.

Atlanta Regional Office of Naval Research (ONR)
 100 Alabama Street, Suite 4R15
 Atlanta, GA 30303
 Email: ONR_Atlanta@onr.navy.mil

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

(End of clause)

Section H - Special Contract Requirements

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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

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| 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 |
| 52.209-6 | 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 |
| 52.222-1 | 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 |

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| 52.222-21 | Prohibition Of Segregated Facilities | APR 2015 |
| 52.222-26 | Equal Opportunity | APR 2015 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | APR 2015 |
| 52.222-35 | Equal Opportunity for Veterans | OCT 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 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 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 |

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| 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 |
| 52.244-5 | Competition In Subcontracting | DEC 1996 |
| 52.244-6 | Subcontracts for Commercial Items | JUN 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 |
| 252.236-7005 | Airfield Safety Precautions | DEC 1991 |
| 252.236-7006 | Cost Limitation | JAN 1997 |
| 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

52.219-28 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 237110- assigned to contract number **TBD**.

(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:

**1st Special Operations Contracting Squadron
350 Tully Street, Bldg. 90339
Hurlburt Field, FL 32544**

(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\ |
|-----------------------------------|-----------------|----------|---------------------|
|-----------------------------------|-----------------|----------|---------------------|

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)

52.225-20 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)

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 \$3,000,000.00, 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 Chapter 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 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 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:

FTEV 13-1144 Replace Sanitary Sewage Pump Station, Bldg. 90007

(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 Jason Whittle, 427 Cody Avenue, Bldg 90333, Hurlburt Field, FL 32544-5407, Phone: (850)884-3990, FAX: (850)884-2476, e-mail: jason.whittle@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 (ODSs) (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 [see Attachment 6](#) 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 [Attachment 6](#) 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

LIST OF ATTACHMENTS
ATTACHMENTS
LIST OF ATTACHMENTS

| ATTACHMENT TITLE | DATE | NUMBER OF PAGES |
|--|-------------|------------------------|
| 1. SPECIFICATIONS FTEV 13-1144 | 8/3/201501 | 00 00 – 133 71 73 – 3 |
| 2. DRAWINGS FTEV 13-1144 | 8/3/2015 | 7 |
| 3. SCHEDULE OF WAGE RATES GENERAL DECISION NUMBER FL 20160170 | 1/8/2016 | 5 |
| 4. PAST PERFORMANCE QUESTIONNAIRE TO BE REMOVED AT AWARD | UNDATED | 4 |
| 5. FINANCIAL INSTITUTION REFERENCE SHEET TO BE REMOVED AT AWARD | UNDATED | 1 |
| 6. ADDITIONAL CONTRACTOR INFORMATION | UNDATED | 2 |

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 237110.

(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 |
|------------|-------|-------|--------|
| ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- |

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)

52.222-22 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)

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 AFB, Okaloosa County, FL.

(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 Robert Burns.

(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--

9 August 2016 at 09:00 am CST

(c) Participants will meet at--

1st Special Operations Contracting Squadron, 350 Tully Street, BLDG 90339, Hurlburt Field, FL 32544

(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):

<http://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)

SECTION L

Section L

Instructions, Conditions, and Notices to Offerors

1.0 General Instructions

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

1.0.2. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the 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 their facilities and experience and may rely heavily, during its evaluation, on the information presented in the offeror's proposal.

1.0.3. Elaborate brochures or documentation, binding, detailed art work, or other embellishments are unnecessary and are not desired.

1.0.4. The proposal acceptance period is specified in Section A of solicitation. The offeror shall make a clear statement in Section A of the proposal documentation volume that the proposal is valid through this date.

1.0.5. In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals.

1.0.6. 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 General Information

1.1.1. Point of Contact

The Contracting Officer (CO) listed below is the point of contact (POC) for this acquisition. Address any questions or concerns you may have to the CO. For continuity purposes please courtesy copy the Contract Specialist when sending any correspondence. Written requests for clarification may be sent to the CO and Contract Specialist at the following email addresses:

Robert Burns, Contracting Officer, Robert.Burns.40@us.af.mil, 850-884-2036

Ryan McCauley, Contract Specialist Ryan.McCauley.2@us.af.mil, 850-884-4942

1.1.2. Debriefings

The CO will promptly notify offerors of any decision to exclude them from the competitive range; whereupon, they may request and receive a debriefing in accordance with [FAR 15.505](#). Offerors excluded from the competitive range may request a preaward debriefing or they may choose to wait until after the source selection decision to request a post award debriefing. However, offerors excluded from the competitive range are entitled to no more than one debriefing for each proposal. The CO will notify unsuccessful offerors in the competitive range of the source selection decision in accordance with [FAR 15.506](#). Upon such notification, unsuccessful offerors may request a debriefing. Offerors desiring a debriefing must make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable.

1.1.3. 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 CO in writing with supporting rationale as well as the remedies the offeror is asking the CO 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.

1.1.4. Electronic Reference Documents

All referenced documents for this solicitation are available on the Federal Business Opportunities (FedBizOpps) 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.

1.1.5. 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 in Fedbizops (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.

1.1.6 Who Can Participate

Who Can Participate. Proposals may only be submitted by Service Disabled Veteran Owned Small Business firms. At the time of initial contract offer and at time of award, each business must be a SDVOSB. 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.

1.2 Organization/Number of Copies/Page Limits

Proposals shall be prepared in three volumes: **Volume I – Technical Proposal –SUBFACTOR 1 and SUBFACTOR 2, Volume II – Past Performance Information, and Volume III – Price Proposal** – Volumes I through III constitute the proposal. 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. Page limitations may be placed on responses to Evaluation Notices (ENs) as well. The specified page limits for EN responses will be identified in the letters forwarding the ENs to the offerors

1.2.1.1. Page Size, Format and Limit

(a) A page is defined as each face of a 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 will be removed from the proposal and will not be evaluated. For the purposes of formatting, a page is defined as one face of an 8 ½" X 11" sheet of paper containing information and typing shall not be less than 12 pitch. Pages shall be numbered sequentially by volume. The stated page and format restrictions shall apply to responses to ENs; as well as, the stated limitations shall apply to both electronic and hard copy proposals.

| | |
|---|----|
| (b) Volume I – Technical Proposal –SUBFACTOR 1 - Page Limit | 15 |
| SUBFACTOR 2 - Page Limit | 35 |
| Volume II (a) – Past Performance Information - Page Limit | 20 |
| Volume II (b) – Teaming Agreement Information - Page Limit | 20 |
| Volume III – Cost/Price - Page Limit | 20 |

1.2.2 Cost or Pricing Related Data

All cost or pricing data shall be addressed ONLY in the Cost/Price Proposal and Contract Documentation Volumes. Cost trade off information, work hour estimates, and material kinds and quantities may be used in other volumes only as appropriate for presenting rationale for alternatives or design and trade off decisions.

1.2.3 Cross-Referencing

To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross referencing to other volumes of the proposal. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity.

1.2.4 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.

1.3 Electronic Offers

Electronic offers will not be accepted.

1.4 Distribution

The "original" proposal shall be identified. Proposals shall be addressed to the CO and mailed or hand carried to:

1 SOCONS
 Attention: Robert Burns
 Building 90339
 350 Tully St
 Hurlburt Field, FL 32544

1.5 Proposal Acceptance Period

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

2.0 FACTOR 1, VOLUME I - Technical Volume (Submit original and one (1) sanitized copy with CAGE code only in place of Company Name). Sanitized copy shall be provided in a separate binder. Entire volume is limited to 50 pages.

2.1 General: The technical proposal shall be prepared in accordance with these instructions and shall be evaluated in accordance with the evaluation criteria and evaluation standards in Section M, Evaluation Factors for Award. Technical proposals shall include necessary information to enable the evaluators to form a definitive conclusion concerning the offeror's ability to perform the required construction.

2.1.1 SUBFACTOR 1 – Project Schedule

2.1.1.1 Project Schedule:

Using the provided specifications, the offeror must provide a project schedule and narrative supporting the schedule. The proposal shall describe procedures, processes and methods for tracking the progress of the project and interface with the Government and contractor team from beginning to end. The project schedule and supporting narrative shall capture the separate work elements of the project, the order of work elements to include project phasing, number of days for each work element and the identification of long lead time materials. Long lead items such as major equipment, electrical equipment, pre-engineered piping, 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. At a minimum, the Project 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. 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. The form must show major measurable line items of the construction project, percentage/value each line item represents in the total proposal cost and a timeline when each line item is scheduled to be completed. **The project schedule itself shall visually depict and address each of the following elements:**

2.1.1.1.1 Identification of separate work elements

2.1.1.1.2 Order of work elements to include project phasing

2.1.1.1.3 Number of days for each work element

2.1.1.1.4 Identification of Long Lead Time Materials (Long lead items such as major equipment, electrical equipment, pre-engineered piping, 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.).

2.1.2 SUBFACTOR 2 – Management Plan and Qualifications

2.1.2.1 Management Plan/Approach

Provide a plan that shows the offeror's overall management plan/approach. This plan shall include the offerors overall management approach with regard to organization, coordination, development, monitoring and control of the construction process. The plan shall also describe the offerors site office organization with regard to levels of management, supervisory experience, personnel authority, and specific positions required to manage requirements throughout construction to completion. The plan shall also describe your material purchasing system and capabilities. Describe how warranty/maintenance support, unforeseen site conditions, design errors, etc. will be handled by your organization. Describe interface with home/site office, subcontractor operations, and construction teams. Describe interface and partnering with government project managers, contracting officials, inspectors, and users. Finally, the plan shall include an organizational chart with names of assigned personnel and proposed subcontractors and their areas of responsibility for each portion, along with policies and procedures for selection and management of subcontractors. The chart shall also clearly delineate on-site from off-site personnel. The Management Plan must ensure the requirements of the specifications are met at a minimum. The plan shall include the following components minimum elements:

- Levels of management
- Supervisory experience
- Personnel authority
- Offeror's ability to furnish manpower and equipment necessary to perform and manage multiple disciplines of this requirement
- Policies and procedures for effective selection and management of subcontractors
- Material purchasing system and capabilities
- Process and procedures for warranty/maintenance support, unforeseen site conditions and design errors
- Interface with home/site office, subcontractor ops, and construction teams
- Include an organizational chart with names of assigned personnel and proposed subcontractors and their areas of responsibility for each portion

2.1.2.2 Qualifications:

The contractor's key personnel who will be involved in the day-to-day accomplishment of this contract shall include, as a minimum, personnel qualified in the areas identified below. If the contractor must change any personnel during the course of this contract, the Contractor shall provide appropriate documentation to the CO that substantiates the qualifications of the

replacement employee to perform the required duties of the position. The CO will verify the proposed replacement's qualifications and reserves the right to reject the replacement or a proposed change in personnel. The following sub-paragraphs identify the minimum requirements, certifications, licenses, etc. required for personnel performing activities or acting in a specific capacity:

- Program/Project Manager (PM):

The contractor's Program/Project Manager shall have as a minimum at least five (5) years' experience managing construction projects. The PM is the primary POC for the CO for all contractual issues with regards to project/program execution and is responsible for the overall management of this contract. The PM is to ensure that quality work is accomplished on schedule and assuring qualified personnel and subcontractors are assigned to complete performance. It is the PM's responsibility to ensure that contractor personnel and subcontractors possess the appropriate qualifications and experience to complete specified project tasks and that they comply with all statutes, regulations, as well as the contract requirements. The PM shall have and provide to CO, upon request, all required employee or subcontractor certifications/qualifications.

- Superintendent:

The Contractor's Superintendent shall be a licensed architect or engineer; and within the past three years completed a Site Safety Manager Orientation course or 10-hour OSHA course;

OR

Have been a Construction Superintendent for 5 of the past 10 years; and within the past three years completed a Site Safety Manager Orientation course and 10-hour OSHA course; and hve a minimum of three years of experience in the construction of lift stations or sanitary sewer systems.

3.0 FACTOR 2, Volume II - PAST PERFORMANCE Submit original and one (1) copy. Volume II(a) is limited to 20 pages and Volume II(b) is limited to 20 pages. Past Performance Questionnaires and Construction Contractor's Appraisal Support System (CCASS) evaluations are not included in the page limitation.

3.1 Offerors shall provide adequate past performance information on completed or current contracts (including Federal, State, local government and private) considered most relevant in demonstrating the 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 3.1.8, when such information is relevant to the instant acquisition. Offerors are required to explain what aspects of each contract are deemed relevant to complexity and magnitude 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).

3.1.1 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

3.1.1.1 Each proposal shall provide current and relevant information regarding an offeror's actions under previously awarded contracts

a) Recency Assessment

An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past five (5) years from the issuance month of this solicitation. Past performance information that fails this condition will not be evaluated.

b) Relevancy Assessment

The Government will conduct an in-depth evaluation of all recent performance information obtained to determine how closely the products provided/services performed under those contracts relate to the Technical subfactors and Cost/Price factor, including their relative order of importance [reference Section M, para 1.1(a)(2)]. Consideration will be given to projects involving the type of construction and work elements described in the attached Specifications. Relevant past performance information must demonstrate construction experience with the installation of new lift stations, valve boxes and control panels; construction of new manholes and sanitary sewer systems; and the removal of existing pump stations from service; and removal of existing valve boxes at a magnitude equal or greater size as this project (installation of a roughly six foot diameter lift station at approximately 10 foot depth). A relevancy determination of the offeror's past performance will be made based upon the aforementioned considerations,

including joint venture partner(s). In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror or teaming partner whose contract is being reviewed and evaluated. The past performance questionnaires and information obtained from other sources will be used to establish the degree of relevancy of past performance.

3.1.2 Offerors shall identify past contracts for efforts similar to the Government requirement as stated in this RFP. Offerors must provide information on all relevant Federal contracts before State, local government or private contracts. Limit contract references to work performed in the last five (5) years with a maximum of 10 total references. All references for work that have not been performed within five (5) years of the issue month of the solicitation will not be evaluated. In addition, past performance information on contracts not listed by the offeror may be solicited and used in determining the overall past performance rating.

3.1.3 Provide a summary of the previous contracts described above, not to exceed 1 page of past performance information per reference. The summary must include:

- (1) Name of project (Contract number, if applicable)
- (2) Name and address of customer or Government agency
- (3) Name, telephone, fax number and/or email of customer contact or contracting officer
- (4) Dollar value
- (5) Period of performance/Completion date
- (6) Brief description of work performed, and why the effort is relevant

3.1.4 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 in the list you provide and instruct them to return the completed questionnaire to the individual(s) indicated in paragraph 3.1.5 below. Evaluators are only allowed to use the Attachment 4, Past Performance Questionnaire. 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 (3.1.3 above)].

3.1.5 Inform your references that they shall forward questionnaires directly to the address below. Questionnaires must be received in the 1st 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. In lieu of a Past/Present Performance Questionnaire, if a project is currently available in the Past Performance Information Retrieval System (PPIRS), the contractor should attach the evaluation to the questionnaire with the relevant solicitation number and submit directly to the 1st Special Operations Contracting Squadron office before the official closing date and time.

1 SOCONS/LGCB
Attention: Robert Burns or Ryan McCauley
350 Tully St, Bldg 90339
Hurlburt Field, FL 32544-5810
Fax: (850) 884-1272

OR Email: Robert Burns – Robert.Burns.40@us.af.mil
Ryan McCauley – Ryan.McCauley.2@us.af.mil

3.1.6 Lack of any past performance will not automatically disqualify an offeror, but it is a factor that is considered in the Best Value Subjective Tradeoff Source Selection described in Section M.

3.1.7 If the offeror claims there is no past performance, then that status must be identified to the contracting officer not later than the date/time proposals are due from all offerors.

3.1.8 Volume II(b) - 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 teaming members must provide complete information as to relevant and recent past performance information on previous teaming agreements. If this is a first time joint effort, each party to the teaming agreement must provide information on all relevant contracts as specified in paragraph (ii). The maximum number of references combined shall not exceed 15 total.

3.1.8.1 The Government will recognize the integrity and validity of formal contractor teaming agreements; provided, the agreements are identified and company relationships are fully disclosed in an offer. A teaming agreement must establish each party's role in the proposal preparation process and will be incorporated into the contract. Failure to clearly define roles and/or provide a teaming agreement with a proposal shall make teaming arrangements and related subcontractor past performance ineligible for evaluation and consideration of award. The prime contractor shall remain fully responsible for contract performance, regardless of any teaming agreement between the prime contractor and its subcontractors. Teaming Agreements must provide the following information as part of their proposal, Volume II (b), not later than the date/time proposals are due:

- i. 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)
- ii. 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.
- iii. Identify each member's share of the prospective contract, 50/50, 51/49, etc.
 - iv. 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.
 - v. 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.
 - vi. The prime contractor shall remain fully responsible for contract performance, regardless of any teaming agreement between the prime contractor and its subcontractors.

3.1.8.2 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.

4.0 FACTOR 3, VOLUME III - Price/Cost Proposal. Submit the Standard Form 1442 and all pages originally included in the RFP. Submit original and one (1) copy.

4.1 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).

4.2 Insert prices in Section B for each Contract Line Items, including all options. All line items must be filled in. Failure to provide prices for all line items may eliminate you from competition.

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

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

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

6.0 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). 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

7.0 Questions.

All questions regarding this solicitation must be submitted in writing. All questions received prior to RFP closing date and subsequent answers will be posted to the Federal Business Opportunities website 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: Robert Burns or Ryan McCauley

OR Email: Robert Burns – Robert.Burns.40@us.af.mil
Ryan McCauley – Ryan.McCauley.2@us.af.mil

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

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)

52.217-5 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)

SECTION M

Section M

Evaluation Factors for Award

1.0 SOURCE SELECTION

a. Basis for Contract Award

This is a best value source selection conducted in accordance with [Federal Acquisition Regulation \(FAR\) 15.3](#), Source Selection, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Air Force Federal Acquisition Regulation Supplement (AFFARS). These regulations are available electronically at the Air Force (AF) FARSite, <http://farsite.hill.af.mil>. The Best Value technique chosen for this particular acquisition will be a Subjective Tradeoff. The Government will select the best overall offer, based upon an integrated assessment of Technical/Technical Risk, Past Performance, and Cost/Price. Contract(s) may be awarded to the offeror who is deemed responsible in accordance with the FAR, as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged, based on the evaluation factors and subfactors to represent the best value to the Government. The Government seeks to award to the offeror who gives the Air Force the greatest confidence that it will best meet, or exceed, the requirements. This may result in an award to a higher rated, higher priced offeror, where the decision is consistent with the evaluation factors, and the Source Selection Authority (SSA) reasonably determines that the technical and/or past performance of the higher price offeror outweighs the cost difference. The SSA will base the source selection decision on an integrated assessment of proposals against all

source selection criteria in the solicitation (described below). While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective; and therefore, professional judgment is implicit throughout the entire process.

b. Discussions.

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.

1.1 EVALUATION FACTORS

a. Evaluation Factors and Subfactors

(1) The following evaluation factors and subfactors will be used to evaluate each proposal: Award will be made to the offeror proposing the combination most advantageous to the Government based upon an integrated assessment of the evaluation factors and subfactors described below.

Factor 1: **Technical [Volume I]**

Subfactor 1: **Project Schedule**

Subfactor 2: **Management Plan and Qualifications**

Factor 2: **Past Performance [Volume II (a); include Volume II (b) if proposing a Teaming Agreement]**

Factor 3: **Cost/Price [Volume III]**

(2) Relative Importance of Factors and Subfactors. The relative importance of each factor and subfactor is as follows: Technical, Past Performance and Cost/Price are listed in descending order of importance with Factor 1 (Technical) being most important, Factor 2 (Past Performance) next in importance and Factor 3 (Cost/Price) is last in importance. Within the Technical Factor, subfactor 1 is more important than subfactor 2.

In accordance with [FAR 15.304\(e\)](#), all evaluation factors other than Cost/Price, when combined, are significantly more important than cost or price.

b. Technical Factor

The Technical evaluation provides for two distinct but related assessments into one rating: the Technical and the Technical Risk. These two have equal impact for the rating of each Technical subfactor.

(1) Technical Assessment. The technical assessment provides an assessment of the quality of the offeror's solution for meeting the Government's requirement. The assessment will focus on the strengths and deficiencies of the offeror's proposal, and how well the offeror's proposal meets the Technical subfactor requirements.

(2) Technical Risk Assessment. The Assessment of Technical Risk, which is manifested by the identification of weakness(es), considers potential for disruption of schedule, degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance. The risk rating considers the risk associated with the technical approach in meeting the requirement. For any weakness identified, the evaluation shall address the offeror's proposed mitigation and why that mitigation approach is or is not manageable.

Each Technical subfactor will receive one of the color ratings described in [DoD Source Selection Procedures, Table 3 – Combined Technical/Risk Ratings](#), excerpted below. The Technical Risk descriptions identified in the Combined Technical/Risk Rating description are further defined in [DoD Source Selection Procedures, Table 2B – Technical Risk Descriptions](#), excerpted below. Subfactor ratings shall not be rolled up into an overall color rating for the Technical factor.

| TABLE 3 – COMBINED TECHNICAL/RISK RATINGS | | |
|--|--------------------------|---|
| Color Rating | Adjectival Rating | Description |
| Blue | Outstanding | Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low. |
| Purple | Good | Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate. |
| Green | Acceptable | Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate. |
| Yellow | Marginal | Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. |
| Red | Unacceptable | Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable. |

| TABLE 2B – TECHNICAL RISK DESCRIPTIONS | |
|---|---|
| Rating | Description |
| Low | Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of |

| | |
|--------------|---|
| | performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties. |
| Moderate | Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties. |
| High | Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring. |
| Unacceptable | Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level. |

Subfactor 1: Project Schedule. Using the provided specifications, the offeror must provide a project schedule and narrative supporting the schedule. The proposal shall describe procedures, processes and methods for tracking the progress of the project and interface with the Government and contractor team from beginning to end.

1. Project schedule (with supporting narrative): The progress schedule and supporting narrative will be evaluated on how well the offeror captured the separate work elements of the project, the order of work elements to include project phasing, number of days for each work element and the identification of long lead time materials. Long lead items such as major equipment, electrical equipment, pre-engineered piping, 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. At a minimum, the Project 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 project schedule itself shall be evaluated to determine if it visually depicts and addresses each of the following elements:**

2.1.1.1.1 Identification of separate work elements

2.1.1.1.2 Order of work elements to include project phasing

2.1.1.1.3 Number of days for each work element

2.1.1.1.4 Identification of Long Lead Time Materials (Long lead items such as major equipment, electrical equipment, pre-engineered piping, 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.).

Subfactor 2: Management Plan and Qualifications. The offer's Management Plan and Qualifications will be evaluated as to the soundness of the Offeror's approach to adequately staff and manage this construction project at Hurlburt Field.

1. Management Plan: The offeror's overall management plan/approach will be evaluated on its organization, coordination, development, and monitoring, and control of the construction processes. The Government source selection team will review to determine whether sufficient information is provided to describe interface with home/site office, subcontractors operations, and construction teams; interface and partnering with Government project managers, contracting officials, inspectors and users; and methods and criteria used to screen and select quality subcontractors and design consultants to ensure an appropriate level of experience and expertise for the job. The Management Plan must ensure the requirements of the specifications and Section L are met at a minimum. The plan shall effectively include, but is not limited to, the following components:

- Levels of management
- Supervisory experience
- Personnel authority
- Offeror's ability to furnish manpower and equipment necessary to perform and manage multiple disciplines of this requirement
- Policies and procedures for effective selection and management of subcontractors
- Material purchasing system and capabilities
- Process and procedures for warranty/maintenance support, unforeseen site conditions and design errors
- Interface with home/site office, subcontractor ops, and construction teams
- Include an organizational chart with names of assigned personnel and proposed subcontractors and their areas of responsibility for each portion

2. Qualifications: The Source Selection Team will evaluate the contractor's proposed key personnel who will be involved in the day-to-day accomplishment of this contract including, as a minimum, personnel qualified in the areas identified below. The Source Selection Team will evaluate this subfactor to determine if the qualifications of proposed personnel meet the identified minimum requirements, certifications, licenses, etc. required for personnel performing activities or acting in the specific capacity.

- Program/Project Manager (PM):

The contractor's Program/Project Manager shall have as a minimum at least five (5) years experience managing construction projects. The PM is the primary POC for the CO for all contractual issues with regards to

project/program execution and is responsible for the overall management of this contract. The PM is to ensure that quality work is accomplished on schedule and assuring qualified personnel and subcontractors are assigned to complete performance. It is the PM's responsibility to ensure that contractor personnel and subcontractors possess the appropriate qualifications and experience to complete specified project tasks and that they comply with all statutes, regulations, as well as the contract requirements. The PM shall have and provide to CO, upon request, all required employee or subcontractor certifications/qualifications.

- **Superintendent:**

The Contractor's Superintendent shall be a licensed architect or engineer; and within the past three years completed a Site Safety Manager Orientation course or 10-hour OSHA course;

OR

Have been a Construction Superintendent for 5 of the past 10 years; and within the past three years completed a Site Safety Manager Orientation course and 10-hour OSHA course; and have a minimum of three years of experience in the construction of lift stations or sanitary sewer systems.

In arriving at a best value decision, the Government reserves the right to give positive consideration, i.e., assign a strength, for performance in excess of threshold requirements.

c. Past Performance Factor

The Past Performance evaluation will result in an overall performance confidence assessment as defined below. This performance confidence assessment represents the Government evaluation team's judgment of the probability of an offeror successfully accomplishing the proposed effort based on the offeror's demonstrated past and present performance. The performance confidence assessments are defined as follows:

| TABLE 5- PERFORMANCE CONFIDENCE ASSESSMENTS | |
|--|--|
| Rating | Description |
| 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. |
| 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. |

| | |
|---------------------------------|--|
| 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. The offeror may not be evaluated favorably or unfavorably on the factor of past performance. |
| 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. |
| 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. |

(1) Evaluation Process. The past performance evaluation considers each offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract's requirements. Performance confidence is assessed at the overall Past Performance factor level after evaluating aspects of the offeror's recent past performance, focusing on performance that is relevant to the Technical subfactors and Cost/Price factor taking into consideration their relative order of importance stated in Section M, para 1.1(a)(2). In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance proposal volume and information obtained from other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program Managers and Contracting Officers; the Defense Contract Management Agency (DCMA), and commercial sources.

(i) Recency Assessment

An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past five (5) years from the issuance month of this solicitation. Past performance information that fails this condition will not be evaluated.

(ii) Relevancy Assessment

The Government will conduct an in-depth evaluation of all recent performance information obtained to determine how closely the products provided/services performed under those contracts relate to the Technical subfactors and Cost/Price factor, including their relative order of importance [reference Section M, para 1.1(a)(2)]. Consideration will be given to projects involving the type of construction and work elements described in the attached Specifications. Relevant past performance information must demonstrate construction experience with the installation of new lift stations, valve boxes and control panels; construction of new manholes and sanitary sewer systems; and the removal of existing pump stations from service; and removal of existing valve boxes at a magnitude equal or greater size as this project (installation of a roughly six foot diameter lift station at approximately 10 foot depth). A relevancy determination of the offeror's past performance will be made based upon the aforementioned considerations,

including joint venture partner(s). In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror or teaming partner whose contract is being reviewed and evaluated. The past performance questionnaires and information obtained from other sources will be used to establish the degree of relevancy of past performance. The Government will use the following relevancy definitions when assessing recent contracts:

| Rating | Definition |
|-------------------|---|
| VERY RELEVANT | Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires. |
| RELEVANT | Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires. |
| SOMEWHAT RELEVANT | Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires. |
| NOT RELEVANT | Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires. |

(2) Assigning Ratings. As a result of the relevancy of the recent contracts evaluated, offerors will receive an integrated performance confidence assessment rating. Although the past performance evaluation focuses on performance that is relevant to the Technical subfactors and cost/price factor, the resulting performance confidence assessment rating is made at the factor level and represents an overall evaluation of contractor performance. Offerors without a record of recent/relevant past performance or for whom information on past performance is so sparse that no meaningful confidence assessment rating can be reasonably assigned will not be evaluated favorably or unfavorably on past performance and, as a result, will receive an "Unknown Confidence" rating for the Past Performance factor.

More recent performance will have a greater impact on the Performance Confidence Assessment than less recent or relevant effort. A strong record of relevant past performance may be considered more advantageous to the Government than an "Unknown Confidence" rating. Likewise, a more relevant past performance record may receive a higher confidence rating and be considered more favorably than a less relevant record of favorable performance.

(3) If team agreement is submitted as part of the proposal as outlined in Section L para 3.1.8, each teaming offeror's past performance will be evaluated separately using the same evaluation methods described 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 1.1.c.

d. Cost or Price Factor

The offeror's Cost/Price proposal will be evaluated to ensure it is reasonable and realistic, pursuant to [FAR 15.404](#). For additional information see [FAR 31.201-3](#).

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

(2) 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.

(3) 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.

(4) Unbalanced Pricing: The Government will analyze proposals to determine whether they are unbalanced with respect to prices, variable quantity matrix factors, and separately priced line items in accordance with FAR 15.404-1. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

e. 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 1st Special Operations Contracting Squadron, 350 Tully Street, Hurlburt Field, FL, 32544.

f. 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.

1.2 SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors or subfactors. Failure to comply with the terms and conditions of the solicitation may result in the offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale.