

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. FA330018R0009	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 29-Mar-2018	PAGE OF PAGES 1 OF 48
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. F2X3CE7340AW02	6. PROJECT NO. PNQS-11-5096
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7. ISSUED BY 42 CONS SQD ATTN: LGCC-1 50 LEMAY PLAZA SOUTH BLDG 804 MAXWELL AFB AL 36112-5948 TEL: FAX: 334-953-7720	CODE FA3300	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME JEREMY B. KERSEY	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 334-953-6242
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SOLICITATION

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

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

Renovate Bld. 678

Project Number: PNQS 11-5096

The estimated magnitude of this construction is between \$5,000,000 and \$10,000,000.

This will be a set-aside for Service Disabled Veteran Owned Small Business located within a 250 mile radius of Maxwell AFB, AL 36112.

Performance and Payment Bonds are mandatory.

11. The Contractor shall begin performance within 10 calendar days and complete it within 480 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See FAR 52.211-10 _____.)

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

YES NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 03:00 PM (hour) local time 30 Apr 2018 (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 90 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

NOTICE TO OFFEROR

Funds are not presently available for this effort. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse the offeror for any costs.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Renovate Admin Bldg. 678 FFP Includes wood exterior doors; basement floor with no covering or paint; front entry steps patched; interior stair railings to remain in place with plexiglass, and Addendum #1 shown on sheet ADD-1. Excludes CLINs 0002, 0003, 0004 and 0005. FOB: Destination PURCHASE REQUEST NUMBER: F2X3CE7340AW02	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Swing Space - Renovate Admin Bldg. 678 FFP Swing Space (modular) as shown on Sheets SSA-2, SSA-3, SSC-1, SSC-2, & SSC-3 and SECTION 01-8000 and the related specification sections listed therein. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Exterior Blast-Resistant Windows FFP All exterior blast-resistant windows for Building 678. Do not include window demolition. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Building 903 Repairs FFP BID OPTION 1: Swing space in Building 903. Include communications; painting; repairs; carpet; and furniture/box moving as shown on Sheet SSA-1 and SECTION 01-8000 and the related specification sections listed therein. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Basement Floor Coverings FFP BID OPTION 2: Additional amount to install basement floor coverings for Building 678 per Sheet A2.5. FOB: Destination	1	Each		

NET AMT

Section C - Descriptions and Specifications

DESCRIPTION/SPECIFICATIONS

Building 678 interior will be completely renovated, with a modernization of all building and all building systems and infrastructure. The work generally consists of, but is not limited to the following:

- a) Replace the HVAC systems in the entire building.
- b) Replace the electrical systems in the entire building.
- c) New lighting throughout the building.
- d) New power outlets and wiring throughout.
- e) New Communication/Data rooms in addition to new data outlets and wiring throughout.
- f) Fire Protection, new sprinkler system (wet pipe) for the building.
- g) New building hydraulic passenger elevator.
- h) All new interior walls with the exception of existing original/historic structural walls/partitions to remain around the existing central stair.
- i) Building finishes including, but not limited to carpet, porcelain tile, VCT, base, and paint.
- j) New acoustical ceilings throughout the building.
- k) New interior doors, frames, hardware and openings as scheduled.
- l) New exterior insulated openings at all building entrances. See Addendum 1 (Sheet ADD-1).
- m) Waterproofing Basement exterior walls and interior columns at slab joints.
- n) Repair front concrete stairs and paint railings. See Addendum 1 (Sheet ADD-1).
- o) Replace interior stair tread/riser coverings and paint railings. See Addendum 1 (Sheet ADD-1).
- p) Replace windows. New windows are included in the project but are priced separately for accounting purposes.
- q) Exterior re-caulking of sealant of new and existing joints.
- r) Miscellaneous items as required for the completion of project as called for by contract drawings and specifications.
- s) Contractor is responsible for protecting, moving and storing furniture, and equipment for areas of building under construction.
- t) Provide swing space as shown.
- u) Cleaning and recoating all exterior wall surfaces.

Temporary Swing Space Trailers/Modular Buildings (CLIN 0002)

Provide and install temporary administrative space, utilities, and interior systems shown in Sheets SSA-2, SSA-3, SSC-1, SSC-2, SSC-3, and SECTION 01-8000 and the related specification sections listed therein.

Exterior Blast-Resistant Windows (CLIN 0003)

All exterior blast-resistant windows for Building 678. Do not include window demolition.

Bldg 903 Temporary Swing Space (CLIN 0004, Bid Option #1)

Include communications, painting, repairs, carpet, and furniture/box moving as shown on the drawing SSA-1 and SECTION 01-8000 and the related specification sections listed therein.

Basement Floor Coverings in Building 678 (CLIN 0005 Bid Option #2)

Additional amount to install basement floor coverings per Sheet A2.5.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	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 / CAGE
0001	480 dys. ANP	1	42 CES/CE 400 CANNON STREET BLDG 1060 MAXWELL AFB AL 36112-6553 334-953-1851 FOB: Destination	F2X3CE
0002	480 dys. ANP	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2X3CE
0003	480 dys. ANP	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2X3CE
0004	480 dys. ANP	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2X3CE
0005	480 dys. ANP	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2X3CE

Section G - Contract Administration Data

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	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
52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	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	NOV 2016
52.219-14	Limitations On Subcontracting	JAN 2017
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
52.222-21	Prohibition Of Segregated Facilities	APR 2015

52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
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
52.223-3	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
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	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
52.232-16 Alt I	Progress Payments (Apr 2012) - Alternate I	MAR 2000
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	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
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984

52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	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	NOV 2017
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
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.209-7004	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
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **480 days After the Notice to Proceed (ANP)**. 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 **\$732.50** 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)

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

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

(End of provision)

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

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

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

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

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

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

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

(3) For long-term contracts--

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

- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 236220- assigned to contract number (TBD).

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

(End of clause)

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
29.9%	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
Montgomery, Alabama (Montgomery County)

(End of provision)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, 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. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United

States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

(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 42 CONS/LGCC
50 LEMAY PLAZA SOUTH
MAXWELL AFB, AL 36112

(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)

52.228-1 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**, 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/vffara.htm>

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(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 (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)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(JUNE 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

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).

Invoice and Receiving Report (Combo)

(Creates two documents, an Invoice and a Receiving Report, within one data entry session (Combo). Creating both documents at the same time, rather than separately, is recommended.

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

(Section E of SF1442)

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	Block 27 (Payment will be made by) of SF1442 – Pay DoDAAC code is used to route documents to the Defense Finance Accounting office responsible for payment.
Issue By DoDAAC	Block 7 (Issued by) of SF1442. Contracting office that issued your contract – WAWF uses the code to route the document to the base
Admin DoDAAC	Block 26 (Administered by) of SF1442
Inspect By DoDAAC	Section E of SF1442 - If an inspection is called for in the document, then you must provide the DoDAAC/Ext this code identifies the inspector.

Ship To Code	Section F of SF1442– <i>This is a crucial piece of information. It will be different for almost every contract issued.</i>
Ship From Code	“Not applicable.”
Mark For Code	Customer
Service Approver (DoDAAC)	“Not applicable.”
Service Acceptor (DoDAAC)	Block 15 (Deliver to) of SF1449 – <i>It is used to route documents to receiving service acceptor in WAWF.</i>
Accept at Other DoDAAC	“Not applicable.”
LPO DoDAAC	“Not applicable.”
DCAA Auditor DoDAAC	“Not applicable.”
Other DoDAAC(s)	“Not applicable.”

(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 e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

wayne.cooper.1@us.af.mil

jeremy.kersey.1@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.

paulette.montgomery-troy@us.af.mil

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

(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:

Renovate Administrative Building 678, Maxwell AFB, AL

(End of clause)

5352.201-9101

OMBUDSMAN

JUN 2016

(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, Primary: Mr. David E. Jones, Deputy Director of Contracting, AFICA/KT; Alternate: Mr. Stephen G. Smith, Chief, Clearance and Program Support Division, AFICA/KTC; Address: 2035 First Street West, JBSA Randolph AFB TX 78150-4304; Telephone Numbers: (210) 652-1722 or (210) 652-7075; and E-mail Addresses: david.jones.3@us.af.mil or stephen.smith@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)

5352.242-9000 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, and valid vehicle insurance certificate 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 AFI 36-3001 and AETCR 30-1 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.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

DOCUMENT	DESCRIPTION	Date
Attachment 1	Drawings, Renovate Administrative Building 678 Maxwell AFB, AL; Project No: PNQS-11-5096	July 2017
Attachment 2	Specifications, Renovate Administrative Building 678 Maxwell AFB, AL, Project No: PNQS-11-5096	March 2018
Attachment 3	AF Form 66, Material Submittals	July 2017
Attachment 4	US Department of Labor Wage Determination, Construction, AL180174 01/05/2018 AL174	January 2017
Attachment 5	Past Performance Questionnaire (See attachments posted with solicitation on FedBizOpps)	No Date
Attachment 6	Past Performance Information	No Date
Attachment 7	Subcontractor Consent Letter	No Date

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2017)

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

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

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 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.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 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.
- (xii) 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.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 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.
- (xv) 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.
- (xvi) 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.
- (xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 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.

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

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

(xxiii) 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.

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.232-13	Notice Of Progress Payments	APR 1984
52.236-28	Preparation of Proposals--Construction	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

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)

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

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

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

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

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

(d) Alternate offers.

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

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR

52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.233-2 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

42 CONS/LGCC
50 Lemay Plaza South
Building 804
Maxwell AFB AL, 36112-5948

(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--

12 April 2018
0900 a.m CST

(c) Participants will meet at--

Building 678
Maxwell AFB, AL 36112

(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 (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

INSTRUCTIONS TO OFFERORS

- A. **General:** This firm fixed-priced (FFP) contract is being issued on a 100% Service Disabled Veteran Owned Small Business (SDVOSB) set-aside basis. Only offers from SDVOSB concerns will be accepted. The Contracting Officer has determined there is a high probability of adequate price competition for 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 exist 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 exist; offerors may be required to submit information to the extent necessary for the Contracting Officer to determine price reasonableness.

Proposals must be complete, self-sufficient, and respond directly to the requirements of the Request for Proposal (RFP). **Failure to meet a requirement may result in an offer being ineligible for award.** Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The Government intends to evaluate offers and award this firm fixed-price contract without discussions. However, the Government reserves the right to conduct discussions if deemed in its best interest. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price standpoint.

Offerors shall submit only one proposal as the Government will review only one proposal per offeror. Proposals must be received by **42CONS/LGCC, 50 LeMay Plaza South, Bldg. 804, Maxwell AFB, AL 36112-5948, Attention: Mr. Jeremy Kersey**, no later than the date and time specified in Block 13 on the face page of the RFP.

- B. **Acceptance Period:** The Government requires a minimum acceptance period of 90 calendar days from the date specified for receipt of offers; however, offerors may specify an acceptance period exceeding the Government's

minimum requirement.

- C. Communications:** Exchange of source selection information after submission of the initial proposal packages between the Government and offerors will be controlled by the Contracting Officer. Email may be used to transmit such information only if the email can be sent encrypted, and must include “Source Selection Information – See FAR 2.101 and 3.104” in the subject line of the email. Otherwise, source selection information will be transmitted via direct mailing or AMRDEC SAFE at <https://safe.amrdec.army.mil/safe/guide.aspx>. In order to facilitate the sending and receiving of encrypted emails, offerors must use MS Outlook email configured to support encryption or a different email product that is S/MIME compatible and configured to support encryption. If you intend to submit your source selection information via encrypted email, you will need to contact the following Contract Specialist and Contracting Officer: jeremy.kersey.1@us.af.mil and paulette.montgomery-troy@us.af.mil prior to that first submittal in order to exchange certificates used for encryption. To ensure the process is working correctly, send a test encrypted message first (without including any source selection information). When submitting source selection information via email, file suppression utilities, to include but not limited to zip files, will not be accepted.
- D. Points of Contact:** The Contracting Office Points of Contact (POC) listed below are the sole POCs for this acquisition. Solicitation information and amendments will be posted to the Federal Business Opportunities (FBO) website at <http://fbo.gov>. Offerors may e-mail written questions pertaining to this RFP, or any of its attachments, to the addresses below. The Government will answer questions received up until 4:00 PM CST on **19 April 2018** and provide responses to interested parties via FBO. Questions received after this date may not be answered.
- Mrs. Paulette Montgomery-Troy, Contracting Officer
E-mail: paulette.montgomery-troy@us.af.mil
- Mr. Eldrae Perdue, Contracting Officer
E-mail: eldrae.perdue@us.af.mil
- Mr. Jeremy Kersey, Contract Specialist
E-mail: jeremy.kersey.1@us.af.mil
- E. Site Visit:** A site visit will be held on **12 April 2018** at 0900 CST. All parties will meet at the 42d Contracting Squadron, 50 LeMay Plaza South, Bldg. 804, Maxwell AFB, AL prior to departing to the facility. All parties must contact the Contract Specialist and the Contracting Officers at the e-mail addresses above no later than, 3:00 PM CST, **10 April 2018** to confirm attendance. Each offeror is limited to two attendees. Further instructions will be provided to all attendees at the site visit.
- F. Electronic Reference Documents:** All referenced documents for this solicitation are available on the FBO website. Potential offerors are encouraged to subscribe for e-mail notifications to be updated when information has been posted to the website for this solicitation.
- G. Late Proposals:** Late proposals will be processed in accordance with FAR 52.215-1(c) *Submission, modification, revision, and withdrawal of proposals*.
- H. Specific Instructions:** Proposals shall be submitted to the Government in three (3) separate volumes as set forth below:

<u>Volume</u>	<u>Page Limit</u>	<u># of Copies</u>	<u>Description</u>
I	N/A	1	Summary and Misc Data

II	N/A	1	Past Performance Proposal
III	N/A	1	Price Proposal

- (a) **Submission of the initial proposal packages via electronic mail will not be accepted. Initial proposal packages shall either be mailed or hand-delivered.** Offerors are cautioned that Maxwell Air Force Base has visitor control procedures requiring individuals not affiliated with the installation to obtain a visitor pass prior to entrance. **SOME DELAY SHOULD BE ANTICIPATED WHEN HANDCARRYING PROPOSAL PACKAGES.** Offerors should allow for sufficient time to obtain a visitor pass and arrive at the specified office **PRIOR** to the time specified for receipt of proposals.
- (b) Standard Form 1442 (SF 1442), complete blocks 14, 15, 17, 19, 20a, b, c, and 30a, b, and c, of the RFP (SF 1442). In completing these blocks, the offeror accedes to the contract terms and conditions as written in the RFP to include, Sections A through K and the requirements of the project specifications and drawings. A scanned copy of the originally signed (“wet” signature) page or electronically signed signature page should be included in the proposal package. The solicitation constitutes the model contract.
- (c) Standard Form 30 (SF 30), complete blocks 15A-15C, for any/all amendments. A scanned copy of the originally signed (“wet” signature) page or electronically signed signature page should be included in the proposal package for any/all amendments.

I. FORMAT AND SPECIFIC CONTENT:

(1) VOLUME I – SUMMARY AND MISCELLANEOUS DATA.

- (a) Complete all necessary fill-ins and certifications in Sections I through K. Ensure compliance with RFP requirements if using the annual representations and certifications electronically via the System for Award Management (SAM) website at <https://www.sam.gov/portal/public/SAM/>. Ensure the Tax Identification Number (TIN) is loaded in SAM or provided for in the proposal submission. If the CO is unable to access/retrieve an offeror’s annual representations and certifications, that offeror may, upon request by the CO, be required to submit a hard copy of their annual representations and certifications. This request will not be construed as communications or discussions with an offeror as defined by FAR 15.306.
- (b) Authorization Letter. Submit a letter, signed at the vice-president level or equivalent or higher, that identifies the individual(s) with the authority to obligate or otherwise bind your company to the resulting contract and, if necessary, future contract modifications.
- (c) Joint Venture Agreement. If a joint venture arrangement exists for this acquisition, the offeror shall provide a copy of the joint venture agreement that is signed and dated by all joint venture members as part of the proposal submission.
- (d) Responsibility Determination and Supporting Documentation. To assist in determining contractor responsibility in accordance with FAR 9.104-3(a), the offeror shall explain how they plan to maintain adequate financial resources for a contract of this magnitude and length. The offeror shall address a fiscal plan for covering mobilization, unexpected or emergency situations, and initial performance costs prior to recoupment in the form of monthly invoice payments. The offeror must provide complete financial statements for one (1) fiscal year and year-to-date financial information through the last quarter available. If the offeror intends to rely on internally available working/operation capital, documentation of availability must be submitted. If the offeror plans to rely on financial support from external sources, documentation of availability and maximum lines of credit available (based upon the inclusion of this contract effort) must be submitted. Evidence of external funding must be provided in the form of a dated letter from the external source.

IAW FAR 9.104-5, the offeror is required to comply with the submission regarding FAR 52.209-5, *Certification Regarding Responsibility Matters*. Since it is the Government’s intent to make Award Without Discussions IAW

FAR 52.215-1, the Government may request that an offeror submit additional information so a responsibility determination can be made. This request for additional information will not be construed as communications or discussions with an offeror as defined by FAR 15.306. An incomplete proposal may be considered to indicate lack of understanding of the requirement and may result in the entire proposal being determined “unacceptable” and eliminated from further consideration.

Volume I shall be organized according to the following general outline:

VOL	SECTION	TITLE	PAGE LIMIT	HARD COPIES
I	RFP		Unlimited	1
	1	Table of Contents		
	2	Clause fill-ins in Sections I through K		
	3	Authorization Letter		
	4	Joint Venture Agreement, if applicable		
	5	Responsibility Determination Supporting Information		

(2) VOLUME II – FACTOR I - PAST PERFORMANCE PROPOSAL.

- (a) General. The Past Performance Volume shall be prepared in accordance with all instructions contained within this Section L. Only references for recent and relevant contracts are requested.
- (b) Volume Organization. The Past Performance Volume shall be organized according to the following general outline:

VOLUME	SECTION	TITLE	PAGE LIMIT	HARD COPIES
II	PAST PERFORMANCE INFORMATION		unlimited	1
	1	Table of Contents		
	2	Summary Page		
	3	Past Performance Information (PPI)		
	4	Teaming Agreement, if applicable		
	5	Subcontractor Letters of Consent		

(c) Summary Page. Many companies have acquired, been acquired by, otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past contracts. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy

determination, include in this proposal volume a “roadmap” describing all such changes in the organization of the offering company. As part of this explanation, show how these changes impact the relevance of any efforts identified for the past performance evaluation. Since the Government intends to consider past and present performance information provided by other sources as well, the “roadmap” should be applicable to contracts the Government receives information on from other sources.

If applicable, describe the role of the offeror and each subcontractor, teaming partner, and/or joint venture partner for whom the offeror is required to provide Past Performance Information Sheets in accordance with paragraph (e) below.

- (d) Quality and Satisfaction Rating of Contracts completed in the Past Three (3) Years: Offeror may provide any information currently available (letters, metrics, customer surveys, independent surveys, etc.) that demonstrates customer satisfaction with overall job performance and/or quality of completed and/or ongoing contracts. In addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems, such as cost overruns, extended performance periods, numerous warranty calls, etc.
- (e) Performance Surveys/Questionnaires: Past Performance Questionnaires (PPQs) shall be used by the offeror in obtaining and providing past performance information. The government requires the offeror to send out a PPQ to each of the Points-of-Contact (POCs) identified in the Past Performance Proposal.

The offeror shall send out the PPQ (RFQ, Attachment 5), using the Past Performance Evaluation Cover Letter provided within same attachment, to each of their references.

THE RESPONSIBILITY TO SEND OUT THE PAST PERFORMANCE QUESTIONNAIRE RESTS SOLELY WITH THE OFFEROR.

Past Performance Questionnaire: For each of the three (3) submitted contracts found to have some relevance to the instant acquisition, the Past Performance Team will contact the points of contact identified in the offeror’s Past Performance Proposal. A telephone interview will be conducted utilizing the PPQ (see RFP Attachment 5). The Government reserves the right to change, alter, and/or supplement the questionnaire without further notice to the offeror(s).

- (f) Past Performance Information (PPI): Utilizing the PPI Sheet (RFP, Attachment 6), submit information on no more than three (3) recent contracts the offeror considers most relevant in demonstrating the ability to perform the proposed effort. One (1) of the past performance references may be for a subcontractor, teaming partner, and/or joint venture partner that will perform major or critical aspects of the requirement (i.e., 20% or more of the work). Recent past performance information includes contracts performed and/or being performed for any customer within the last three (3) years from the issuance date of the solicitation, to include at least twelve (12) months of documented performance during the three (3) year period. Include rationale supporting your assertion of relevance and identify aspects of the contracts deemed relevant and how they relate to the proposed effort.
- (g) If an offeror has no past performance history of relevance, the offeror must affirmatively state it possesses no past performance history of relevance.
- (h) The evaluation of past performance information will take into account past performance regarding (i) predecessor companies, (ii) will take into account past performance of key personnel who have relevant experience, and/or (iii) will take into account past performance regarding subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this acquisition.
- (i) Offerors may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. Merely having problems does not automatically equate to a Limited or No Confidence rating, since the problems encountered may have been on a more complex program or an Offeror may have subsequently demonstrated the ability to overcome the problems. The Offeror is required to clearly demonstrate management actions employed in overcoming problems and the

effects of those actions, in terms of improvements achieved or problems rectified. This could result in a rating of Substantial or Satisfactory Confidence.

- (j) Teaming Arrangement. If a teaming arrangement is contemplated, provide complete information as to the arrangement, including any relevant and recent past performance information on previous teaming arrangements with same partner. If this is a first time joint effort, each party to the arrangement must provide a list of past contracts of relevance.
- (k) Subcontractor Consent. Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor’s consent. Provide with the proposal a letter from each subcontractor that will perform major or critical aspects of the requirement, consenting to the release of its past performance information to the prime contractor (RFP Attachment 7). If the subcontractor does not consent, include a statement to that effect.

(3) VOLUME III – FACTOR II - PRICE PROPOSAL.

- (a) The Price Volume shall be organized according to the following general outline:

VOL	SECTION	TITLE	PAGE LIMIT	HARD COPIES
IV	1	SF 1442 / SF 30	Unlimited	1
	2	Section B-Supplies or Services and Prices	Unlimited	1

- (b) Insert proposed unit and extended prices in Section B - Supplies or Services and Prices for Contract Line Item Numbers (CLIN’s), 0001 - 0005. The extended amount must equal the unit price multiplied by the number of units. It is imperative that mathematical calculations are correct; particular care should be taken to ensure the amounts match when using the EXCEL program and the rounding of figures, limited to two decimal places.
- (c) Extreme care should be exercised to ensure that no price data of any kind are included in any other Part of the proposal.
- (d) Price Reasonableness. The source selection will be conducted with the expectation of adequate price competition for this acquisition per FAR 15.403-1(c)(1); therefore, certified cost or pricing data are not required per FAR 15.403-1(b)(1). If at any time during this competition the Contracting Officer determines that adequate price competition no longer exists or that price reasonableness cannot be determined, offerors may be required to submit additional data other than certified cost or pricing data for the Contracting Officer to determine price reasonableness. A contract will not be awarded to a contractor whose price is not determined to be fair and reasonable.
- (e) Point of Contact. The Contracting Officers (CO) and/or the Contract Specialist are the sole points of contact for this acquisition. Address any questions or concerns IN WRITING to the individuals listed below. The deadline for all questions, concerns and/or requests for clarification is 4:00 PM CST on **19 April 2018**. The Government may not respond to submissions past the deadline. Contact information is as follows:

Paulette Montgomery-Troy
 Contracting Officer
paulette.montgomery-troy@us.af.mil

Eldrae Perdue
 Contracting Officer
eldrae.perdue@us.af.mil

Jeremy Kersey
 Contract Specialist
jeremy.kersey@us.af.mil

- (f) Contract Award. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

- (g) Discrepancies. If an offeror believes these instructions contain errors, omissions or are unsound, the offeror shall immediately notify the Contracting Officer in writing with supporting rationale as well as remedies the offeror is asking the Contracting Officer to consider as related to the omission or error.

(End of Section)

Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD**I. Basis for Contract Award**

A. Source Selection Methodology: This competitive acquisition will be conducted using the Performance Price Tradeoff (PPT) best value source selection conducted in accordance with Federal Acquisition Regulation (FAR) Part 15.3, DFARS 215.3 and Air Force Federal Acquisition Regulation Supplement (AFFARS) Mandatory Procedure (MP) 5315.3 in which competing offerors' past performance information will be evaluated on a basis approximately equal to price considerations.

By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. All such offers shall be treated equally except for their prices and performance records. The tradeoff will occur only between the past performance factor and the price factor. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale.

The Government reserves the right to award a contract to other than the lowest Total Evaluated Price (TEP), if the difference in the Past Performance Confidence Rating of another Offeror justifies the higher price premium. In that event, the Source Selection Authority will make an integrated assessment best value award decision using the TEP and the Past Performance Confidence Rating.

The Government intends to award one contract as a result of this solicitation. Offerors are reminded that the Government will only evaluate one proposal from each offeror. Award will be made to the responsible offeror whose proposal has acceptable past performance, conforms to all solicitation requirements, such as terms and conditions, representations and certifications, technical requirements, and also provides the best value to the Government based on the results of the evaluation described in paragraph II below.

B. Evaluation Factors for Award: The following evaluation factors will be used to evaluate proposals. Award will be made to the offeror whose proposal is most advantageous to the Government based upon an integrated assessment of the evaluation factors described below:

Factor I - Past Performance (Volume II)

Factor II - Price (Volume III)

II. Proposal Evaluation: The evaluation process will be accomplished as follows:

A. Volume II, Factor I - Past Performance

Past Performance Factor. The Government will evaluate recent and relevant performance information on an offeror based on (i) the references provided by the offeror and any past performance information obtained from survey/questionnaires (RFP Attachment 5), and (ii) any data independently obtained by the Government (e.g., the Government's Federal Awardee Performance and Integrity Information System (FAPIIS) and the Past Performance Information Retrieval System (PPIRS)). If a reference identified by the offeror in accordance with Section L does not submit a survey/questionnaire, the Government will follow up with the reference POC, but it is not responsible for the failure of a reference POC to provide a survey/questionnaire. The past performance evaluation will take into account past performance information regarding predecessor companies, key personnel, or subcontractors that are proposed to

perform major or critical aspects of the requirement (i.e., 20% or more of the work) when such information is relevant to this acquisition.

(A) Performance Quality Assessment. The Government will consider the performance quality of recent, somewhat relevant, relevant, and very relevant efforts. In addition to evaluating the extent to which the Offeror's performance meets contract specification requirements, the assessment will also consider aspects such as the Offeror's adhering to schedules (including the administrative aspects of performance), reasonable and cooperative behavior and commitment to customer satisfaction.

(B) The quality assessment consists of an in-depth evaluation of past performance information available, regardless of its source. The quality assessment may reveal positive or adverse past performance information. Adverse is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comment received from sources without a formal rating system. Offerors will be given an opportunity to respond to adverse past performance information for which they have not previously had an opportunity to address.

(C) Recent past performance information includes contracts performed and/or being performed for any customer within the last three (3) years from the issuance date of the solicitation, to include at least twelve (12) months of documented performance during the three (3) year period.

(D) Relevant contracts performance effort involved similar scope, magnitude of effort, and complexities to that required by this solicitation. The Government will assess relevancy for each contract and assign a rating as described in Table 3 below:

Table 3. Past Performance Relevancy Ratings	
Rating	Rating Definition
Very Relevant	<p>Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires. To qualify, the past/present effort must meet the following criteria:</p> <ul style="list-style-type: none"> • The total value must \geq \$5 million over the life of the contract. • Performance duration must be \geq 250 days. • Performance must include at least eight (8) of the following eleven (11) major construction divisions: (a) Concrete (b) Masonry (c) Metal (d) Carpentry (e) Building Protection (f) Doors and Windows (g) Finishes (h) Furnishings (i) Conveying Systems (j) Plumbing / Mechanical (k) Electrical. • Performance must be done as the prime contractor, or, if a member of a joint venture, teaming arrangement or subcontractor, the Offeror must have contributed at least 20% of the effort.
Relevant	<p>Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires. To qualify, the past/present effort must meet the following criteria:</p> <ul style="list-style-type: none"> • The total value must \geq \$2 million over the life of the contract. • Performance duration must be \geq 250 days. • Performance must include at least four (4) of the following eleven (11) major construction divisions: (a) Concrete (b) Masonry (c) Metal (d) Carpentry (e) Building Protection (f) Doors and Windows (g) Finishes (h) Furnishings (i) Conveying Systems (j) Plumbing / Mechanical (k) Electrical. • Performance must be done as the prime contractor, or, if a member of a joint venture, teaming arrangement or subcontractor, the Offeror must have contributed at least 20% of the effort.
Somewhat Relevant	<p>Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires. To qualify, the past/present effort must meet the following criteria:</p> <ul style="list-style-type: none"> • The total value must \geq \$1.5 million over the life of the contract. • Performance duration must be \geq 150 days. • Performance must include at least two (2) of the following eleven (11) major construction divisions: (a) Concrete (b) Masonry (c) Metal (d) Carpentry (e) Building Protection (f) Doors and Windows (g) Finishes (h) Furnishings (i) Conveying Systems (j) Plumbing / Mechanical (k) Electrical. • Performance must be done as the prime contractor, or, if a member of a joint venture, teaming arrangement or subcontractor, the Offeror must have contributed at least 20% of the effort.
Not Relevant	<p>Present/past performance effort involved little or none of the scope and magnitude and of effort and complexities this solicitation requires. To qualify, all performance fails to meet one of the three relevancy ratings: “Very Relevant”, “Relevant” or “Somewhat Relevant.”</p>

(E) Sources. The Government may seek relevant performance information from the offeror in the form of Past Performance Questionnaires that are forwarded by the offeror to its selected sources; and data independently obtained from other Government and commercial sources. Performance information may also be obtained from the references for each past/present effort submitted and/or from other sources. The past performance evaluation may take into account information regarding predecessor companies, key personnel, and/or subcontractors that will perform major or critical aspects of the requirement, when such information is relevant to the instant acquisition. The past performance evaluation may also consider the past performance of affiliated companies or operating divisions within the parent company, or joint ventures of the parent company, when:

- (1) The performance of these past efforts is relevant to the proposed effort; and
- (2) When the proposal clearly demonstrates the resources (e.g. financial resources, overall oversight and management or other resources) of the parent or affiliated division will meaningfully affect the performance of the proposed effort.

(F) Performance Evaluation. In addition to evaluating the extent to which the offeror's past performance meets the specification requirements of previous efforts, the assessment may consider things such as: the offeror's history of adhering to schedules, the administrative aspects of performance, reasonable and cooperative behavior, and commitment to customer satisfaction.

When a relevant and recent performance record indicates performance problems, the Government may consider the number and severity of the problems and the suitability and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent projects or performance evaluations to review the corrective actions and evaluate their effectiveness.

(G) Performance Confidence Assessment. The purpose of the past performance evaluation is to assess the degree of confidence the Government has in the offeror's ability to meet the solicitation requirements based on the offeror's demonstrated record of performance. The Government will combine the recency, relevancy and performance evaluations of all of the efforts considered for the offeror to assign a Performance Confidence Assessment of Substantial Confidence, Satisfactory Confidence, Neutral Confidence, Limited Confidence or No Confidence as described below in Table 4.

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.

Neutral Confidence	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.

B. Volume III, Factor II - Price Evaluation. The Government will rank all offers by price. The price evaluation will document the fairness and reasonableness of the total evaluated price (TEP). Separately priced line items shall be analyzed to determine if the prices are unbalanced.

- (A) Total Evaluated Price: A TEP will be computed for each offer in order to meet the requirements of FAR Parts 6 and 17. The offeror's TEP will be determined as the sum of CLINs 0001 – 0005. Bid Option 1 (CLIN 0004) and/or Bid Option 2 (CLIN 0005) will be evaluated with the Base Bid CLINs 0001 – 0003 to determine the TEP. However, if funds are not available Bid Option 1 (CLIN 0004) and/or Bid Option 2 (CLIN 0005) will be removed from the resulting contract.
- (B) In addition, proposed unit prices may be evaluated for unbalanced pricing IAW FAR 15.404-1(g). Unbalanced pricing exists when, despite an acceptable TEP, the price of one or more contract line items or sub-line item(s) appears to be significantly overstated or understated as indicated by the application of cost or price analysis techniques. An offeror's proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government.
- (A) Price will be evaluated for fair and reasonableness in accordance with one or more of the proposal analysis techniques described under FAR 15.404-1, which includes, but is not limited to, price analysis. Adequate price competition in accordance with FAR 15.404-1(b)(2)(i) is anticipated to determine price reasonableness; therefore, certified cost or pricing data are not required per FAR 15.403-1(b)(1). However, if at any time during this competition the CO determines that adequate price competition no longer exists or that price reasonableness cannot be determined, offerors may be required to submit data other than certified cost or pricing data, as appropriate, for the CO to determine price reasonableness.

Price Performance Trade-off. After the initial evaluation of each offeror's price, the Government will rank all offerors by price from the lowest TEP to the highest TEP. Next, the Government will conduct Past Performance Evaluation for the offeror with the lowest TEP. If an offeror with the lowest TEP is assessed a "Substantial Confidence" performance confidence rating, its offer will be determined to represent the best value to the Government and no other offers will be considered.

If the offeror with the lowest TEP, does not have a “Substantial Confidence” performance confidence assessment rating, the next lowest TEP offer will be evaluated and the process will continue (in order by price) until an offeror is judged to have a “Substantial Confidence” performance confidence assessment rating or until all offerors are considered. The Source Selection Authority (SSA) will then make an integrated assessment, best value award decision which will include the offeror with a “Substantial Confidence” performance assessment rating (if found) and all offers with TEPs lower than the TEP of the offeror with the Substantial Confidence performance assessment rating; unless it is in the Government’s best interest to conduct discussions.

For example: Five offers are received; the offerors with the first and second lowest TEP offers have performance assessment ratings less than Substantial Confidence, but the offeror with the third lowest TEP has a performance assessment rating of Substantial Confidence. The SSA would make an integrated assessment, best value award decision among those three offerors.

The Government intends to award a contract without discussions with respective offerors; however, the Government reserves the right to conduct discussions if deemed in its best interest.

(End of Section)