

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	FA282318R4014	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	12-Sep-2018	1 OF 50

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. F1T2BR8205A003	6. PROJECT NO.
7. ISSUED BY AFTC/PZIO EGLIN - FA2823 308 WEST D AVE. BLDG 260 STE 130 EGLIN AFB FL 32542-5418  TEL: 850-882-0347 FAX:	CODE FA2823	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>  TEL: FAX:
9. FOR INFORMATION CALL:	A. NAME JOANNA M. ADAMS	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 850-882-9247

**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):*

- This is a 100% Total Small Business Set-Aside
- Project FTFA 13-1096, SOW dated 17 August 2018
- Site Visit: See Section L, 52.236-27 Site Visit for details
- The Magnitude of this effort is between \$1,000,000.00 and \$5,000,000.00
- Enter Prices in Section B using, TYPEWRITER or BLACK INK ONLY
- All offers shall be registered in the System for Award Management (SAM) to be eligible for award of contract. See Federal Acquisition Regulation (FAR) Clause 52.204-8 for additional information

11. The Contractor shall begin performance within 10 calendar days and complete it within 180 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See \_\_\_\_\_.)

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

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 12:00 PM (hour) local time 12 Oct 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 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**SOLICITATION, OFFER, AND AWARD (Continued)**

*(Construction, Alteration, or Repair)*

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

**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. *(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.)*

AMOUNTS

SEE SCHEDULE OF PRICES

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

**19. ACKNOWLEDGMENT OF AMENDMENTS**

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

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO  
 10 U.S.C. 2304(c)  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**

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, 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.

29. AWARD *(Contractor is not required to sign this document.)*  
Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL: EMAIL:

31B. UNITED STATES OF AMERICA  
BY

31C. AWARD DATE

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Site Preparation FFP The contractor shall provide all labor, materials, equipment and any other items or services required to provide all site work, utilites such as electrical, water, sewer, and communications to be designed and installed on site and to make all connections to the modular facility in accordance with the Statement of Work. FAR 252.236-7006 Statutory cost limitation of \$2M applies to this CLIN. FOB: Destination PURCHASE REQUEST NUMBER: F1T2BR8205A003 SIGNAL CODE: A	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Modular Facility FFP Contractor shall provide all labor, materials, equipment and any other items or services required to design and construct one (1) modular building for CTG in accordance with the Statement of Work FOB: Destination PURCHASE REQUEST NUMBER: F1T2BR8205A003 SIGNAL CODE: A	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Systems and Modular Furniture FFP The contractor is to Design, Purchase, Assemble, and Install the System and Modular Furniture Workstations. Installation includes but not limited to the units themselves as well as all supporting electrical wiring, communication and data wiring to all workstations. FOB: Destination PURCHASE REQUEST NUMBER: F1T2BR8205A003 SIGNAL CODE: A	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Furniture FFP The contractor is to Design, Purchase, Assemble, and Install the Office Furniture. Furniture requirement includes executive office furniture, conference tables, task chairs, filing cabinets, projector screens, etc as noted in the Statement of Work. Installation includes but not limited to the units themselves as well as all supporting electrical wiring, communication and data wiring to all workstations. FOB: Destination PURCHASE REQUEST NUMBER: F1T2BR8205A003 SIGNAL CODE: A	1	Job		

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NET AMT

## 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

## CLAUSES INCORPORATED BY REFERENCE

52.246-12	Inspection of Construction	AUG 1996
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## CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)



(End of clause)

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

## CONSTRUCTION

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

## FIT2BR

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



## Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	F03000
Issue By DoDAAC	FA2823
Admin DoDAAC	FA2823
Inspect By DoDAAC	F1T2BR

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

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

Contracting Officer: christopher.slater.3@us.af.mil

Contract Administrator: joanna.adams@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.

Contracting Officer: christopher.slater.3@us.af.mil

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

(End of clause)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
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
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
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
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-14	Limitations On Subcontracting	JAN 2017
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014

52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	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
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-1	Buy American--Supplies	MAY 2014
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
52.232-17	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
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984

52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	APR 1984
52.243-4	Changes	JUN 2007
52.243-5	Changes and Changed Conditions	APR 1984
52.244-4	Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUL 2018
52.246-21	Warranty of Construction	MAR 1994
52.246-23	Limitation Of Liability	FEB 1997
52.248-2	Value Engineering--Architect-Engineer	MAR 1990
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
52.249-7	Termination (Fixed-Price Architect-Engineer)	APR 1984
52.249-10 Alt I	Default (Fixed-Price Construction) (Apr 1984) Alternate I	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
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
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7011	Notification to Delay Performance	JUN 1998
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
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7000	Non-estoppel	OCT 1966
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7024	Notice and Approval of Restricted Designs	APR 1984
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7011	Payments in Support of Emergencies and Contingency Operations	MAY 2013
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.236-7006	Cost Limitation	JAN 1997
252.236-7009	Option for Supervision and Inspection Services	DEC 1991
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

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

The Contractor represents that it (  ) is, (  ) is not a small business concern under NAICS Code 236220- assigned to contract number FA2823-18-R-4014.

**Contractor Signature:**

**Date:**

**Signer's Printed Name:**

(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
15.4%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Eglin AFB, Okaloosa County, Florida.**

(End of provision)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

(End of clause)

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

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

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

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

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

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

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

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

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

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

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

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

Domestic construction material means--

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



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

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

(ii) The construction material is a COTS item.

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

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
-----			
Item 1			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....
Item 2			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....
-----			

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

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

Include other applicable supporting information.

(End of clause)

52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (OCT 2016)

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

Caribbean Basin country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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 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.

Designated country means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country 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.

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“Free Trade Agreement country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(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)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

None

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) 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 restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

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

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) 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)(4)(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...	.....	.....	.....

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).  
 List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.  
 Include other applicable supporting information.

(End of clause)

52.225-21 REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—BUY AMERICAN STATUTE—CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. As used in this clause—

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.

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

Domestic construction material means the following—

- (1) An unmanufactured construction material mined or produced in the United States. (The Buy American statute applies.)
- (2) A manufactured construction material that is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States. (Section 1605 of the Recovery Act applies.)

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

Manufactured construction material means any construction material that is not unmanufactured construction material.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

Unmanufactured construction material means raw material brought to the construction site for incorporation into the building or work that has not been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and

(ii) 41 U.S.C. chapter 83, Buy American by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a foreign country.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows:

---

NONE

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

(i) The cost of domestic construction material would be unreasonable;

(A) The cost of domestic manufactured construction material, when compared to the cost of comparable foreign manufactured construction material, is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;

(B) The cost of domestic unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of comparable foreign unmanufactured construction material by more than 6 percent;

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

(iii) The application of the restriction of section 1605 of the Recovery Act to a particular manufactured construction material would be inconsistent with the public interest or the application of the Buy American statute to a particular unmanufactured construction material would be impracticable or inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) 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) Cost;

(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)(4) of this clause.

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

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(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 section 1605 of the Recovery Act or 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 cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American statute applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or 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 Cost Comparison

Construction Material Description	Unit of Measure	Quantity	Cost (Dollars)*
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Item 1:

Foreign construction material _____	_____	_____	_____
Domestic construction material _____	_____	_____	_____

Item 2:

Foreign construction material _____	_____	_____	_____
Domestic construction material _____	_____	_____	_____

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

(Include other applicable supporting information.)

(\* Include all delivery costs to the construction site.)

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by **N/A**

(b) Weather conditions as stated in **Eglin Specific Information**

(c) Transportation facilities **N/A**

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any **DFAR** (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

**SEE SECTION J**

**FTFA 13-1096**  
**DESIGN AND CONSTRUCTION OF CTG MODULAR FACILITY**  
**Statement of Work dated 02 July 2018**  
(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, Col Angela W. Suplisson, AFTC/CV, 1 South Rosamond Blvd, Edwards AFB, CA 93524-3784, phone number (661) 277-2810, facsimile number (661) 277-7593. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/HQ AFICA/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

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

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

(End of clause)

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (NOV 2012)

(a) Contractors shall not:

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

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

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

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

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

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

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

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

(End of clause)

5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (NOV 2012)

(a) In performing work under this contract on a Government installation, the contractor shall:

(1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(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, names and SSN/Date of Birth /Drivers License #/State of employees and subcontractor employees needing access to the base. The letter is required regardless of the length of visit and will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The Contracting Officer or Contracting Specialist will endorse request and then send it to Security Forces via email for processing into the Security Forces database. Contractors requiring base access for work, meetings or site visits must complete the Eglin CAB (Contractor Access Badge) Affidavit.

These documents can be hand delivered to the Eglin AFB East Gate Visitor Control Center in a sealed envelope with a point of contact (POC) and phone number on the front of the envelope.

Affidavits that are emailed must contain only one (1) affidavit attached per email. When submitting multiple AFFIDAVITS each AFFIDAVIT has to be a separate file attachment to the email. Do not exceed the email file size of 10 MB or the email may not be received. The email subject line and document must read "FOUO LAST NAME, FIRST NAME". (Name is of the person identified in the Affidavit).

Email to Security Forces at: [96sfs.s5b.passandreg@us.af.mil](mailto:96sfs.s5b.passandreg@us.af.mil)

Or you may also send the affidavit via U.S. Postal Service or FedEx to:

96 Security Forces Squadron  
ATTN: 96 SFS/S5B Pass and Registration  
302 West D Ave, Bldg 272  
Eglin AFB FL 32542

Anticipate a three-day lead time for Security Forces to process the documents and conduct the required background check. Once the background check is complete, a copy will be returned to the POC listed on the envelope. The prime contractor can provide paperwork for their subcontractor(s) and submit as many documents per envelope as necessary.

(c) When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate and social security card to obtain a vehicle pass. All deliveries to contractor work sites on Eglin AFB main base must go through the North Gate, located off SR-85 South. Trucks trying to enter the East, West or the Northwest (old ACC) gate will be turned around and told to use the North Gate. Contractors' work trucks carrying equipment and tools are also required to use the North Gate.

(d) 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. A new access badge will not be issued when the old/expired badge is not returned to Security Forces. Any lost badges have to be explained in writing using a company letter head, and signed by an authorized company representative. The lost badge letter must be sent to the Contract Specialist and then signed by the Contract Specialist or Contracting Officer, and then the letter will be sent to Security Forces for their review. After Security Forces has the letter a new badge may be issued.

(e) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with *AFI 31-101, Volume 1, The Air Force Installation Security Program*, and *AFI 31-501, Personnel Security Program Management* citing the appropriate paragraphs as applicable.

(f) 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.

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

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

LIST OF ATTACHMENTSLIST OF ATTACHMENTS

The following documents will be provided under separate cover

<b>TITLE</b>	<b>DATE</b>	<b>#Pgs</b>
1. Statement Of Work	17 August 2018	192
2. Wage Determination - FL180262	12 January 2018	5
3. Eglin Specific Construction Language	N/A	7
4. Constuction Cost Estimate Breakdown (50 Divisions)	N/A	N/A
5. Past Performance Questionnaire	N/A	2
6. Past Performance Project Information	N/A	2
7. Financial Responsibility Questionnaire	N/A	1
8. Affidavit	N/A	2

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

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.236-28	Preparation of Proposals--Construction	OCT 1997

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2018)

(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 \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 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)

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

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.209-7996 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW – DOD MILITARY CONSTRUCTION APPROPRIATIONS (DEVIATION 2013-O0006) (JAN 2013)

(a) In accordance with section 101(a)(10) of the Continuing Appropriations Resolution, 2013, (Pub. L. 112-175) none of the funds made available by that Act for military construction may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.209-7997 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—DOD APPROPRIATIONS (DEVIATION 2013-O0006) (JAN 2013)

(a) In accordance with section 101 (a) (3) of the Continuing Appropriations Resolution, 2013, (Pub. L. 112-175) none of the funds made available by that Act for general appropriations for DoD may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless the agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

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

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2016
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.216-27	Single or Multiple Awards	OCT 1995
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014

## 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)

## 52.233-2 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

**Christopher K. Slater**  
**Contracting Officer**  
**AFTC/PZIOC**  
**318 West D Avenue, Suite 130**  
**Eglin AFB, FL 32542**

(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)

(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) Site visits may be arranged during normal duty hours by contacting:

**Site Visit Will be:**

**Date: Wednesday, 26 September 2018**

**Time: 0930**

**Eglin AFB, Next to bldg 16, corner of Georgia Ave & Sixth St**

**Contact: JoAnna Adams for any questions @ [joanna.adams@us.af.mil](mailto:joanna.adams@us.af.mil) or 850-882-9247**

**Christopher Slater, Contracting Officer [christopher.slater.3@us.af.mil](mailto:christopher.slater.3@us.af.mil)**

**Requests must be submitted via email no later than 19 September 2018 by 1400 to ensure access. Please provide names and birthdates of individuals requesting access.**

(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 **DFARS** (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)

### PROPOSAL INSTRUCTIONS

#### SECTION L

#### INSTRUCTIONS, CONDITIONS AND NOTICE TO BIDDERS PROPOSAL PREPARATION INSTRUCTIONS

##### 1.0 GENERAL INSTRUCTIONS

##### 1.1 General Information

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

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

1.1.3 All referenced documents for this solicitation are available on the Federal Business Opportunities

website at <http://www.fedbizopps.gov>. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

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

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

Christopher K. Slater [christopher.slater.3@us.af.mil](mailto:christopher.slater.3@us.af.mil)

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

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

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

## 2.0 SPECIFIC INSTRUCTIONS

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

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

2.1.1.1 Hand carried proposals shall be delivered to AFTC/PZIOC at Eglin AFB, FL. The physical address for hand carried deliveries is 308 West D Avenue Suite 130 (Building 260) Eglin AFB, FL 32542. Offerors are cautioned that Eglin AFB, FL 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 PROPOSALS**; therefore, please allow adequate time. If you are unable to access the base or denied access to Eglin AFB, FL the proposal will need to be mailed. Contracting Office

personnel will not meet Offerors at the gate nor will they arrange for temporary access to Eglin AFB. Please plan accordingly.

2.1.1.2 Proposal may also be submitted by mail to the Contracting Office. The outside of the envelope or box(es) shall be marked as follows:

NOTE: TO BE OPENED BY ADDRESSEE ONLY – SOURCE SELECTION INFORMATION FOR OFFICIAL USE ONLY

The address for proposal submission is:

AFTC/PZIOC  
Attention: JoAnna Adams or Christopher Slater  
308 W. D Ave, Ste 130 (Bldg 260)  
Eglin AFB, FL 32542

2.1.1.3 Contractors may submit proposals electronically to the Government via the Army AMRDEC SAFE site (<https://safe.amrdec.army.mil/safe/>). All documents submitted must be saved in .pdf format, and shall follow the instructions in 2.1.4 below. Title of the documents should include the offerors CAGE code (i.e., “Vol 1 Tech Proposal CAGE#”). Additionally (if required), Bid Bonds must be submitted hard copy in original form either by hand carrying or mail

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

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

2.1.4 Organization/Number of Copies/Page Limits.

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

**Electronic Media:** Offeror shall submit all volumes in electronic format, using MS Windows-compatible, CD- ROM(s)/DVDs. On each CD-ROM/DVD indicate the offeror's name, solicitation number, volume, and title. One CD-ROM/DVD containing all volumes with all documents is preferred, but multiple CD-ROMs/DVDs are acceptable. WinZip shall be the compression/ decompression program used if files are required to be compressed. The electronic copies of the proposal shall be submitted in a format readable and

usable by Microsoft Office 2010 (MS Word, MS Excel, and PowerPoint) or PDF format viewable with standard Adobe Acrobat Reader X. Hidden fields, comments, macros, etc. shall be omitted, and read passwords on files shall not be used. The files shall be consistent and uniformly named to allow for easy distinction between Volume, Tab, etc. Inclusion of company name or abbreviation is acceptable. No picture shots of excel spreadsheets shall be included. All excel spreadsheets and formulas shall be accessible for review if submitted. The documents submitted in electronic format, if printed, should match the original paper copy. In the event there is a discrepancy between the content found in a paper copy and an electronic copy, the paper copy marked "original" shall take precedence.

#### 2.1.4.2 Page Size, Format and Limit

2.1.4.2.1 A page is defined as each face of an 8 ½" X 11" sheet of paper containing information. When both sides of a sheet display printed material, it shall be counted as two pages. Pages in excess of the maximum page limits defined below will be removed from the proposal and will not be evaluated. For the purposes of formatting, typing shall not be less than 10 pitch. Double-sided pages are acceptable and counted as 2 pages. Pages shall be numbered sequentially by volume. The stated page and format restrictions shall apply to hard copy proposals.

Volume I – **Technical Proposal**: See paragraph 2.2 for Format Criteria. No Page Limit

Volume II (a) – **Past Performance**: See paragraph 2.3 for Page Limit/Format Criteria

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

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

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

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

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

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

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

2.2.1 Construction Progress Schedule: Prepare and submit a hard copy practicable construction progress schedule showing all necessary work elements to complete the project identified under this solicitation. The Contract Progress Schedule must include all Options. At a minimum, the Contract Progress Schedule must include mobilization, submittals, demolition, major work elements by specification division (a major work element is defined as those elements identified in the specifications as a Division, e.g. Division 26 - Electrical.), final inspection, demobilization, and close-out documents. The schedule must be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the performance period. The submitted schedule must be developed using project scheduling software such as MS Project, Primavera, or any other comparable form. The AF Form 3064 (Contract Progress Schedule) may also be used for submission of this item. Offerors should only include the work elements necessary to complete the required work. This list is provided as a guide and is not all inclusive or exclusive. It is the offeror's responsibility to identify all necessary work elements.



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

2.2.1.2 Identification of separate work elements

2.2.1.3 Order of work elements to include project phasing

2.2.1.4 Number of days for each work element

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

2.2.1.6 Identification of work elements in the critical path

2.2.1.7 The proposed schedule must include the activities which are consistent with those described within the project specifications and drawings and must not exceed the Government's maximum allowable performance period including Options, as noted in FAR Clause 52.211-10 of the RFP. The proposed schedule may consist of multiple 8 ½" X 11" sheets of paper or 11" X 17" as necessary to present a clear and readable proposed schedule. Typing shall not be less than 10 pitch. If using 11" X 17" pages the pages shall fold entirely within the volume.

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

2.2.4 Offerors are encouraged to provide, as necessary, additional information to clarify their technical proposal. Offerors should identify any proposed unique technical approaches or processes that the offeror believes will result in savings to the Government in terms of overall cost and/or schedule. Additional information is limited to one (1) page, as defined at paragraph 2.1.4.2.1, and will be considered as part of their technical proposal. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal.

**2.3 Volume II (a) —Past Performance Information.** Submit originals only, maximum of five (5) total references. Offerors shall provide past performance information on completed or current contracts (including Federal, State, local government and private) to demonstrate their ability to perform the proposed work as identified within the Specifications. Offerors must provide past performance information to establish Recency and Relevancy on all Federal contracts before State, local government or private contracts. The Government's evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects.

2.3.1 Provide a summary of the previous contracts described above, not to exceed 1 page of past performance information per reference. The summary should explain what aspects of each contract are deemed recent and relevant as related to the requirements of this solicitation and in accordance with Section M. Failure to provide required relevancy description may impact the confidence rating, (i.e. aspects of previous projects should match work elements identified in the solicitation/specification). The summary should not exceed 1 page per reference (maximum total of five (5) pages) and include:

- a) Name of project (Contract number, if applicable)
- b) Name and address of customer or Government agency
- c) Name, telephone, fax number and/or email of customer contact or contracting officer
- d) Dollar value

- e) Period of performance/Completion date
- f) Brief description of work performed, and why the effort is relevant
- g) Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions

2.3.2 RECENCY is defined as projects performed within the last six (6) years of the issue month of the solicitation. All references for work not performed within six (6) years of the issue month of the solicitation will not be evaluated.

2.3.3 RELEVANCY is defined as contracts involving:

- a) Projects involving the type of construction and work elements described in the attached Specifications for project. FTFA 13-1096, CTG Modular Facilities Eglin AFB Florida and;
- b) Cost within or exceeding project magnitude, as specified in Block 10 of the SF 1442 (RFP).

2.3.4 Past/Present Performance Questionnaires.

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

2.3.4.1.1 Inform your references that they shall forward questionnaires directly to the Contracting Officer at the address below. Questionnaires must be received in the AFTC/PZIOC office not later than the closing date of the solicitation. Offerors are responsible for ensuring their references transmit the questionnaire to the Contracting Office:

**AFTC/PZIOC**  
**Attention: JoAnna Adams and Christopher Slater**  
**308 W. D Ave, Ste 130 (Bldg 260)**  
**Eglin AFB, FL 32542**  
[joanna.adams@us.af.mil](mailto:joanna.adams@us.af.mil)  
[christopher.slater.3@us.af.mil](mailto:christopher.slater.3@us.af.mil)

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

2.3.5 Lack of any past performance will not automatically disqualify an offeror. See Section M for how lack of past performance will be evaluated.

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

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

2.3.8 If Teaming Agreements are contemplated, the teaming members must provide complete information as to relevant and recent past performance information on previous teaming agreements. If this is a first time teaming effort, each party to the teaming agreement must provide information on all relevant contracts as specified in paragraph 2.3.1. The maximum number of past performance references for the entire team shall not exceed a total of 10. See additional requirements for Teaming Agreements in Section M paragraph 2.3.2.1 and 3.2.

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

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

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

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

2.4.4 Offerors shall provide a price breakdown for the project utilizing the 50 Division Cost Estimate Worksheet per the instructions contained within the worksheet.

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

2.4.6 Submit the Financial Responsibility Questionnaire (Attachment H) with the top portion only completed.

2.5 Relationship between Instructions and Evaluation. Your attention is directed to the functional relationship between Sections L and M of this solicitation. Section L provides information for the purpose of organizing the proposal. Section M describes evaluation factors for award. The Government evaluation of proposals will cover areas identified in Section M, proposals should address all such areas of evaluation.

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

2.7 Site Visit: An organized site visit will be conducted in accordance with FAR 52.236-27 Alternate I. For base access to the site Offerors will need to send the base access affidavit (Attachment K) for each visitor and one base access memorandum for the company (template is Attachment L). Items highlighted shall be altered by the Offeror. **These forms must be received no later than seven (7) business days prior to the site visit** in order for Security Forces to process them in time for the site visit. Offerors can send these forms via encrypted email(s) to [joanna.adams@us.af.mil](mailto:joanna.adams@us.af.mil) or can be mailed to:

AFTC/PZIOC (OL-EGLIN)  
Attn: JoAnna Adams  
308 West D Avenue Suite 130  
Eglin AFB, FL 32542

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

JoAnna Adams, [joanna.adams@us.af.mil](mailto:joanna.adams@us.af.mil)

Christopher Slater, [christopher.slater.3@us.af.mil](mailto:christopher.slater.3@us.af.mil)

## Section M - Evaluation Factors for Award

EVALUATION FACTORS**SECTION M****SOURCE SELECTION EVALUATION CRITERIA FOR AWARD****1.0 BASIS FOR AWARD**

## 1.1 General Information.

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

1.1.1 This acquisition will utilize a Best Value approach. The Best Value technique chosen for this particular acquisition will be Lowest Price Technically Acceptable (LPTA).

1.1.1.1 Award will be made to a single offeror who is deemed responsible, whose proposal conforms to the solicitation requirements, and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, is rated as technically acceptable, has an acceptable past performance, and represents the lowest price among those rated as technically acceptable with acceptable past performance. Trade-offs between cost/price and non-cost/price factors are not permitted. Unreasonably high, unbalanced, inaccurate or incomplete price proposals may be grounds for eliminating a proposal from competition.

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

1.1.1.3 If, during the evaluation period, it is determined to be in the best interest of the Government to establish a competitive range and hold discussions or negotiations with all offerors in the competitive range, offeror responses to Evaluation Notices (ENs) and the Final Proposal Revision (FPR) will be considered in making the source selection decision. If the offeror's proposal has been evaluated as acceptable at the time discussions are closed, any changes or exceptions in the Final Proposal Revision are subject to evaluation and may introduce risk that the offeror's proposal be determined unacceptable and ineligible for award. Offerors may be required to participate in telephone discussions or face-to-face oral discussions at the Contracting Office, AFTC/PZIOC, 308 W. D Ave, Ste 130 (Bldg 260) Eglin AFB, FL, 32542.

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

**2.0 PROPOSAL EVALUATION**

2.1 **Evaluation Factors.** The below evaluation factors will be used to evaluate proposals. Evaluation of proposals will occur using the LPTA approach defined in paragraph 1.1.1.1.

**Factor 1: Technical Evaluation. Volume I**

### Sub Factor 1: Construction Progress Schedule

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

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

2.2 **FACTOR 1: Technical Evaluation.** Offeror’s technical proposals will be evaluated against the following:

2.2.1 **Sub Factor 1- Proposed Construction Progress Schedule:** The offeror’s proposed contract progress schedule will be evaluated relative to overall coordination of the construction phase, to include ability to identify all necessary work elements of the specific project, the offeror’s ability to schedule the activities in a logical sequence, is within the time required in this solicitation, and covers the minimum requirements listed in paragraph 2.2.2 below. The proposed schedule must include the activities which are consistent with those described within project specifications and drawings, and must not exceed the Government’s maximum allowable performance period, as noted in SF 1442 (RFP), Block 11 and Section F, FAR Clause 52.211-10.

2.2.1.1 In accordance with Section L, this Sub Factor will be evaluated against the following minimum requirements:

- a) The Construction Progress Schedule includes the following work elements: mobilization, submittals, demolition, major work elements identified in each specification division, final inspection, demobilization and close-out documents.
- b) The order of the work elements in the Construction Progress Schedule, to include project phasing, is logically sequenced.
- c) The number of days for each work element, when aggregated together, does not exceed 180 calendar days and the total job equals 100%.
- d) Long Lead Time Materials (e.g. major HVAC equipment, electrical equipment, pre-engineered buildings, etc.) are identified in the proposal, or the proposal states that there are no Long Lead Time Materials.
- e) Proposal identifies those work elements within the critical path.

2.2.2 Technical Evaluators shall assign a rating of “**ACCEPTABLE**” or “**UNACCEPTABLE**” based on the minimum requirements established above. Ratings are defined as follows:

<b>Adjectival Rating</b>	<b>Description</b>
<b>ACCEPTABLE</b>	Proposal meets the requirements of the solicitation.
<b>UNACCEPTABLE</b>	Proposal does not meet the requirements of the solicitation.

2.2.2.1 Failure to submit a Construction Progress Schedule will result in immediate elimination from competition.

2.2.2.2 If any factor or subfactor of the evaluated proposal is rated as unacceptable, that will render the entire technical proposal unacceptable.

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

## 2.3 FACTOR 2: Past Performance Evaluation.

2.3.1 Past/Present Performance Questionnaires and Past Performance Information Retrieval System (PPIRS) Submissions-Volume II (a). Offerors shall provide information regarding past or current contracts (including Federal, State, local government, and private) for efforts similar to the Government requirement as stated in this solicitation through either questionnaires or evaluations from PPIRS as identified in Section L, paragraph 2.3.

2.3.1.1 The Government evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects (See Teaming Agreement, Section L, paragraph 2.38 and Section M, paragraph 2.3.2), when such information is relevant to the acquisition at hand. Each teaming offeror's past performance will be evaluated separately using the same evaluation methods described in paragraph 2.3.1 above. The Prime Contractor's past performance will be weighted significantly more than equal based on their overall responsibility for contract management. The separate ratings of each party in the Teaming Agreement will be combined to determine an aggregate PERFORMANCE CONFIDENCE RATING as defined in paragraph 2.3.3 below.

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

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

2.3.1.4 In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

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

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

2.3.1.6.1 RECENCY is defined as contracts performed within six (6) years of the issue month of the solicitation. Past performance information that fails this condition will not be evaluated.

2.3.1.6.2 RELEVANCY is defined as contracts involving:

- a) Projects involving the type of construction and work elements described in the Statement of Work, Specifications and Drawings for FTFA 13-1096 CTG Modular Facilities, Eglin AFB FL.
- b) Cost within or exceeding project magnitude, as specified in Block 10 of the SF 1442 (RFP).

2.3.1.6.3 The following **RELEVANCY** ratings, apply:

<b>PAST PERFORMANCE RELEVANCY RATINGS</b>	
<b>Rating</b>	<b>Definition</b>
<b>RELEVANT</b>	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
<b>NOT RELEVANT</b>	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

**2.3.1.7 PERFORMANCE QUALITY ASSESSMENT:** The Government will consider the performance quality of recent, relevant efforts (how well the contractor performed on the contracts). For each recent, relevant past performance citation reviewed, the performance quality of the work performed will be assessed. The quality assessment consists of an in-depth evaluation of all past performance information available, regardless of its source. The Government will use the following quality levels when assessing recent, relevant efforts:

<b>Quality Assessment Rating</b>	<b>Description</b>
<b>SATISFACTORY (S)</b>	During the contract period, contractor performance is substantially meeting (or substantially met) contract requirements. For any problems encountered, contractor took effective corrective action. During the contract period, contractor performance is substantially meeting (or substantially met) contract requirements. For any problems encountered, contractor took effective corrective action. During the contract period, contractor performance is substantially meeting (or substantially met) contract requirements. For any problems encountered, contractor took effective corrective action.
<b>UNSATISFACTORY (U)</b>	During the contract period, contractor performance is not meeting (or did not meet) some contract requirements. For problems encountered, corrective action appeared only marginally effective, not effective, or not fully implemented. Customer involvement was required. During the contract period, contractor performance is not meeting (or did not meet) some contract requirements. For problems encountered, corrective action appeared only marginally effective, not effective, or not fully implemented. Customer involvement was required.
<b>NOT AVAILABLE (N)*</b>	Quality and/or performance information is not available. Quality and/or performance information is not available.

\*In the event that performance quality information on a particular reference cannot be obtained by the Government, the past performance reference will not be used to determine the overall past performance rating.



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

The ratings are defined as follows:

<b>PAST PERFORMANCE EVALUATION RATINGS</b>	
<b>Rating</b>	<b>Description</b>
<b>ACCEPTABLE</b>	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below.)
<b>UNACCEPTABLE</b>	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

**2.3.2 TEAMING AGREEMENTS.** (Only if an offeror proposed a Teaming Agreement).

2.3.2.1 Each teaming offeror's past performance will be evaluated separately using the same evaluation methods described in paragraph 2.3.1 above. The Prime Contractor's past performance will be weighted significantly more than equal based on their overall responsibility for contract management. The separate ratings of each party in the Teaming Agreement will be combined to determine an aggregate PERFORMANCE CONFIDENCE RATING as defined in paragraph 2.3.1.8 above.

## **2.4 FACTOR 3: Cost/Price Evaluation**

**2.4.1 Price.** Price will not be assigned an adjectival rating; however, proposed prices evaluated as unreasonably high may be grounds for eliminating a proposal from a competitive range.

2.4.1.1 Price will be evaluated to determine if the offeror's proposed price is reasonable utilizing price analysis techniques in accordance with the guidelines in FAR 15.404-1(b).

2.4.1.2 The Government reserves the right to obtain additional information concerning the price (cost) as necessary to obtain a better understanding of the price proposed. No proposal revisions will be allowed under these conditions. Request for such information is for clarification purposes only. This does not constitute and shall not be construed as discussions. If a minor clerical error has occurred, in which case the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process or the Contracting Officer in his/her sole discretion later determines discussions to be necessary or appropriate.

2.4.1.3 The Contracting Officer has determined there is a high probability of adequate price competition in this acquisition. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists or only one offer is received; offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price. Additionally, offerors may be required to provide additional cost information in

accordance with FAR 15.403-4 and provide the certification under FAR 15.406-2.

### **3.0 EVALUATION PROCESS**

3.1 Initially all offers shall be ranked in order of total price (to include any option pricing) from lowest to highest. The lowest priced offer that conforms to the solicitation requirements will be evaluated. If the lowest priced offer has been determined Technically Acceptable and is judged to have an Acceptable Past Performance Confidence rating that offer represents the best value for the government, then the Government assesses Contractor Responsibility.

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

3.3 If the lowest priced offer has been determined Technically Acceptable, is judged to have an Acceptable Past Performance Confidence rating, is determined responsible and represents the best value for the Government; the evaluation process will stop at this point. Award shall be made to that offeror without further consideration of any other offers. If the lowest priced offeror, is determined Technically Unacceptable, judged to have an Unacceptable Past Performance Confidence rating or is non-responsible; the next lowest priced offeror will be evaluated. The process will continue in order by price until an offeror is determined Technically Acceptable, judged to have an Acceptable Past Performance Confidence rating and is found to be responsible.

**4.0 Clarifications, Discussions, and Negotiations.** 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. In accordance with FAR 15.306, Offerors may be asked to clarify certain aspects of their proposal (for example, relevance of past performance information). Communications (Clarifications) conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Discussions or negotiations may be conducted with all offerors in the competitive range. Offerors may be required to participate in telephone discussions or in face-to-face oral discussions at the Contracting Office, **AFTC/PZIOC, 308 W. D Ave, Ste 130 (Bldg 260) Eglin AFB, FL, 32542.**